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

FORM 10-Q

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

For the quarterly period ended June 30, 2022

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

For the transition period from ___ to ___.

Commission File No. 001-37392

Apollo Medical Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware (State or Other Jurisdiction of Incorporation)	95-4472349 (I.R.S. Employer Identification Number)

1668 S. Garfield Avenue, 2nd Floor, Alhambra, California 91801
(Address of principal executive offices and zip code)

(626) 282-0288
(Registrant's telephone number, including area code)

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, $0.001 par value per share	AMEH	Nasdaq Capital Market

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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

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

As of July 25, 2022, there were 56,461,468 shares of common stock of the registrant, $0.001 par value per share, issued and outstanding.

APOLLO MEDICAL HOLDINGS, INC.

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Glossary

The following abbreviations or acronyms that may be used in this document shall have the adjacent meanings set forth below:

Accountable Health Care	Accountable Health Care IPA, a Professional Medical Corporation
AHMC	AHMC Healthcare Inc.
AIPBP	All-Inclusive Population-Based Payments
AKM	AKM Medical Group, Inc.
Alpha Care	Alpha Care Medical Group, Inc.
AMG	AMG, a Professional Medical Corporation
AMG Properties	AMG Properties, LLC
AMH	ApolloMed Hospitalists, a Medical Corporation
AMM	Apollo Medical Management, Inc.
AP-AMH	AP-AMH Medical Corporation
AP-AMH 2	AP-AMH 2 Medical Corporation
APAACO	APA ACO, Inc.
APC	Allied Physicians of California, a Professional Medical Corporation
APCMG	Access Primary Care Medical Group
APC-LSMA	APC-LSMA Designated Shareholder Medical Corporation
BAHA	Bay Area Hospitalist Associates
CAIPA MSO	CAIPA MSO, LLC
CDSC	Concourse Diagnostic Surgery Center, LLC
CMS	Centers for Medicare & Medicaid Services
DMHC	California Department of Managed Healthcare
DMG	Diagnostic Medical Group of Southern California
GPDC	Global and Professional Direct Contracting
HSMSO	Health Source MSO Inc., a California corporation
ICC	AHMC International Cancer Center, a Medical Corporation
IPA	independent practice association
LMA	LaSalle Medical Associates
MMG	Maverick Medical Group, Inc.
MPP	Medical Property Partners, LLC
NGACO	Next Generation Accountable Care Organization
NMM	Network Medical Management, Inc.
PMIOC	Pacific Medical Imaging and Oncology Center, Inc.
SCHC	Southern California Heart Centers
Sun Labs	Sun Clinical Laboratories
Tag 6	Tag-6 Medical Investments Group, LLC
Tag 8	Tag-8 Medical Investments Group, LLC
UCAP	Universal Care Acquisition Partners, LLC
UCI	Universal Care, Inc.
VIE	variable interest entity
ZLL	ZLL Partners, LLC

INTRODUCTORY NOTE

Unless the context dictates otherwise, references in this Quarterly Report on Form 10-Q to the "Company," "we," "us," "our," and similar words are references to Apollo Medical Holdings, Inc., a Delaware corporation, and its consolidated subsidiaries and affiliated entities, as appropriate, including its consolidated variable interest entities ("VIEs") and "ApolloMed" refers to Apollo Medical Holdings, Inc.

The Centers for Medicare & Medicaid Services ("CMS") have not reviewed any statements contained in this Report, including statements describing the participation of APA ACO, Inc. ("APAACO") in the Next Generation Accountable Care Organization ("NGACO") model, or the Global and Professional Direct Contracting ("GPDC") model.

Trade names and trademarks of the Company and its subsidiaries referred to herein, and their respective logos, are our property. This Quarterly Report on Form 10-Q may contain additional trade names and/or trademarks of other companies, which are the property of their respective owners. We do not intend our use or display of other companies' trade names and/or trademarks, if any, to imply an endorsement or sponsorship of us by such companies, or any relationship with any of these companies.

NOTE ABOUT FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical fact are "forward-looking statements" for purposes of federal and state securities laws, including, but not limited to, any statements about our business, financial condition, operating results, plans, objectives, expectations, and intentions, any projections of earnings, revenue, EBITDA, Adjusted EBITDA, or other financial items, such as projected payments from CMS and our future liquidity; any statements of any plans, strategies, and objectives of management for future operations, such as the material opportunities that we believe exist for our company; any statements concerning proposed services, developments, mergers, or acquisitions; any statements regarding the outlook on our NGACO, GPDC model, or strategic transactions; any statements regarding management's view of future expectations and prospects for us; any statements about prospective adoption of new accounting standards or effects of changes in accounting standards; any statements regarding future economic conditions or performance; any statements of belief; any statements of assumptions underlying any of the foregoing; and other statements that are not historical facts. Forward-looking statements may be identified by the use of forward-looking terms, such as "anticipate," "could," "can," "may," "might," "potential," "predict," "should," "estimate," "expect," "project," "believe," "think," "plan," "envision," "intend," "continue," "target," "seek," "contemplate," "budgeted," "will," "would," and the negative of such terms, other variations on such terms or other similar or comparable words, phrases, or terminology. These forward-looking statements present our estimates and assumptions only as of the date of this Quarterly Report on Form 10-Q and are subject to change.

Forward-looking statements involve risks and uncertainties and are based on the current beliefs, expectations, and certain assumptions of management. Some or all of such beliefs, expectations, and assumptions may not materialize or may vary significantly from actual results. Such statements are qualified by important economic, competitive, governmental, and technological factors that could cause our business, strategy, or actual results or events to differ materially from those in our forward-looking statements. Factors that might cause or contribute to such differences include, but are not limited to, those discussed in our Annual Report on Form 10-K, for the year ended December 31, 2021, filed with the Securities and Exchange Commission (the "SEC") on February 28, 2022, including the risk factors discussed under the heading "Risk Factors" in Part I, Item IA thereof. Although we believe that the expectations reflected in our forward-looking statements are reasonable, actual results could differ materially from those projected or assumed in any of our forward-looking statements. Our future financial condition and results of operations, as well as any forward-looking statements, are subject to change, and significant risks and uncertainties that could cause actual conditions, outcomes, and results to differ materially from those indicated by such statements.

PART I FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

APOLLO MEDICAL HOLDINGS, INC.
CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)

	June 30, 2022 (Unaudited)	December 31, 2021
Assets		
Current assets		
Cash and cash equivalents	$ 234,223	$ 233,097
Investments in marketable securities	39,490	53,417
Receivables, net	67,263	10,608
Receivables, net – related parties	81,526	69,376
Income taxes receivable	12,639	—
Other receivables	13,227	9,647
Prepaid expenses and other current assets	12,670	18,637
Loan receivable – related party	—	4,000
Total current assets	461,038	398,782
Non-current assets		
Land, property, and equipment, net	87,146	53,186
Intangible assets, net	76,651	82,807
Goodwill	253,310	253,039
Loans receivable	539	569
Loan receivable - related party	2,125	—
Investments in other entities – equity method	43,820	41,715
Investments in privately held entities	896	896
Operating lease right-of-use assets	19,638	15,441
Other assets	5,901	5,928
Total non-current assets	490,026	453,581
Total assets (1)	$ 951,064	$ 852,363
Liabilities, mezzanine equity, and stockholders' equity		
Current liabilities		
Accounts payable and accrued expenses	$ 59,922	$ 43,951
Fiduciary accounts payable	6,071	10,534
Medical liabilities	112,499	55,783
Income taxes payable	—	652
Dividend payable	556	556
Finance lease liabilities	524	486
Operating lease liabilities	3,253	2,629

	June 30, 2022	December 31, 2021
	(Unaudited)	
Current portion of long-term debt	2,413	780
Total current liabilities	185,238	115,371
Non-current liabilities		
Deferred tax liability	9,257	9,127
Finance lease liabilities, net of current portion	1,049	973
Operating lease liabilities, net of current portion	16,904	13,198
Long-term debt, net of current portion and deferred financing costs	199,068	182,917
Other long-term liabilities	13,706	14,777
Total non-current liabilities	239,984	220,992
Total liabilities [(1)]	425,222	336,363
Commitments and contingencies (Note 12)		
Mezzanine equity		
Non-controlling interest in Allied Physicians of California, a Professional Medical Corporation	39,997	55,510
Stockholders' equity		
Series A Preferred stock, $0.001 par value per share; 5,000,000 shares authorized (inclusive of all preferred stock, including Series B Preferred stock); 1,111,111 issued and zero outstanding	—	—
Series B Preferred stock, $0.001 par value per share; 5,000,000 shares authorized (inclusive of all preferred stock, including Series A Preferred stock); 555,555 issued and zero outstanding	—	—
Common stock, $0.001 par value per share; 100,000,000 shares authorized, 44,719,710 and 44,630,873 shares issued and outstanding, excluding 11,175,702 and 10,925,702 treasury shares, as of June 30, 2022 and December 31, 2021, respectively	45	45
Additional paid-in capital	310,629	310,876
Retained earnings	169,292	143,629
	479,966	454,550
Non-controlling interest	5,879	5,940
Total stockholders' equity	485,845	460,490
Total liabilities, mezzanine equity, and stockholders' equity	$ 951,064	$ 852,363

The accompanying notes are an integral part of these unaudited consolidated financial statements.

[1] The Company's consolidated balance sheets include the assets and liabilities of its consolidated VIEs. The consolidated balance sheets include total assets that can be used only to settle obligations of the Company's consolidated VIEs totaling $599.7 million and $567.0 million as of June 30, 2022 and December 31, 2021, respectively, and total liabilities of the Company's consolidated VIEs for which creditors do not have recourse to the general credit of the primary beneficiary of $143.7 million and $91.7 million as of June 30, 2022 and December 31, 2021, respectively. The VIE balances do not include $431.3 million of investment in affiliates and $36.0 million of amounts due from affiliates as of June 30, 2022 and $802.8 million of investment in affiliates and $6.6 million of amounts due from affiliates as of December 31, 2021 as these are eliminated upon consolidation and not presented within the consolidated balance sheets. See Note 16 – "Variable Interest Entities (VIEs)" for further detail.

APOLLO MEDICAL HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF INCOME
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)
(UNAUDITED)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	**2021**	**2022**	**2021**
Revenue				
Capitation, net	$ 227,623	$ 144,550	$ 449,682	$ 289,290
Risk pool settlements and incentives	18,793	16,214	36,868	34,224
Management fee income	9,984	8,143	20,457	16,693
Fee-for-service, net	11,740	4,621	22,835	7,707
Other income	1,557	2,110	3,112	3,782
Total revenue	269,697	175,638	532,954	351,696
Operating expenses				
Cost of services, excluding depreciation and amortization	230,070	136,214	450,798	276,829
General and administrative expenses	19,894	14,199	31,837	23,663
Depreciation and amortization	4,351	4,237	8,725	8,434
Total expenses	254,315	154,650	491,360	308,926
Income from operations	15,382	20,988	41,594	42,770
Other income (expense)				
Income (loss) from equity method investments	1,512	(3,134)	2,945	(3,812)
Interest expense	(1,854)	(1,853)	(2,927)	(3,376)
Interest income	421	563	467	912
Unrealized (loss) gain on investments	(1,866)	83,769	(10,829)	83,769
Other income (expense)	3,034	(15,883)	3,647	(14,579)
Total other income (expense), net	1,247	63,462	(6,697)	62,914
Income before provision for income taxes	16,629	84,450	34,897	105,684
Provision for income taxes	6,038	24,920	12,233	31,696
Net income	10,591	59,530	22,664	73,988
Net (loss) income attributable to non-controlling interest	(808)	46,872	(2,999)	48,179
Net income attributable to Apollo Medical Holdings, Inc.	$ 11,399	$ 12,658	25,663	$ 25,809
Earnings per share – basic	$ 0.25	$ 0.29	$ 0.57	$ 0.60
Earnings per share – diluted	$ 0.25	$ 0.28	$ 0.56	$ 0.58

The accompanying notes are an integral part of these unaudited consolidated financial statements.

APOLLO MEDICAL HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF MEZZANINE AND STOCKHOLDERS' EQUITY
(IN THOUSANDS, EXCEPT SHARE DATA)
(UNAUDITED)

	Mezzanine Equity – Non-controlling Interest in APC	Common Stock Outstanding Shares	Common Stock Outstanding Amount	Additional Paid-in Capital	Retained Earnings	Non-controlling Interest	Stockholders' Equity
Balance at January 1, 2022	$ 55,510	44,630,873	$ 45	$ 310,876	$ 143,629	$ 5,940	$ 460,490
Net (loss) income	(3,129)	—	—	—	14,264	938	15,202
Purchase of non-controlling interest	—	—	—	—	—	(200)	(200)
Sale of non-controlling interest	—	—	—	—	—	36	36
Share buy back	(230)	—	—	—	—	—	—
Shares issued for vesting of restricted stock awards	—	81,779	—	—	—	—	—
Shares issued for exercise of options and warrants	—	124,735	—	1,573	—	—	1,573
Share-based compensation	—	—	—	3,055	—	—	3,055
Issuance of shares for business acquisition	—	18,756	—	1,000	—	—	1,000
Cancellation of restricted stock awards	—	(11,084)	—	(457)	—	—	(457)
Dividends	—	—	—	—	—	(1,178)	(1,178)
Balance at March 31, 2022	$ 52,151	44,845,059	$ 45	$ 316,047	$ 157,893	$ 5,536	$ 479,521
Net (loss) income	(2,154)	—	—	—	11,399	1,346	12,745
Shares issued for vesting of restricted stock awards	—	108,933	—	(253)	—	—	(253)
Shares issued for exercise of options and warrants	—	15,718	—	165	—	—	165
Purchase of treasury shares	—	(250,000)	—	(9,250)	—	—	(9,250)
Share-based compensation	—	—	—	3,920	—	—	3,920
Investment in non-controlling interest	—	—	—	—	—	371	371
Dividends	(10,000)	—	—	—	—	(1,374)	(1,374)
Balance at June 30, 2022	$ 39,997	44,719,710	$ 45	$ 310,629	$ 169,292	$ 5,879	$ 485,845

	Mezzanine Equity – Non-controlling Interest in APC	Common Stock Outstanding		Additional Paid-in Capital	Retained Earnings	Non-controlling Interest	Stockholders' Equity
		Shares	Amount				
Balance at January 1, 2021	$ 114,237	42,249,137	$ 42	$ 261,011	$ 69,771	$ 87	$ 330,911
Net income	760	—	—	—	13,151	547	13,698
Purchase of non-controlling interest	(150)	—	—	—	—	(75)	(75)
Sale of non-controlling interest	—	—	—	—	—	37	37
Shares issued for vesting of restricted stock awards	—	7,689	—	—	—	—	—
Shares issued for exercise of options and warrants	—	421,002	1	4,255	—	—	4,256
Purchase of treasury shares	—	(34,158)	—	(342)	—	—	(342)
Share-based compensation	—	—	—	1,346	—	—	1,346
Cancellation of restricted stock awards	—	(5,281)	—	(144)	—	—	(144)
Balance at March 31, 2021	$ 114,847	42,638,389	$ 43	$ 266,126	$ 82,922	$ 596	$ 349,687
Net income	46,859	—	—	—	12,658	13	12,671
Sale of non-controlling interest	150	—	—	—	—	—	—
Sale of shares by non-controlling interest	—	1,638,045	1	40,132	—	—	40,133
Shares issued for vesting of restricted stock awards	—	22,284	—	—	—	—	—
Shares issued for exercise of options and warrants	—	53,504	—	561	—	—	561
Purchase of treasury shares	—	(100,000)	—	(2,450)	—	—	(2,450)
Share-based compensation	—	—	—	1,556	—	—	1,556
Cancellation of restricted stock awards	—	(5,426)	—	(189)	—	—	(189)
Investment in non-controlling interest	—	—	—	—	—	3,769	3,769
Dividends	(20,000)	—	—	—	—	(1,156)	(1,156)
Balance at June 30, 2021	$ 141,856	44,246,796	$ 44	$ 305,736	$ 95,580	$ 3,222	$ 404,582

The accompanying notes are an integral part of these unaudited consolidated financial statements.

APOLLO MEDICAL HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS)
(UNAUDITED)

	Six Months Ended June 30,	
	2022	**2021**
Cash flows from operating activities		
Net income	$ 22,664	$ 73,988
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	8,725	8,434
Amortization of debt issuance cost	474	741
Share-based compensation	6,975	2,902
Gain on sale of equity securities	(2,272)	—
Unrealized loss (gain) from investment in equity securities	13,659	(83,769)
(Income) loss from equity method investments	(2,945)	3,812
Impairment of beneficial interest	—	15,723
Unrealized (gain) loss on interest rate swaps	(2,830)	1,195
Deferred tax	2,706	10,283
Other	—	189
Changes in operating assets and liabilities, net of business combinations:		
Receivables, net	(56,202)	(9,975)
Receivables, net – related parties	(12,151)	(19,508)
Other receivables	(3,580)	(266)
Prepaid expenses and other current assets	4,109	4,613
Right-of-use assets	2,290	1,646
Other assets	1,790	(426)
Accounts payable and accrued expenses	14,181	16,984
Fiduciary accounts payable	(4,464)	(550)
Medical liabilities	55,106	8,977
Income taxes payable	(13,292)	(2,009)
Operating lease liabilities	(2,254)	(1,698)
Other long-term liabilities	370	—
Net cash provided by operating activities	33,059	31,286
Cash flows from investing activities		
Payments for business acquisition, net of cash acquired	(858)	(117)
Proceeds from repayment of loans receivable – related parties	4,030	31
Prepayment for investment purchase	—	(4,450)
Purchase of marketable securities	(1,750)	(670)
Purchase of investment – equity method	—	(1,660)
Purchases of property and equipment	(18,845)	(7,364)
Cash received from consolidation of VIE	—	3,322
Proceeds from sale of marketable securities	6,480	1,106
Distribution from investment - equity method	400	—
Contribution to investment - equity method	(1,685)	—
Net cash used in investing activities	(12,228)	(9,802)
Cash flows from financing activities		

	Six Months Ended June 30,	
	2022	2021
Dividends paid	(12,556)	(21,110)
Repayment of long-term debt	(200)	(238,208)
Payment of finance lease obligations	(283)	(54)
Proceeds from the exercise of stock options and warrants	1,738	4,816
Repurchase of shares	(9,480)	(2,981)
Proceeds from sale of non-controlling interest	38	38
Purchase of non-controlling interest	(199)	(75)
Borrowings on loans	1,237	180,000
Proceeds from sale of shares	—	40,134
Payment of debt issuance costs	—	(727)
Net cash used in financing activities	(19,705)	(38,167)
Net increase (decrease) in cash, cash equivalents, and restricted cash	1,126	(16,683)
Cash, cash equivalents, and restricted cash, beginning of period	233,097	193,970
Cash, cash equivalents, and restricted cash, end of period	$ 234,223	$ 177,287
Supplementary disclosures of cash flow information		
Cash paid for income taxes	$ 22,311	$ 23,324
Cash paid for interest	2,231	2,507
Supplemental disclosures of non-cash investing and financing activities		
Dividend declared included in dividend payable	$ —	$ 50
Fixed asset obtained in exchange for finance lease liabilities	$ 398	$ —
Common stock issued in business combination	$ 1,000	$ —
Cancellation of restricted stock awards	$ —	$ 144
Mortgage loan	$ 16,275	$ —

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the consolidated balance sheets that sum to the total amounts of cash, cash equivalents, and restricted cash shown in the consolidated statements of cash flows (in thousands):

	December 31,	
	2021	2020
Cash and cash equivalents	$ 233,097	$ 193,470
Restricted cash – current	—	500
Total cash, cash equivalents, and restricted cash shown in the statement of cash flows	$ 233,097	$ 193,970

The accompanying notes are an integral part of these unaudited consolidated financial statements.

APOLLO MEDICAL HOLDINGS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

1. Description of Business

Overview

Apollo Medical Holdings, Inc. ("ApolloMed") is a leading physician-centric, technology-powered, risk-bearing healthcare company. Leveraging its proprietary end-to-end technology solutions, ApolloMed operates an integrated healthcare delivery platform that enables providers to successfully participate in value-based care arrangements, thus empowering them to deliver high-quality care to patients in a cost-effective manner. ApolloMed was merged with Network Medical Management ("NMM") in December 2017 (the "2017 Merger"). As a result of the 2017 Merger, NMM became a wholly owned subsidiary of ApolloMed, and the former NMM shareholders own a majority of the issued and outstanding common stock of ApolloMed and maintain control of the board of directors of ApolloMed. Unless the context dictates otherwise, references in these notes to the financial statements, the "Company," "we," "us," "our," and similar words are references to ApolloMed and its consolidated subsidiaries and affiliated entities, as appropriate, including its consolidated variable interest entities ("VIEs").

Headquartered in Alhambra, California, ApolloMed's subsidiaries and VIEs include management services organizations ("MSOs"), affiliated independent practice associations ("IPAs"), and an accountable care organization ("ACO") participating in the GPDC model. NMM and Apollo Medical Management, Inc. ("AMM") are the administrative and managerial services companies for the affiliated physician-owned professional corporations that contract with independent physicians to deliver medical services in-office and virtually under the following brands: (i) Allied Physicians of California, a Professional Medical Corporation d.b.a. Allied Pacific of California IPA ("APC"), (ii) Alpha Care Medical Group, Inc. ("Alpha Care"), and (iii) Accountable Health Care IPA, a Professional Medical Corporation ("Accountable Health Care"). These affiliates are supported by ApolloMed Hospitalists, a Medical Corporation ("AMH") and Southern California Heart Centers, a Medical Corporation ("SCHC"). The Company's ACO operates under the APA ACO, Inc. ("APAACO") brand and participates in the Centers for Medicare & Medicaid Services ("CMS") program that allows provider groups to assume higher levels of financial risk and potentially achieve a higher reward from participation in the program's attribution-based risk-sharing model.

The Company provides care coordination services to each major constituent of the healthcare delivery system, including patients, families, primary care physicians, specialists, acute care hospitals, alternative sites of inpatient care, physician groups, and health plans. The Company's physician network consists of primary care physicians, specialist physicians, and hospitalists.

MSOs and Affiliates

AMM, a wholly owned subsidiary of ApolloMed, manages affiliated medical groups, ApolloMed Hospitalists, a Medical Corporation ("AMH") and Southern California Heart Centers, a Medical Corporation ("SCHC"). AMH provides hospitalist, intensivist, and physician advisory services. SCHC is a specialty clinic that focuses on cardiac care and diagnostic testing.

NMM was formed in 1994 as an MSO for the purposes of providing management services to medical companies and IPAs. The management services primarily include billing, collection, accounting, administration, quality assurance, marketing, compliance, and education. Following the 2017 Merger, NMM became a wholly owned subsidiary of ApolloMed.

IPAs and Affiliates

APC was incorporated in 1992 for the purpose of arranging healthcare services as an IPA. APC is owned by California-licensed physicians and professional medical corporations, and contracts with various health maintenance organizations ("HMOs") and other licensed healthcare service plans, as defined in the California Knox-Keene Health Care Service Plan Act of 1975. Each HMO negotiates a fixed amount per member per month ("PMPM") that is to be paid to APC. In return, APC arranges for the delivery of healthcare services by contracting with physicians or professional medical corporations for primary care and specialty care services. APC assumes the financial risk of the cost of delivering healthcare services in excess of the fixed amounts received. Some of the risk is transferred to the contracted physicians or professional corporations. The risk is subject to stop-loss provisions in contracts with HMOs.

In July 1999, APC entered into an amended and restated management and administrative services agreement with NMM (the initial management services agreement was entered into in 1997) for an initial fixed term of 30 years. Under this management arrangement, NMM performs only non-medical administrative services, does not represent that it offers medical services, and does not exercise influence or control over the practice of medicine by APC or its physicians. In accordance with relevant accounting guidance, APC is determined to be a VIE of the Company and is consolidated by NMM.

AP-AMH Medical Corporation ("AP-AMH") and AP-AMH 2 Medical Corporation ("AP-AMH 2") was formed in May 2019 and July 2021, respectively, as a designated shareholder professional corporation. Dr. Thomas Lam, a shareholder and the Chief Executive Officer and Chief Financial Officer of APC and Co-Chief Executive Officer of ApolloMed, is the sole shareholder of AP-AMH and AP-AMH 2. In accordance with relevant accounting guidance, AP-AMH and AP-AMH 2 is determined to be a VIE of ApolloMed and is consolidated by ApolloMed.

In September 2019, ApolloMed completed the following series of transactions with its affiliates, AP-AMH and APC:

1. A $545.0 million loan to AP-AMH, pursuant to a 10-year secured loan agreement (the "AP-AMH Loan"). The loan bears interest at a rate of10% per annum simple interest, is not prepayable, (except in certain limited circumstances), requires quarterly payments of interest only in arrears, and is secured by a first priority security interest in all of AP-AMH's assets. To the extent that AP-AMH is unable to make any interest payment when due because it has received dividends on the APC Series A Preferred Stock insufficient to pay in full such interest payment, then the outstanding principal amount of the loan will be increased by the amount of any such accrued but unpaid interest, and any such increased principal amounts will bear interest at the rate of 10.75% per annum simple interest.

2. A $545.0 million private placement, where AP-AMH purchased 1,000,000 shares of APC Series A Preferred Stock which entitle AP-AMH to receive preferential, cumulative dividends that accrue on a daily basis.

3. A $300.0 million private placement, where APC purchased 15,015,015 shares of the Company's common stock and in connection therewith, the Company granted APC certain registration rights with respect to the purchased shares.

4. ApolloMed licensed to AP-AMH the right to use certain tradenames for specified purposes for a fee equal to a percentage of the aggregate gross revenues of AP-AMH. The license fee is payable out of any Series A Preferred Stock dividends received by AP-AMH from APC.

5. Through its subsidiary, NMM, the Company agreed to provide certain administrative services to AP-AMH for a fee equal to a percentage of the aggregate gross revenues of AP-AMH. The administrative fee is also payable out of any APC Series A Preferred Stock dividends received by AP-AMH from APC.

As part of the series of transactions, in September 2019, APC and AP-AMH entered into a Second Amendment to the Series A Preferred Stock Purchase Agreement clarifying the term excluded assets ("Excluded Assets"). Excluded Assets means (i) assets received from the sale of shares of the Series A Preferred equal to the Series A Purchase Price, (ii) the assets of the Company that are not Healthcare Services Assets, including the Company's equity interests in Apollo Medical Holdings, Inc., and any entity that is primarily engaged in the business of owning, leasing, developing, or otherwise operating real estate, (iii) any assets acquired with the proceeds of the sale, assignment, or other disposition of any of the assets described in clauses (i) or (ii), and (iv) any proceeds of the assets described in clauses (i), (ii), and (iii).

APC's ownership in ApolloMed was 20.02% as of June 30, 2022 and 19.68% as of December 31, 2021.

Concourse Diagnostic Surgery Center, LLC ("CDSC") was formed in March 2010 in the state of California. CDSC is an ambulatory surgery center in City of Industry, California organized by a group of highly qualified physicians, which utilizes some of the most advanced equipment in the eastern part of Los Angeles County and the San Gabriel Valley. The facility is Medicare-certified and accredited by the Accreditation Association for Ambulatory Healthcare. As of June 30, 2022, APC owned 44.50% of CDSC's capital stock. In accordance with relevant accounting guidance, CDSC is determined to be a VIE of APC and is consolidated by APC.

APC-LSMA Designated Shareholder Medical Corporation ("APC-LSMA") was formed in October 2012 as a designated shareholder professional corporation. Dr. Thomas Lam, a stockholder and the Chief Executive Officer and Chief Financial Officer of APC and Co-Chief Executive Officer of ApolloMed, is a nominee shareholder of APC-LSMA. APC makes all investment decisions on behalf of APC-LSMA, funds all investments and receives all distributions from the investments. APC has the obligation to absorb losses and right to receive benefits from all investments made by APC-LSMA. APC-LSMA's sole function is to act as the nominee shareholder for APC in other California medical professional corporations. Therefore, APC-LSMA is controlled and consolidated by APC as the primary beneficiary of this VIE. The only activity of APC-LSMA is to hold the investments in medical corporations, including the IPA lines of business of LaSalle Medical Associates ("LMA"), Pacific Medical Imaging and Oncology Center, Inc. ("PMIOC"), Diagnostic Medical Group of Southern California ("DMG"), and AHMC International Cancer Center, a Medical Corporation ("ICC"). APC-LSMA also holds a 100% ownership interest in Maverick Medical Group, Inc. ("MMG"), Alpha Care, Accountable Health Care, and AMG, a Professional Medical Corporation ("AMG").

Alpha Care, an IPA acquired by the Company in May 2019, has been operating in California since 1993 as a risk-bearing organization engaged in providing professional services under capitation arrangements with its contracted health plans through a provider network consisting of primary care and specialty care physicians. Alpha Care specializes in delivering high-quality healthcare to its enrollees and focuses on Medi-Cal/Medicaid, Commercial, and Medicare and Dual Eligible members in the Riverside and San Bernardino counties of Southern California.

Accountable Health Care is a California-based IPA that has served the local community in the greater Los Angeles County area through a network of physicians and healthcare providers for more than 20 years. Accountable Health Care provides quality healthcare services to its members through three federally qualified health plans and multiple product lines, including Medi-Cal, Commercial, and Medicare.

AMG is a network of family practice clinics operating out of three main locations in Southern California. AMG provides professional and post-acute care services to Medicare, Medi-Cal/Medicaid, and Commercial patients through its network of doctors and nurse practitioners. In September 2019, APC-LSMA purchased 100% of the shares of capital stock of AMG.

DMG is a professional medical California corporation and a complete outpatient imaging center. APC accounted for its 40% investment in DMG, under the equity method of accounting. In October 2021, DMG entered into an administrative services agreement with a subsidiary of the Company, causing the Company to reevaluate the accounting for the Company's investment in DMG. Based on the reevaluation and in accordance with relevant accounting guidance, DMG is determined to be a VIE of the Company and is consolidated by the Company. In addition, APC-LSMA is obligated to purchase the remaining equity interest within three years from the effective date. The purchase of the remaining equity value is considered a financing obligation with a carrying value of $8.5 million as of June 30, 2022. As the financing obligation is embedded in the non-controlling interest, the non-controlling interest is recognized in other long-term liabilities in the accompanying consolidated balance sheets.

In December 2020, using cash comprised solely of Excluded Assets, APC purchased a 100% interest in each of Medical Property Partners, LLC ("MPP"), AMG Properties, LLC ("AMG Properties"), and ZLL Partners, LLC ("ZLL") and a 50% interest in each of One MSO, LLC ("One MSO"), Tag-6 Medical Investment Group, LLC ("Tag 6"), and Tag-8 Medical Investment Group, LLC ("Tag 8"). These entities own buildings that are currently leased to tenants, as well as vacant land that is being developed. MPP, AMG Properties, and ZLL are 100% owned subsidiaries of APC and are included in the consolidated financial statements. In April 2021, Tag 8 entered into a loan agreement with MUFG Union Bank N.A. with APC as their guarantor, causing the Company to reevaluate their consolidation of Tag 8. Based on the reevaluation and in accordance with relevant accounting guidance, it was concluded that Tag 8 is a VIE and is consolidated by APC. One MSO and Tag 6 are accounted for as equity method investments, as APC has the ability to exercise significant influence, but not control over the operations of the entity. These purchases are deemed Excluded Assets that are solely for the benefit of APC and its shareholders. As such, any income pertaining to APC's interests in these properties has no impact on the Series A Dividend payable by APC to AP-AMH Medical Corporation, and consequently will not affect net income attributable to ApolloMed.

In July 2021, AP-AMH 2, a VIE of the Company, purchased an 80% equity interest (on a fully diluted basis) in Access Primary Care Medical Group ("APCMG"), a primary care physicians' group focused on providing high-quality care to senior patients in the northern California cities of Daly City and San Francisco. As a result, APCMG is consolidated by the Company.

In August 2021, Apollo Medical Holdings, Inc. acquired 49% of the aggregate issued and outstanding shares of capital stock of Sun Clinical Laboratories ("Sun Labs") for an aggregate purchase price of $4.0 million. Sun Labs is a Clinical Laboratory Improvement Amendments certified full-service lab that operates across the San Gabriel Valley in Southern California. In accordance with relevant accounting guidance, Sun Labs is determined to be a VIE of the Company and is consolidated by the Company (see Note 3 — "Business Combinations and Goodwill"). The Company is obligated to purchase the remaining equity interest within three years from the effective date. The purchase of the remaining equity value is considered a financing obligation with a carrying value of $4.2 million as of June 30, 2022. As the financing obligation is embedded in the non-controlling interest, the non-controlling interest is recognized in other long-term liabilities in the accompanying consolidated balance sheets.

NGACO, GPDC / ACO REACH

APAACO began participating in the NGACO Model of CMS in January 2017. The NGACO Model was a CMS program that allowed provider groups to assume higher levels of financial risk and potentially achieve a higher reward from participating in this new attribution-based risk-sharing model. With the ending of the NGACO Model on December 31, 2021, APAACO applied, and has been selected by CMS, to participate as a Direct Contracting Entity ("DCE") in the standard track of CMS's GPDC Model for Performance Year 2022 ("PY22"), beginning January 1, 2022. CMS has since redesigned the GPDC Model in response to Administration priorities, including their commitment to advancing health equity, stakeholder feedback, and participant experience, and renamed the GPDC Model to ACO Realizing Equity, Access, and Community Health ("ACO REACH") Model. The ACO REACH Model will begin participation on January 1, 2023.

2. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated balance sheet at December 31, 2021, has been derived from the Company's audited consolidated financial statements, but does not include all annual disclosures required by generally accepted accounting principles in the United States of America ("U.S. GAAP"). The accompanying unaudited consolidated financial statements as of June 30, 2022, and for the three and six months ended June 30, 2022 and 2021, have been prepared in accordance with U.S. GAAP for interim financial statements and with the instructions to Form 10-Q and Article 8 of Regulation S-X. Accordingly, these unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes to the financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2021, as filed with the SEC on February 28, 2022. In the opinion of management, all material adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been made to make the consolidated financial statements not misleading as required by Regulation S-X, Rule 10-01. Operating results for the three and six months ended June 30, 2022, are not necessarily indicative of the results that may be expected for the year ending December 31, 2022, or any future periods.

Principles of Consolidation

The consolidated balance sheets as of June 30, 2022 and December 31, 2021, and the consolidated statements of income for the three and six months ended June 30, 2022 and 2021, include the accounts of (1) ApolloMed, ApolloMed's consolidated subsidiaries, NMM, AMM, and APAACO, and its VIEs, AP-AMH, AP-AMH 2, Sun Labs, and DMG; (2) AP-AMH 2's consolidated subsidiary, APCMG; (3) AMM's consolidated VIEs, SCHC and AMH; (4) NMM's VIE, APC; (5) APC's consolidated subsidiaries, Universal Care Acquisition Partners, LLC ("UCAP"), MPP, AMG Properties, ZLL, and its VIEs, CDSC, APC-LSMA, and Tag 8; and (6) APC-LSMA's consolidated subsidiaries, ICC, Alpha Care, Accountable Health Care, and AMG.

Reclassifications

Certain amounts disclosed in prior period financial statements have been reclassified to conform to the current period presentation. These reclassifications were made between unrealized loss (gain) on investments and other income (expense) on the accompanying unaudited consolidated income statements for the three and six months ended June 30, 2021. They had no effect on net income, earnings per share, retained earnings, cash flows or total assets.

Use of Estimates

The preparation of the consolidated financial statements and related disclosures in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant items subject to such estimates and assumptions include collectability of receivables, recoverability of long-lived and intangible assets, business combination and goodwill valuation and impairment, accrual of medical liabilities (incurred but not reported ("IBNR") claims), determination of full-risk and shared-risk revenue and receivables (including constraints, completion factors and historical margins), income tax-valuation allowance, share-based compensation, and right-of-use assets and lease liabilities. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, and makes adjustments when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ materially from those estimates and assumptions.

Variable Interest Entities

On an ongoing basis, as circumstances indicate the need for reconsideration, the Company evaluates each legal entity that is not wholly owned by the Company in accordance with the consolidation guidance. The evaluation considers all of the Company's variable interests, including equity ownership, as well as management services agreements. To fall within the scope of the consolidation guidance, an entity must meet both of the following criteria:

- The entity has a legal structure that has been established to conduct business activities and to hold assets; such entity can be in the form of a partnership, limited liability company, or corporation, among others; and

- The Company has a variable interest in the legal entity – i.e., variable interests that are contractual, such as equity ownership, or other financial interests that change with changes in the fair value of the entity's net assets.

If an entity does not meet both criteria above, the Company applies other accounting guidance, such as the cost or equity method of accounting. If an entity does meet both criteria above, the Company evaluates such entity for consolidation under either the variable interest model if the legal entity meets any of the following characteristics to qualify as a VIE, or under the voting model for all other legal entities that are not VIEs.

A legal entity is determined to be a VIE if it has any of the following three characteristics:

1. The entity does not have sufficient equity to finance its activities without additional subordinated financial support;

2. The entity is established with non-substantive voting rights (i.e., where the entity deprives the majority economic interest holder(s) of voting rights); or

3. The equity holders, as a group, lack the characteristics of a controlling financial interest. Equity holders meet this criterion if they lack any of the following:

    a. The power, through voting rights or similar rights, to direct the activities of the entity that most significantly influence the entity's economic performance, as evidenced by:

        i. Substantive participating rights in day-to-day management of the entity's activities; or

        ii. Substantive kick-out rights over the party responsible for significant decisions;

        iii. The obligation to absorb the entity's expected losses; or

        iv. The right to receive the entity's expected residual returns.

If the Company determines that any of the three characteristics of a VIE are met, the Company will conclude that the entity is a VIE and evaluate it for consolidation under the variable interest model.

Variable interest model

If an entity is determined to be a VIE, the Company evaluates whether the Company is the primary beneficiary. The primary beneficiary analysis is a qualitative analysis based on power and economics. The Company consolidates a VIE if both power and benefits belong to the Company – that is, the Company (i) has the power to direct the activities of a VIE that most significantly influence the VIE's economic performance (power), and (ii) has the obligation to absorb losses of, or the right to receive benefits from, the VIE that could potentially be significant to the VIE (economics). The Company consolidates VIEs whenever it is determined that the Company is the primary beneficiary. Refer to Note 16 – "Variable Interest Entities (VIEs)" to the consolidated financial statements for information on the Company's consolidated VIEs. If there are variable interests in a VIE but the Company is not the primary beneficiary, the Company may account for the investment using the equity method of accounting.

Business Combinations

The Company uses the acquisition method of accounting for all business combinations, which requires assets and liabilities of the acquiree to be recorded at fair value, to measure the fair value of the consideration transferred, including contingent consideration, to be determined on the acquisition date, and to account for acquisition-related costs separately from the business combination.

Reportable Segments

The Company operates as one reportable segment, the healthcare delivery segment, and implements and operates innovative healthcare models to create a patient-centered, physician-centric experience. The Company reports its consolidated financial statements in the aggregate, including all activities in one reportable segment.

Cash and Cash Equivalents

The Company's cash and cash equivalents primarily consist of money market funds and certificates of deposit. The Company considers all highly liquid investments that are both readily convertible into known amounts of cash and mature within 90 days from their date of purchase to be cash equivalents.

The Company maintains its cash in deposit accounts with several banks, which at times may exceed the insured limits of the Federal Deposit Insurance Corporation ("FDIC"). The Company believes it is not exposed to any significant credit risk with respect to its cash, cash equivalents, and restricted cash. As of June 30, 2022 and December 31, 2021, the Company's deposit accounts with banks exceeded the FDIC's insured limit by approximately $277.6 million and $285.9 million, respectively. The Company has not experienced any losses to date and performs ongoing evaluations of these financial institutions to limit the Company's concentration of risk exposure.

Investments in Marketable Securities

Investments in marketable securities consist of equity securities and certificates of deposit with various financial institutions. The appropriate classification of investments is determined at the time of purchase and such designation is reevaluated at each balance sheet date.

Certificates of deposit are reported at par value, plus accrued interest, with maturity dates fromfour months to 24 months. As of June 30, 2022 and December 31, 2021, certificates of deposit amounted to approximately $25.1 million and $25.0 million, respectively. Investments in certificates of deposit are classified as Level 1 investments in the fair value hierarchy.
Equity securities are reported at fair value. These securities are classified as Level 1 in the valuation hierarchy, where quoted market prices from reputable third-party brokers are available in an active market and unadjusted. Equity securities with low trading volume are determined to not have an active market with buyers and sellers ready to trade. Accordingly, we classify such equity securities as Level 2 in the valuation hierarchy, and their valuation is based on weighted average share prices from observable market data.

Equity securities held by the Company are primarily comprised of common stock of a payor partner that completed its IPO in June 2021 and Nutex Health Inc. (formerly known as Clinigence Holdings, Inc.) ("Nutex"). The common stock of a payor partner was acquired as a result of UCAP selling its 48.9% ownership interest in Universal Care, Inc. ("UCI") in April 2020. In September 2021, ApolloMed and Nutex entered into a stock purchase agreement in which ApolloMed purchased shares of common stock, warrants, and potentially additional shares of common stock if certain metrics are not met (such additional shares, "contingent equity securities") for $3.0 million. The common stock is included in investments in marketable securities in the accompanying consolidated balance sheets. In May 2022, the Company exercised the warrants and subsequently recognized the shares within investments in marketable securities in the accompanying consolidated balance sheet. The contingent equity securities are classified as derivatives and included in prepaid expenses and other current assets in the accompanying consolidated balance sheets. See Note 2 — "Basis of Presentation and Summary of Significant Accounting Policies - Derivative Financial Instruments" in the accompanying consolidated financial statements for information on the treatment of the derivative instruments.

As of June 30, 2022 and December 31, 2021, the equity securities were approximately $14.4 million and $28.4 million, respectively, in the accompanying consolidated balance sheets. Gains and losses recognized on equity securities sold are recognized in the accompanying consolidated statements of income under other income. The components comprising total gains and losses on equity securities are as follows (in thousands) for the periods listed below:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Total (losses) gains recognized on equity securities	$ (4,331)	$ 83,769	$ (14,886)	$ 83,769
Gains recognized on equity securities sold	2,272	—	2,272	—
Unrealized gains (losses) recognized on equity securities held at end of period	$ (2,059)	$ 83,769	$ (12,614)	$ 83,769

Receivables, Receivables – Related Parties, and Loan Receivable - Related Party

The Company’s receivables are comprised of accounts receivable, capitation and claims receivable, risk pool settlements, incentive receivables, management fee income, and other receivables. Accounts receivable are recorded and stated at the amount expected to be collected.

The Company’s receivables – related parties are comprised of risk pool settlements, management fee income and incentive receivables, and other receivables. Receivables – related parties are recorded and stated at the amount expected to be collected.

The Company’s loan receivable – related party consist of promissory notes from a related party payee that accrues interest per annum.

Capitation and claims receivables relate to each health plan’s capitation and are received by the Company in the month following the month of service. Risk pool settlements and incentive receivables mainly consist of the Company’s full risk pool receivable that is recorded quarterly based on reports received from the Company’s hospital partners and management’s estimate of the Company’s portion of the estimated risk pool surplus for open performance years. Settlement of risk pool surplus or deficits occurs approximately 18 months after the risk pool performance year is completed. Other receivables consist of recoverable claims paid related to the 2021 APAACO performance year to be administered following instructions from CMS for the NGACO program, receivables from GPDC capitation revenue for the 2022 performance year, fee-for-services (“FFS”) reimbursement for patient care, certain expense reimbursements, transportation reimbursements from the hospitals, and stop-loss insurance premium reimbursements.

The Company maintains reserves for potential credit losses on accounts receivable. Management reviews the composition of accounts receivable and analyzes historical bad debts, customer concentrations, customer credit worthiness, current economic trends, and changes in customer payment patterns to evaluate the adequacy of these reserves. The Company also regularly analyzes the ultimate collectability of accounts receivable after certain stages of the collection cycle using a look-back analysis to determine the amount of receivables subsequently collected and adjustments are recorded when necessary. Reserves are recorded primarily on a specific identification basis.

Receivables are recorded when the Company is able to determine amounts receivable under applicable contracts and agreements based on information provided and collection is reasonably likely to occur. In regards to the credit loss standard, the Company continuously monitors its collections of receivables and our expectation is that the historical credit loss experienced across our receivable portfolio is materially similar to any current expected credit losses that would be estimated under the current expected credit losses ("CECL") model.

Concentrations of Credit Risks

The Company disaggregates revenue from contracts by service type and payor type. This level of detail provides useful information pertaining to how the Company generates revenue by significant revenue stream and by type of direct contracts. The consolidated statements of income present disaggregated revenue by service type. The following table presents disaggregated revenue generated by payor type for the three months ended June 30, 2022 and 2021 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Commercial	$ 42,014	$ 33,296	$ 84,167	$ 65,562
Medicare	142,641	64,273	276,299	128,950
Medicaid	70,635	68,482	142,299	138,146
Other third parties	14,407	9,587	30,189	19,038
Revenue	$ 269,697	$ 175,638	$ 532,954	$ 351,696

The Company had major payors that contributed the following percentages of net revenue:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Payor A	*	12.5 %	*	12.6 %
Payor B	*	10.3 %	*	10.4 %
Payor C	10.3 %	16.7 %	10.5 %	16.8 %
Payor D	31.0 %	*	30.7 %	*

* Less than 10% of total net revenues

The Company had major payors that contributed to the following percentages of receivables and receivables – related parties:

	As of June 30, 2022	As of December 31, 2021
Payor D	25.0 %	*
Payor E	28.0 %	45.0 %
Payor F	19.0 %	30.0 %

* Less than 10% of total receivables and receivables — related parties, net

Fair Value Measurements of Financial Instruments

The Company's financial instruments consist of cash and cash equivalents, fiduciary cash, restricted cash, investment in marketable securities, receivables, loans receivable, accounts payable, certain accrued expenses, finance lease obligations, and long-term debt. The carrying values of the financial instruments classified as current in the accompanying consolidated balance sheets are considered to be at their fair values, due to the short maturity of these instruments. The carrying amounts of finance lease obligations and long-term debt approximate fair value as they bear interest at rates that approximate current market rates for debt with similar maturities and credit quality.

Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 820, *Fair Value Measurement* ("ASC 820"), applies to all financial assets and financial liabilities that are measured and reported on a fair value basis and requires disclosure that establishes a framework for measuring fair value and expands disclosure about fair value measurements. ASC 820 establishes a fair value hierarchy for disclosure of the inputs to valuations used to measure fair value.

This hierarchy prioritizes the inputs into three broad levels as follows:

Level 1 — Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that can be accessed at the measurement date.

Level 2 — Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates and yield curves), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3 — Unobservable inputs that reflect assumptions about what market participants would use in pricing the asset or liability. These inputs would be based on the best information available, including the Company's own data.

The carrying amounts and fair values of the Company's financial instruments as of June 30, 2022, are presented below (in thousands):

	Fair Value Measurements			
	Level 1	**Level 2**	**Level 3**	**Total**
Assets				
Money market funds*	$ 70,053	$ —	$ —	$ 70,053
Marketable securities – certificates of deposit	25,086	—	—	25,086
Marketable securities – equity securities	14,404	—	—	14,404
Contingent equity securities	—	—	3,225	3,225
Interest rate swaps	—	1,759	—	1,759
Total assets	$ 109,543	$ 1,759	$ 3,225	$ 114,527
Liabilities				
APCMG contingent consideration	—	—	1,000	1,000
Total liabilities	$ —	$ —	$ 1,000	$ 1,000

* Included in cash and cash equivalents

The carrying amounts and fair values of the Company's financial instruments as of December 31, 2021, are presented below (in thousands):

	Fair Value Measurements			
	Level 1	Level 2	Level 3	Total
Assets				
Money market accounts*	$ 114,665	$ —	$ —	$ 114,665
Marketable securities – certificates of deposit	25,024	—	—	25,024
Marketable securities – equity securities	24,123	4,270	—	28,393
Contingent equity securities	—	—	4,270	4,270
Warrants	—	1,145	—	1,145
Total assets	$ 163,812	$ 5,415	$ 4,270	$ 173,497
Liabilities				
Interest rate swaps	$ —	$ 1,071	$ —	$ 1,071
APCMG contingent consideration	$ —	$ —	$ 1,000	$ 1,000
Total liabilities	$ —	$ 1,071	$ 1,000	$ 2,071

* Included in cash and cash equivalents

There have been no changes in Level 1, Level 2, or Level 3 classification and no changes in valuation techniques for these assets for the six months ended June 30, 2022.

Intangible Assets and Long-Lived Assets

Intangible assets with finite lives include network-payor relationships, management contracts, member relationships, subscriber relationships, and developed technology and are stated at cost, less accumulated amortization and impairment losses. These intangible assets are amortized using the accelerated method based on the discounted cash flow rate or using the straight-line method.

Intangible assets with finite lives also include a patient management platform, as well as trade names and trademarks, whose valuations were determined using the cost to recreate method and the relief from royalty method, respectively. These assets are stated at cost, less accumulated amortization and impairment losses, and are amortized using the straight-line method.

Finite-lived intangibles and long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the expected future cash flows from the use of such assets (undiscounted and without interest charges) are less than the carrying value, a write-down would be recorded to reduce the carrying value of the asset to its estimated fair value. Fair value is determined based on appropriate valuation techniques. The Company determined that there was no impairment of its finite-lived intangible or long-lived assets during the six months ended June 30, 2022 and 2021.

Goodwill and Indefinite-Lived Intangible Assets

Under ASC 350, *Intangibles – Goodwill and Other*, goodwill and indefinite-lived intangible assets are reviewed at least annually for impairment.

At least annually, at the Company's fiscal year-end, or sooner if events or changes in circumstances indicate that an impairment has occurred, the Company performs a qualitative assessment to determine whether it is more likely than not that the fair value of each reporting unit is less than its carrying amount as a basis for determining whether it is necessary to complete quantitative impairment assessments for each of the Company's three reporting units (1) management services, (2) IPAs, and (3) accountable care organizations. The Company is required to perform a quantitative goodwill impairment test only if the conclusion from the qualitative assessment is that it is more likely than not that a reporting unit's fair value is less than the carrying value of its assets. Should this be the case, a quantitative analysis is performed to identify whether a potential impairment exists by comparing the estimated fair values of the reporting units with their respective carrying values, including goodwill.

An impairment loss is recognized if the implied fair value of the asset being tested is less than its carrying value. In this event, the asset is written down accordingly. The fair values of goodwill are determined using valuation techniques based on estimates, judgments, and assumptions management believes are appropriate in the circumstances.

At least annually, indefinite-lived intangible assets are tested for impairment. Impairment for intangible assets with indefinite lives exists if the carrying value of the intangible asset exceeds its fair value. The fair values of indefinite-lived intangible assets are determined using valuation techniques based on estimates, judgments and assumptions management believes are appropriate in the circumstances.

The Company had no impairment of its goodwill or indefinite-lived intangible assets during the six months ended June 30, 2022 and 2021.

Investments in Other Entities — Equity Method

The Company accounts for certain investments using the equity method of accounting when it is determined that the investment provides the Company with the ability to exercise significant influence, but not control, over the investee. Significant influence is generally deemed to exist if the Company has an ownership interest in the voting stock of the investee of between 20% and 50%, although other factors, such as representation on the investee's board of directors, are considered in determining whether the equity method of accounting is appropriate. Under the equity method of accounting, the investment, originally recorded at cost, is adjusted to recognize the Company's share of net earnings or losses of the investee and is recognized in the accompanying consolidated statements of income under income (loss) from equity method investments and also is adjusted by contributions to, and distributions from, the investee. Equity method investments are subject to impairment evaluation. There was no impairment loss recorded related to equity method investments for the years ended June 30, 2022 and 2021.

Investments in Privately Held Entities

The Company accounts for certain investments using the cost method of accounting when it is determined that the investment provides the Company with little or no influence over the investee. Under the cost method of accounting, the investment is measured at cost, adjusted for observable price changes and impairments, with changes recognized in net income. The investments in privately held entities that do not report net asset value are subject to qualitative assessment for indicators of impairments.

Medical Liabilities

APC, Alpha Care, Accountable Health Care, APCMG, and Jade (the "consolidated IPAs") and APAACO are responsible for integrated care that the associated physicians and contracted hospitals provide to their enrollees. These consolidated IPAs and APAACO provide integrated care to HMOs, Medicare, and Medi-Cal enrollees through a network of contracted providers under sub-capitation and direct patient service arrangements. Medical costs for professional and institutional services rendered by contracted providers are recorded as cost of services expenses in the accompanying consolidated statements of income.

An estimate of amounts due to contracted physicians, hospitals, and other professional providers is included in medical liabilities in the accompanying consolidated balance sheets. Medical liabilities include claims reported as of the balance sheet date and estimated IBNR claims. Such estimates are developed using actuarial methods and are based on numerous variables, including the utilization of healthcare services, historical payment patterns, cost trends, product mix, seasonality, changes in membership, and other factors. The estimation methods and the resulting reserves are periodically reviewed and updated. Many of the medical contracts are complex in nature and may be subject to differing interpretations regarding amounts due for the provision of various services. Such differing interpretations may not come to light until a substantial period of time has passed following the contract implementation.

Fiduciary Cash and Payable

The consolidated IPAs collect cash from health plans on behalf of their sub-IPAs and providers and pass the money through to them.The fiduciary cash balance of $6.1 million and $10.5 million as of June 30, 2022 and December 31, 2021, respectively, is presented within prepaid expenses and other current assets and the related payable is presented as fiduciary payable in the accompanying consolidated balance sheets.

Derivative Financial Instruments

Interest Rate Swap Agreements

The Company is exposed to interest rate risk on its floating-rate debt. The Company has entered into interest rate swap agreements to effectively convert its floating-rate debt to a fixed-rate basis. The principal objective of these contracts is to eliminate or reduce the variability of the cash flows in interest payments associated with the Company's floating-rate debt, thus reducing the impact of interest rate changes on future interest payment cash flows. Refer to Note 9 — "Credit Facility, Bank Loans, and Lines of Credit" for further information on our debt. Interest rate swap agreements are not designated as hedging instruments. Changes in the fair value on these contracts are recognized as unrealized gain or loss on investments in the accompanying consolidated statements of income and reflected in the accompanying consolidated statements of cash flows as unrealized gain or loss on interest rate swaps.

The estimated fair value of the interest rate swap agreements was determined using Level 2 inputs. As of June 30, 2022, the fair value of the interest rate swap was $1.8 million and is presented within other assets in the accompanying consolidated balance sheets. As of December 31, 2021, the fair value of the interest rate swap was $1.1 million and is presented within other long-term liabilities in the accompanying consolidated balance sheets.

Warrants

In September 2021, ApolloMed and Nutex entered into a stock purchase agreement in which ApolloMed purchased shares of common stock and warrants for $3.0 million. The purchased warrants are considered derivatives but are not designated as hedging instruments. Changes in the fair value on these contracts are recognized as unrealized gain or loss on investments in the accompanying consolidated statements of income and the accompanying consolidated statements of cash flows. The warrants are classified as a Level 2 instrument as the estimated fair value of the warrants were determined using the Black-Scholes option pricing model and inputs from observable market data. In May 2022, the Company exercised the warrants and the shares were subsequently presented within investments in marketable securities on the accompanying consolidated balance sheets. The shares are classified as Level 1 since the quoted market prices from reputable third-party brokers are available in an active market and unadjusted.

Contingent Equity Securities

In addition to the common stock and warrants purchased under the stock purchase agreement between ApolloMed and Nutex, ApolloMed is entitled to additional common stock if Nutex does not pay NMM management fees exceeding a threshold by the end of December 31, 2022. The contingent equity securities are considered to be derivatives but are not designated as hedging instruments. Changes in the fair value on these contracts are recognized as unrealized gain or loss on investments in the accompanying consolidated statements of income and the accompanying consolidated statements of cash flows. The Company determined the fair value of the contingent equity security using a probability-weighted model, which includes significant unobservable inputs (Level 3). Specifically, the Company considered various scenarios of recognizing management fees and assigned probabilities to each such scenario in determining fair value. As of June 30, 2022 and December 31, 2021, the contingent equity securities were valued at $3.2 million and $4.3 million, respectively, and is presented within prepaid and other current assets in the accompanying consolidated balance sheets.

Revenue Recognition

The Company receives payments from the following sources for services rendered: (i) commercial insurers; (ii) the federal government under the Medicare program administered by CMS; (iii) state governments under the Medicaid and other programs; (iv) other third-party payors (e.g., hospitals and IPAs); and (v) individual patients and clients.

<u>Nature of Services and Revenue Streams</u>

Revenue primarily consists of capitation revenue, risk pool settlements and incentives, GPDC revenue, management fee income, and FFS revenue. Revenue is recorded in the period in which services are rendered or the period in which the Company is obligated to provide services. The form of billing and related risk of collection for such services may vary by type of revenue and the customer. The following is a summary of the principal forms of the Company's billing arrangements and how revenue is recognized for each.

Capitation, Net

Managed care revenues of the Company consist primarily of capitated fees for medical services provided by the Company under a capitated arrangement directly made with various managed care providers including HMOs. Capitation revenue is typically prepaid monthly to the Company based on the number of enrollees selecting the Company as their healthcare provider. Capitation revenue is recognized in the month in which the Company is obligated to provide services to plan enrollees under contracts with various health plans. Minor ongoing adjustments to prior months' capitation, primarily arising from contracted HMOs finalizing their monthly patient eligibility data for additions or subtractions of enrollees, are recognized in the month they are communicated to the Company. Additionally, Medicare pays capitation using a "Risk Adjustment" model, which compensates managed care organizations and providers based on the health status (acuity) of each individual enrollee. Health plans and providers with higher acuity enrollees will receive more and those with lower acuity enrollees will receive less. Under Risk Adjustment, capitation is determined based on health severity, measured using patient encounter data. Capitation is paid on a monthly basis based on data submitted for the enrollee for the preceding year and is adjusted in subsequent periods after the final data is compiled. Positive or negative capitation adjustments are made for Medicare enrollees with conditions requiring more or less healthcare services than assumed in the interim payments. Since the Company cannot reliably predict these adjustments, periodic changes in capitation amounts earned as a result of Risk Adjustment are recognized when those changes are communicated by the health plans to the Company.

PMPM managed care contracts generally have a term of one year or longer. All managed care contracts have a single performance obligation that constitutes a series for the provision of managed healthcare services for a population of enrolled members for the duration of the contract. The transaction price for PMPM contracts is variable as it primarily includes PMPM fees associated with unspecified membership that fluctuates throughout the contract. In certain contracts, PMPM fees also include adjustments for items such as performance incentives, performance guarantees and risk sharing. The Company generally estimates the transaction price using the most likely amount methodology and amounts are only included in the net transaction price to the extent that it is probable that a significant reversal of cumulative revenue will not occur once any uncertainty is resolved. The majority of the Company's net PMPM transaction price relates specifically to the Company's efforts to transfer the service for a distinct increment of the series (e.g., day or month) and is recognized as revenue in the month in which members are entitled to service.

GPDC Capitation Revenue

CMS contracts with Direct Contracting Entities ("DCEs"), which is composed of healthcare providers operating under a common legal structure and accepts financial accountability for the overall quality and cost of medical care furnished to Medicare FFS beneficiaries aligned to the entity. The combination of the FFS model and the GPDC model changes the distribution of responsibilities, risks, costs, and rewards among CMS, DCEs, and providers. By entering into a contract with CMS, a DCE voluntarily takes on operational, financial, and legal responsibilities and risks that no party has, individually or collectively, under the existing FFS model. Each DCE bears the economic costs, and reaps the economic rewards, of fulfilling its responsibilities and managing its risks as a DCE. APAACO has applied, and been accepted, to participate in the GPDC Model for Performance Year 2022, beginning January 1, 2022.

For each performance year, CMS will pay a total benchmark amount, determined unilaterally by CMS in advance but subject to prospective adjustments throughout the year, for the totality of care provided to the DCE's population of aligned beneficiaries over the course of that year. The benchmark is net of a quality withholding applied by CMS. At the end of each performance year, a portion, or all, of the quality withholding can be earned based on APAACO's performance. GPDC capitation revenue is recognized based on the estimated transaction price to transfer the service for a distinct increment of the series (i.e., month) and is recognized net of quality incentives/penalties.

Risk Pool Settlements and Incentives

APC enters into full-risk capitation arrangements with certain health plans and local hospitals, which are administered by a third party, where the hospital is responsible for providing, arranging, and paying for institutional risk and APC is responsible for providing, arranging and paying for professional risk. Under a full-risk pool sharing agreement, APC generally receives a percentage of the net surplus from the affiliated hospital's risk pools with HMOs after deductions for the affiliated hospital's costs. Advance settlement payments are typically made quarterly in arrears if there is a surplus. The Company's risk pool settlements under arrangements with health plans and hospitals are recognized using the most likely amount methodology and amounts are only included in revenue to the extent that it is probable that a significant reversal of cumulative revenue will not occur once any uncertainty is resolved. The assumptions for historical margin, IBNR completion factors and constraint percentages were used by management in applying the most likely amount methodology.

Under capitated arrangements with certain HMOs, APC participates in one or more shared risk arrangements relating to the provision of institutional services to enrollees and thus can earn additional revenue or incur losses based upon the enrollee utilization of institutional services. Shared risk arrangements are entered into with certain health plans, which are administered by the health plan, where APC is responsible for rendering professional services, but the health plan does not enter into a capitation arrangement with a hospital and therefore the health plan retains the institutional risk. Shared risk deficits, if any, are not payable until and unless (and only to the extent) risk-sharing surpluses are generated. At the termination of the HMO contract, any accumulated deficit will be extinguished.

The Company's risk pool settlements under arrangements with HMOs are recognized, using the most likely methodology, and only included in revenue to the extent that it is probable that a significant reversal of cumulative revenue will not occur. Given the lack of access to the health plans' data and control over the members assigned to APC, the adjustments and/or the withheld amounts are unpredictable and as such APC's risk share revenue is deemed to be fully constrained until APC is notified of the amount by the health plan. Final settlement of risk pools for prior contract years generally occur in the third or fourth quarter of the following year.

In addition to risk-sharing revenues, the Company also receives incentives under "pay-for-performance" programs for quality medical care, based on various criteria. As an incentive to control enrollee utilization and to promote quality care, certain HMOs have designed quality incentive programs and commercial generic pharmacy incentive programs to compensate the Company for its efforts to improve the quality of services and efficient and effective use of pharmacy supplemental benefits provided to HMO members. The incentive programs track specific performance measures and calculate payments to the Company based on the performance measures. The Company's incentives under "pay-for-performance" programs are recognized using the most likely methodology. However, as the Company does not have sufficient insight from the health plans on the amount and timing of the shared risk pool and incentive payments these amounts are considered to be fully constrained and only recorded when such payments are known and/or received.

Generally, for the foregoing arrangements, the final settlement is dependent on each distinct day's performance within the annual measurement period, but cannot be allocated to specific days until the full measurement period has occurred and performance can be assessed. As such, this is a form of variable consideration estimated at contract inception and updated through the measurement period (i.e., the contract year), to the extent the risk of reversal does not exist and the consideration is not constrained.

NGACO AIPBP Revenue

Under the NGACO Model, CMS aligns beneficiaries to the Company to manage direct care and pay providers based on a budgetary benchmark established with CMS. The Company is responsible for managing medical costs for these beneficiaries. The beneficiaries will receive services from physicians and other medical service providers that are both in-network and out-of-network. The Company receives capitation-like AIPBP payments from CMS on a monthly basis to pay claims from in-network providers. The Company records such AIPBPs received from CMS as revenue as the Company is primarily responsible and liable for managing the patient care and for satisfying provider obligations, is assuming the credit risk for the services provided by in-network providers through its arrangement with CMS, and has control of the funds, the services provided, and the process by which the providers are ultimately paid. Claims from out-of-network providers are processed and paid by CMS, while claims from APAACO's in-network contracted providers are paid by APAACO. The Company's shared savings or losses in managing the services provided by out-of-network providers are generally determined on an annual basis after reconciliation with CMS. Pursuant to the Company's risk share agreement with CMS, the Company will be eligible to receive the savings or be liable for the deficit according to the budget established by CMS based on the Company's efficiency in managing how the beneficiaries aligned to the Company by CMS are served by in-network and out-of-network providers. The Company's savings or losses on providing such services are both capped by CMS, and are subject to significant estimation risk, whereby payments can vary significantly depending upon certain patient characteristics and other variable factors. Accordingly, the Company recognizes such surplus or deficit upon substantial completion of reconciliation and determination of the amounts. The Company records NGACO AIPBP revenues monthly. Excess AIPBPs over claims paid, plus an estimate for the related IBNR claims, are deferred and recorded as a liability until actual claims are paid or incurred. CMS will determine if there were any excess AIPBPs for the performance year and the excess is refunded to CMS.

For each performance year, CMS pays the Company in accordance with the alternative payment mechanism, if any, for which CMS has approved the Company, the risk arrangement for which the Company has been approved by CMS, and as otherwise provided in an NGACO Participation Agreement between APAACO and CMS (the "Participation Agreement"). Following the end of each performance year and at such other times as may be required under the Participation Agreement, CMS will issue a settlement report to the Company setting forth the amount of any shared savings or shared losses and the amount of other monies. If CMS owes the Company shared savings or other monies, CMS will pay the Company in full within 30 days after the date on which the relevant settlement report is deemed final, except as provided in the Participation Agreement. If the Company owes CMS shared losses or other monies owed as a result of a final settlement, the Company will pay CMS in full within 30 days after the relevant settlement report is deemed final. If the Company fails to pay the amounts due to CMS in full within 30 days after the date of a demand letter or settlement report, CMS will assess simple interest on the unpaid balance at the rate applicable to other Medicare debts under current provisions of law and applicable regulations. In addition, CMS and the U.S. Department of the Treasury may use any applicable debt collection tools available to collect any amounts owed by the Company.

The Company participates in the AIPBP track of the NGACO Model. Under the AIPBP track, CMS estimates the total annual expenditures for APAACO's assigned patients and pays that projected amount to the Company in monthly installments, and the Company is responsible for all Part A and Part B costs for in-network participating providers and preferred providers contracted by the Company to provide services to the assigned patients.

As APAACO does not have sufficient insight into the financial performance of the shared risk pool with CMS because of unknown factors related to IBNR claims, risk adjustment factors, and stop loss provisions, among other factors, an estimate cannot be developed. Due to these limitations, APAACO cannot determine the amount of surplus or deficit that will likely be recognized in the future and therefore this shared risk pool revenue is considered fully constrained. With the ending of the NGACO Model on December 31, 2021, the Company no longer receives AIPBPs but remains eligible to recognize any shared savings or loss for performance year 2021 upon issuance of the settlement report from CMS.

Management Fee Income

Management fee income encompasses fees paid for management, physician advisory, healthcare staffing, administrative and other non-medical services provided by the Company to IPAs, hospitals, and other healthcare providers. Such fees may be in the form of billings at agreed-upon hourly rates, percentages of gross revenue or fee collections, or amounts fixed on a monthly, quarterly, or annual basis. The revenue may include variable arrangements measuring factors such as hours staffed, patient visits, or collections per visit against benchmarks, and, in certain cases, may be subject to achieving quality metrics or fee collections. The Company recognizes such variable supplemental revenues in the period when such amounts are determined to be fixed and therefore contractually obligated as payable by the customer under the terms of the applicable agreement.

The Company provides a significant service of integrating the services selected by the Company's clients into one overall output for which the client has contracted. Therefore, such management contracts generally contain a single performance obligation. The nature of the Company's performance obligation is to stand ready to provide services over the contractual period. Also, the Company's performance obligation forms a series of distinct periods of time over which the Company stands ready to perform. The Company's performance obligation is satisfied as the Company completes each period's obligations.

Consideration from management contracts is variable in nature because the majority of the fees are generally based on revenue or collections, which can vary from period to period. The Company has control over pricing. Contractual fees are invoiced to the Company's clients generally monthly and payment terms are typically due within 30 days. The variable consideration in the Company's management contracts meets the criteria to be allocated to the distinct period of time to which it relates because (i) it is due to the activities performed to satisfy the performance obligation during that period and (ii) it represents the consideration to which the Company expects to be entitled.

The Company's management contracts generally have long terms (e.g., 10 years), although they may be terminated earlier under the terms of the applicable contracts. Since the remaining variable consideration will be allocated to a wholly unsatisfied promise that forms part of a single performance obligation recognized under the series guidance, the Company has applied the optional exemption to exclude disclosure of the allocation of the transaction price to remaining performance obligations.

Fee-for-Service Revenue

FFS revenue represents revenue earned under contracts in which the professional component of charges for medical services rendered by the Company's affiliated physician-owned medical groups are billed and collected from third-party payors, hospitals, and patients. FFS revenue related to the patient care services is reported net of contractual allowances and policy discounts and is recognized in the period in which the services are rendered to specific patients. All services provided are expected to result in cash flows and are therefore reflected as net revenue in the consolidated financial statements. The recognition of net revenue (gross charges, less contractual allowances) from such services is dependent on such factors as proper completion of medical charts following a patient visit, the forwarding of such charts to the Company's billing center for medical coding and entering into the Company's billing system, and the verification of each patient's submission or representation at the time services are rendered as to the payor(s) responsible for payment of such services. Revenue is recorded based on the information known at the time of entering of such information into the Company's billing systems, as well as an estimate of the revenue associated with medical services.

The Company is responsible for confirming member eligibility, performing program utilization review, potentially directing payment to the provider and accepting the financial risk of loss associated with services rendered, as specified within the Company's client contracts. The Company has the ability to adjust contractual fees with clients and possess the financial risk of loss in certain contractual obligations. These factors indicate the Company is the principal and, as such, the Company records gross fees contracted with clients in revenues.

Consideration from FFS arrangements is variable in nature because fees are based on patient encounters, credits due to clients and reimbursement of provider costs, all of which can vary from period to period. Patient encounters and related episodes of care and procedures qualify as distinct goods and services, provided simultaneously together with other readily available resources, in a single instance of service, and thereby constitute a single performance obligation for each patient encounter and, in most instances, occur at readily determinable transaction prices. As a practical expedient, the Company adopted a portfolio approach for the FFS revenue stream to group together contracts with similar characteristics and analyze historical cash collections trends. The contracts within the portfolio share the characteristics conducive to ensuring that the results do not materially differ under the new standard if it were to be applied to individual patient contracts related to each patient encounter.

Estimating net FFS revenue is a complex process, largely due to the volume of transactions, the number and complexity of contracts with payors, the limited availability at times of certain patient and payor information at the time services are provided, and the length of time it takes for collections to fully mature. These expected collections are based on fees and negotiated payment rates in the case of third-party payors, the specific benefits provided for under each patient's healthcare plans, mandated payment rates in the case of Medicare and Medicaid programs, and historical cash collections (net of recoveries) in combination with expected collections from third-party payors.

The relationship between gross charges and the transaction price recognized is significantly influenced by payor mix, as collections on gross charges may vary significantly, depending on whether the patients, to whom services are provided, in the period are insured and the contractual relationships with those payors. Payor mix is subject to change as additional patient and payor information is obtained after the period services are provided. The Company periodically assesses the estimates of unbilled revenue, contractual adjustments and discounts, and payor mix by analyzing actual results, including cash collections, against estimates. Changes in these estimates are charged or credited to the consolidated statements of income in the period that the assessment is made. Significant changes in payor mix, contractual arrangements with payors, specialty mix, acuity, general economic conditions, and healthcare coverage provided by federal or state governments or private insurers may have a significant impact on estimates and significantly affect the results of operations and cash flows.

Contract Assets

Revenues and receivables are recognized once the Company has satisfied its performance obligation. Accordingly, the Company's contract assets are comprised of receivables and receivables – related parties.

The Company's billing and accounting systems provide historical trends of cash collections and contractual write-offs, accounts receivable aging, and established fee adjustments from third-party payors. These estimates are recorded and monitored monthly as revenues are recognized. The principal exposure for uncollectible fee for service visits is from self-pay patients and, to a lesser extent, for co-payments and deductibles from patients with insurance.

Contract Liabilities (Deferred Revenue)

Contract liabilities are recorded when cash payments are received in advance of the Company's performance, or in the case of the Company's NGACO, the excess of AIPBP capitation received and the actual claims paid or incurred. The Company's contract liability balance was $20.0 million and $16.8 million as of June 30, 2022 and December 31, 2021, respectively, and is presented within accounts payable and accrued expenses in the accompanying consolidated balance sheets. During the six months ended June 30, 2022, $0.5 million of the Company's contract liability accrued in 2021 has been recognized as revenue.

Income Taxes

Federal and state income taxes are computed at currently enacted tax rates less tax credits using the asset and liability method. Deferred taxes are adjusted both for items that do not have tax consequences and for the cumulative effect of any changes in tax rates from those previously used to determine deferred tax assets or liabilities. Tax provisions include amounts that are currently payable, changes in deferred tax assets and liabilities that arise because of temporary differences between the timing of when items of income and expense are recognized for financial reporting and income tax purposes, changes in the recognition of tax positions and any changes in the valuation allowance caused by a change in judgment about the realizability of the related deferred tax assets. A valuation allowance is established when necessary to reduce deferred tax assets to amounts expected to be realized.

The Company uses a recognition threshold of more-likely-than-not and a measurement attribute on all tax positions taken or expected to be taken in a tax return in order to be recognized in the consolidated financial statements. Once the recognition threshold is met, the tax position is then measured to determine the actual amount of benefit to recognize in the consolidated financial statements.

Share-Based Compensation

The Company maintains a stock-based compensation program for employees, non-employees, directors, and consultants. The value of share-based awards is recognized as compensation expense on a cumulative straight-line basis over the vesting period of the awards, adjusted for forfeitures as they occur. From time to time, the Company issues shares of its common stock to its employees, directors, and consultants, which shares may be subject to the Company's repurchase right (but not obligation) that lapses based on time-based and performance-based vesting schedules. The fair value of options granted are determined using the Black-Scholes option pricing model and include several assumptions, including expected term, expected volatility, expected dividends, and risk-free rates. The expected term is presumed to be the midpoint between the vesting date and the end of the contractual term. The expected stock price volatility is determined based on an average of historical volatility. The expected dividend yield is based on the Company's expected dividend payouts. The risk-free interest rate is based on the U.S. Constant Maturity curve over the expected term of the option at the time of grant.

Basic and Diluted Earnings Per Share

Basic earnings per share is computed by dividing net income attributable to holders of the Company's common stock by the weighted average number of shares of common stock outstanding during the periods presented. Diluted earnings per share is computed using the weighted average number of shares of common stock outstanding, plus the effect of dilutive securities outstanding during the periods presented, using the treasury stock method. Refer to Note 15 — "Earnings Per Share" for a discussion of shares treated as treasury shares for accounting purposes.

Non-controlling Interests

The Company consolidates entities in which the Company has a controlling financial interest. The Company consolidates subsidiaries in which the Company holds, directly or indirectly, more than 50% of the voting rights, and VIEs in which the Company is the primary beneficiary. Non-controlling interests represent third-party equity ownership interests (including equity ownership interests held by certain VIEs) in the Company's consolidated entities. Net income attributable to non-controlling interests is disclosed in the consolidated statements of income.

Mezzanine Equity

Pursuant to APC's shareholder agreements, in the event of a disqualifying event, as defined in the agreements, APC could be required to repurchase its shares from the respective shareholders based on certain triggers outlined in the shareholder agreements. As the redemption feature of the shares is not solely within the control of APC, the equity of APC does not qualify as permanent equity and has been classified as mezzanine or temporary equity. Accordingly, the Company recognizes non-controlling interests in APC as mezzanine equity in the consolidated financial statements. As of June 30, 2022 and December 31, 2021, APC's shares were not redeemable, nor was it probable the shares would become redeemable.

Leases

The Company determines if an arrangement is a lease at its inception. The expected term of the lease used for computing the lease liability and right-of-use asset and determining the classification of the lease as operating or financing may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. The Company elected practical expedients for ongoing accounting that is provided by the new standard comprised of the following: (1) the election for classes of underlying asset to not separate non-lease components from lease components, and (2) the election for short-term lease recognition exemption for all leases under a 12-month term. The present value of the lease payments is calculated using a rate implicit in the lease, when readily determinable. However, as most of the Company's leases do not provide an implicit rate, the Company uses its incremental borrowing rate to determine the present value of the lease payments for the majority of its leases.

Recent Accounting Pronouncements

In October 2021, the FASB issued Accounting Standards Update ("ASU") No. 2021-08, "*Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers"* ("ASU 2021-08"). This ASU requires the entity (acquirer) recognize and measure contract assets and contract liabilities acquired in a business combination in accordance with Topic 606 as if it had originated the contracts. The amendments in this ASU are effective for fiscal years beginning after December 15, 2022, and interim periods within those fiscal years. The Company adopted ASU 2021-08 on January 1, 2022. The adoption of ASU 2021-08 did not have a material impact on the consolidated financial statements.

With the exception of the new standard discussed above, there have been no other new accounting pronouncements that have significance, or potential significance, to the Company's financial position, results of operations, and cash flows.

Recent Accounting Pronouncements Not Yet Adopted

There have been no other new accounting pronouncements that have significance, or potential significance, to the Company's financial position, results of operations, and cash flows.

3. Business Combinations and Goodwill

Jade Health Care Medical Group, Inc.

On April 19, 2022, the Company acquired 100% of the capital stock of Jade Health Care Medical Group, Inc. ("Jade"). The purchase was paid in cash. Jade is a primary and specialty care physicians' group focused on providing high-quality care to its patients in the San Francisco Bay Area in Northern California. The Company is in the process of finalizing it's purchase price allocation.

Orma Health, Inc., and Provider Growth Solutions LLC (together, "Orma Health")

On January 27, 2022, the Company acquired 100% of the capital stock of Orma Health, Inc., and Provider Growth Solutions, LLC (together, "Orma Health"). The purchase was paid in cash and in the Company's capital stock. Orma Health's real-time Clinical AI platform ingests data from multiple sources and utilizes advanced risk-stratification models to identify patients for various clinical programs, including remote patient monitoring ("RPM"), mental health support, chronic disease management, and more. Its clinical platform is also deeply integrated with Orma Health's proprietary RPM ecosystem, which consists of smart health devices and a suite of technology tools to manage patient health.

APCMG

In July 2021, the Company acquired an 80% equity interest (on a fully diluted basis) in APCMG. As part of the transaction, the Company may pay APCMG additional consideration contingent on APCMG's financial performance for fiscal year 2022 ("APCMG contingent consideration"). The APCMG contingent consideration will be met if gross revenue and earnings before interest, taxes, and depreciation, and amortization ("EBITDA") targets exceed a threshold for fiscal year 2022. The Company determined the fair value of the contingent consideration using a probability-weighted model that includes significant unobservable inputs (Level 3). Specifically, the Company considered various scenarios of gross revenue and EBITDA and assigned probabilities to each such scenario in determining fair value. As of June 30, 2022, the contingent consideration is valued at $1.0 million and was included within other long-term liabilities in the accompanying consolidated balance sheets.

Sun Labs

In August 2021, the Company acquired 49% of the aggregate issued and outstanding shares of capital stock of Sun Labs. As Sun Labs was concluded to be a VIE and the Company is the primary beneficiary, Sun Labs is consolidated by the Company. The Company is obligated to purchase the remaining equity interest within three years from the effective date. As the financing obligation is embedded in the non-controlling interest, the non-controlling interest is recognized in other long-term liabilities in the accompanying consolidated balance sheets. The Company recognized goodwill as a result of consolidating Sun Labs as a VIE.

DMG

In October 2021, DMG entered into an administrative services agreement with a subsidiary of the Company, causing the Company to reevaluate the accounting for the Company's investment in DMG. Based on the reevaluation and in accordance with relevant accounting guidance, DMG is determined to be a VIE and the Company is the primary beneficiary; DMG is consolidated by Apollo. In addition, APC-LSMA is obligated to purchase the remaining equity interest within three years from the effective date. As the financing obligation is embedded in the non-controlling interest, the non-controlling interest is recognized in other long-term liabilities in the accompanying consolidated balance sheets. The Company recognized goodwill as a result of consolidating DMG as a VIE.

The acquisitions were accounted for under the acquisition method of accounting. The fair value of the consideration for the acquired companies were allocated to acquired tangible and intangible assets and liabilities based upon their fair values. The excess of the purchase consideration over the fair value of the net tangible and identifiable intangible assets acquired was recorded as goodwill. The determination of the fair value of assets and liabilities acquired requires the Company to make estimates and use valuation techniques when market value is not readily available. The results of operations from the acquisitions have been included in the Company's financial statements from the date of acquisition. Transaction costs associated with business acquisitions are expensed as they are incurred.

At the time of acquisition, the Company estimates the amount of the identifiable intangible assets based on a valuation and the facts and circumstances available at the time. The Company determines the final value of the identifiable intangible assets as soon as information is available, but not more than one year from the date of acquisition.

Goodwill is not deductible for tax purposes.

The change in the carrying value of goodwill for the six months ended June 30, 2022 was as follows (in thousands):

Balance, January 1, 2022	$	253,039
Acquisitions		2,881
Adjustments		(2,610)
Balance, June 30, 2022	$	253,310

4. Intangible Assets, Net

At June 30, 2022, the Company's intangible assets, net, consisted of the following (in thousands):

	Useful Life (Years)	Gross June 30, 2022	Accumulated Amortization	Net June 30, 2022
Indefinite lived assets:				
Trademarks	N/A	$ 2,150	$ —	$ 2,150
Amortized intangible assets:				
Network relationships	11-21	150,679	(90,285)	60,394
Management contracts	15	22,832	(14,433)	8,399
Member relationships	12	8,997	(5,190)	3,807
Patient management platform	5	2,060	(1,871)	189
Tradename/trademarks	20	1,011	(232)	779
Subscriber relationships	5	235	(20)	215
Developed technology	6	772	(54)	718
		$ 188,736	$ (112,085)	$ 76,651

At December 31, 2021, the Company's intangible assets, net, consisted of the following (in thousands):

	Useful Life (Years)	Gross December 31, 2021	Accumulated Amortization	Net December 31, 2021
Indefinite lived assets:				
Medicare license	N/A	$ 2,150	$ —	$ 2,150
Amortized intangible assets:				
Network relationships	11-15	150,679	(84,865)	65,814
Management contracts	15	22,832	(13,563)	9,269
Member relationships	12	8,997	(4,606)	4,391
Patient management platform	5	2,060	(1,682)	378
Tradename/trademarks	20	1,011	(206)	805
		$ 187,729	$ (104,922)	$ 82,807

Included in depreciation and amortization on the accompanying consolidated statements of income is amortization expense of $3.5 million and $3.7 million for the three months ended June 30, 2022 and 2021, respectively, and $7.2 million and $7.5 million for the six months ended June 30, 2022 and 2021, respectively.

Future amortization expense is estimated to be as follows for the following years ending December 31 (in thousands):

	Amount
2022 (excluding the six months ended June 30, 2022)	$ 6,671
2023	11,804
2024	10,735
2025	9,558
2026	8,505
Thereafter	27,228
Total	$ 74,501

5. Investments in Other Entities

Equity Method

Investments in other entities – equity method consisted of the following (in thousands):

	December 31, 2021	Allocation of Income (Loss)	Funding reclassified to loan receivable	Funding	Distribution	June 30, 2022
LaSalle Medical Associates – IPA Line of Business	$ 3,034	$ 2,535	$ (2,125)	$ —	$ —	$ 3,444
Pacific Medical Imaging & Oncology Center, Inc.	1,719	22	—	—	—	1,741
531 W. College, LLC – related party	17,230	(305)	—	250	—	17,175
One MSO, LLC – related party	2,910	254	—	—	(400)	2,764
Tag-6 Medical Investment Group, LLC – related party	4,830	111	—	1,435	—	6,376
CAIPA MSO, LLC	11,992	328	—	—	—	12,320
	$ 41,715	$ 2,945	$ (2,125)	$ 1,685	$ (400)	$ 43,820

LaSalle Medical Associates — IPA Line of Business

LMA was founded by Dr. Albert Arteaga in 1996 and operates as an IPA delivering high-quality care. In September 2021, APC-LSMA sold 21.25% of its interest in LMA back to Dr. Arteaga for $6.4 million, which resulted in APC-LSMA owning a 25% interest in LMA as of June 30, 2022.

APC accounts for its investment in LMA under the equity method as APC has the ability to exercise significant influence, but not control over LMA's operations. For the three months ended June 30, 2022 and 2021, APC recognized income from this investment of $1.3 million and a loss of $3.6 million, respectively, in the accompanying consolidated statements of income. For the six months ended June 30, 2022 and June 30, 2021, APC recognized income from this investment of $2.5 million and a loss of $4.3 million, respectively, in the accompanying consolidated statements of income. The accompanying consolidated balance sheets include the related investment balances of $3.4 million and $3.0 million at June 30, 2022 and December 31, 2021, respectively.

LMA's summarized balance sheets at June 30, 2022 and December 31, 2021, and summarized statements of income for the six months ended June 30, 2022 and 2021, with respect to its IPA line of business are as follows (in thousands):

Balance Sheets

	June 30, 2022 (unaudited)	December 31, 2021 (unaudited)
Assets		
Cash and cash equivalents	$ 16,250	$ 6,619
Restricted cash	698	696
Receivables, net	5,516	2,269
Loan receivable	2,250	2,250
Total assets	$ 24,714	$ 11,834
Liabilities and Stockholders' Deficit		
Current liabilities	$ 35,266	$ 32,405
Stockholders' deficit	(10,552)	(20,571)
Total liabilities and stockholders' deficit	$ 24,714	$ 11,834

Statements of Operations

	Six Months Ended June 30, 2022 (unaudited)	2021 (unaudited)
Revenues	$ 126,067	$ 95,212
Expenses	121,406	104,570
Income (loss) from operations	4,661	(9,358)
Other loss	(58)	—
Net income (loss)	$ 4,603	$ (9,358)

Pacific Medical Imaging and Oncology Center, Inc.

APC-LSMA and PMIOC entered into a share purchase agreement whereby APC-LSMA purchased a 40% ownership interest in PMIOC. Incorporated in California in 2004, PMIOC provides comprehensive diagnostic imaging services using state-of-the-art technology. PMIOC offers high-quality diagnostic services, such as MRI/MRA, PET/CT, CT, nuclear medicine, ultrasound, digital x-rays, bone densitometry, and digital mammography, at its facilities.

APC accounts for its investment in PMIOC under the equity method of accounting as APC has the ability to exercise significant influence, but not control over PMIOC's operations. For the three months ended June 30, 2022 and 2021, APC recognized income from this investment of approximately $15,000 and a loss from this investment of $16,000, respectively, in the accompanying consolidated statements of income. For the six months ended June 30, 2022 and 2021, APC recognized income of approximately $22,000 and a loss from this investment of $30,000, respectively, in the accompanying consolidated statements of income. The accompanying consolidated balance sheets had investment balances of $1.7 million and $1.7 million at June 30, 2022 and December 31, 2021, respectively.

531 W. College LLC – Related Party

APC has a 50% ownership in 531 W. College LLC and accounts for its investment in 531 W. College, LLC under the equity method of accounting as APC has the ability to exercise significant influence, but not control over the operations of this joint venture. 531 W. College, LLC owns a former hospital campus in Los Angeles that is now leased to tenants.

For the three months ended June 30, 2022 and 2021, APC recognized a loss from this investment of $0.1 million and $9,000, respectively, in the accompanying consolidated statements of income. For the six months ended June 30, 2022 and 2021, APC recorded a loss from this investment of $0.3 million and $0.1 million, respectively, in the accompanying consolidated statements of income. The accompanying consolidated balance sheets include the related investment balances of $17.2 million and $17.2 million at June 30, 2022 and December 31, 2021, respectively.

One MSO, LLC – Related Party

APC has a 50% interest in One MSO. One MSO owns an office building in Monterey Park, California that is leased to tenants, including NMM. For the three months ended June 30, 2022 and 2021, APC recognized income of $0.1 million and $0.1 million, respectively, in the accompanying consolidated statements of income. For the six months ended June 30, 2022 and 2021, APC recognized income of $0.3 million and $0.2 million, respectively, in the accompanying consolidated statements of income. The accompanying consolidated balance sheets include the related investment balances of $2.8 million and $2.9 million at June 30, 2022 and December 31, 2021, respectively.

Tag-6 Medical Investment Group, LLC — Related Party

APC has a 50% interest in Tag 6. Tag 6 leases its building to tenants and shares common ownership with certain board members of APC and as such is considered a related party. For the three months ended June 30, 2022 and 2021, APC recognized income of $ 45,000 and $0.2 million, respectively, in the accompanying consolidated statements of income. For the six months ended June 30, 2022 and 2021, APC recognized income of $0.1 million and $0.2 million, respectively, in the accompanying consolidated statements of income. The accompanying consolidated balance sheets include the Tag 6 investment of $6.4 million and $4.8 million at June 30, 2022 and December 31, 2021, respectively.

CAIPA MSO, LLC

In August 2021, ApolloMed purchased 30% interests in CAIPA MSO, LLC for $11.7 million. CAIPA MSO is a New York-based management services organization affiliated with Chinese-American IPA d/b/a Coalition of Asian-American IPA ("CAIPA"), a leading independent practice association serving the greater New York City area.

ApolloMed accounts for its investment in CAIPA MSO under the equity method of accounting as ApolloMed has the ability to exercise significant influence, but not control over CAIPA MSO's operations. For the three months ended June 30, 2022, ApolloMed recognized income from investment of $ 0.2 million in the accompanying consolidated statements of income. For the six months ended June 30, 2022, ApolloMed recognized income of $0.3 million in the accompanying consolidated statements of income. The accompanying consolidated balance sheets include the related investment balances of $12.3 million and $12.0 million as of June 30, 2022 and December 31, 2021, respectively.

Investments in privately held entities that do not report net asset value

MediPortal, LLC

In May 2018, APC purchased 270,000 membership interests of MediPortal LLC, a New York limited liability company, for $0.4 million or $1.50 per membership interest, which represented an approximately 2.8% ownership interest. In connection with the initial purchase, APC received a five-year warrant to purchase an additional 270,000 membership interests. A five-year option to purchase an additional 380,000 membership interests and a five-year warrant to purchase 480,000 membership interests were contingent upon the portal completion date. However, APC did not exercise the option after completion of the portal. As APC does not have the ability to exercise significant influence, and lacks control over the investee, this investment is accounted for using a measurement alternative, which allows the investment to be measured at cost, adjusted for observable price changes and impairments, with changes recognized in net income.

AchievaMed

In July 2019, NMM and AchievaMed, Inc., a California corporation ("AchievaMed"), entered into an agreement in which NMM would purchase 50% of the aggregate shares of capital stock of AchievaMed over a period of time not to exceed five years. As a result of this transaction NMM invested $0.5 million for a 10% interest. The related investment balance of $0.5 million is included in investments in privately held entities in the accompanying consolidated balance sheets as of June 30, 2022.

6. Loan Receivable and Loan Receivable – Related Parties

Loan receivable

Pacific6

In October 2020, NMM received a promissory note from 6 Founder LLC, a California limited liability company doing business as Pacific6 Enterprises totaling $0.5 million as a result of the sale of the Company's interest in MWN. Interest accrues at a rate of 5% per annum and is payable monthly through the maturity date of December 1, 2023.

Loan receivable – related party

LaSalle Medical Associates Loan ("LMA Loan")

LaSalle Medical Associates ("LMA") issued a promissory note to APC-LSMA for a principal amount of $2.1 million with an August 2023 maturity date. The contractual interest rate on the LMA Loan is 1.0% above the prime rate of interest for commercial customers. APC's investment in LMA is accounted for under the equity method based on the 25% equity ownership interest held by APC-LSMA in LMA's IPA line of business (see Note 5 — "Investments in Other Entities — Equity Method").

AHMC

In October 2020, AHMC Healthcare Inc. ("AHMC") issued a promissory note to APC for a principal amount of $4.0 million with an April 2022 maturity date. The note was amended in April 2022 to extend the maturity date to April 2023. The contractual interest rate on the AHMC Note is 3.75% per annum. The AHMC Note was entered into using cash strictly related to the Excluded Assets that were generated from the series of transactions with AP-AMH. In June 2022, AHMC paid the outstanding principal and interest amount to APC. One of the Company's board members is an officer of AHMC.

The Company assessed the outstanding loan receivable under the CECL model by assessing the party's ability to pay by reviewing their interest payment history quarterly, financial history annually, and reassessing any insolvency risk that is identified. If a failure to pay occurs, the Company assesses the terms of the notes and estimates an expected credit loss based on the remittance schedule of the note.

7. Accounts Payable and Accrued Expenses

The Company's accounts payable and accrued expenses consisted of the following (in thousands):

	June 30, 2022	December 31, 2021
Accounts payable	$ 11,280	$ 9,583
Capitation payable	3,683	2,697
Subcontractor IPA payable	13,814	1,587
Professional fees	1,192	878
Due to related parties	1,242	2,301
Contract liabilities	20,030	16,798
Accrued compensation	8,681	10,107
Total accounts payable and accrued expenses	$ 59,922	$ 43,951

8. Medical Liabilities

The Company’s medical liabilities consisted of the following (in thousands):

	June 30, 2022	June 30, 2021
Medical liabilities, beginning of period	$ 55,783	$ 50,330
Acquired (see Note 3)	$ 1,609	$ —
Components of medical care costs related to claims incurred:		
Current period	313,325	158,739
Prior periods	(950)	(1,293)
Total medical care costs	312,375	157,446
Payments for medical care costs related to claims incurred:		
Current period	(204,032)	(103,302)
Prior periods	(53,978)	(45,130)
Total paid	(258,010)	(148,432)
Adjustments	742	(37)
Medical liabilities, end of period	$ 112,499	$ 59,307

9. Credit Facility, Bank Loans, and Lines of Credit

Credit Facility

The Company's debt balance consists of the following (in thousands):

	June 30, 2022	December 31, 2021
Revolver Loan	$ 180,000	$ 180,000
Real Estate Loans	23,469	7,396
Construction Loan	1,805	569
Total debt	205,274	187,965
Less: Current portion of debt	(2,413)	(780)
Less: Unamortized financing costs	(3,793)	(4,268)
Long-term debt	$ 199,068	$ 182,917

The estimated fair value of our long-term debt was determined using Level 2 inputs primarily related to comparable market prices. As of June 30, 2022 and December 31, 2021, the carrying value was not materially different from fair value, as the interest rates on the Company's debt approximated rates currently available to the Company.

The following are the future commitments of the Company's debt for the years ending December 31 (in thousands):

	Amount
2022 (excluding the six months ended June 30, 2022)	$ 2,107
2023	618
2024	642
2025	7,184
2026 and thereafter	194,723
Total	$ 205,274

Amended Credit Agreement

On June 16, 2021, the Company entered into an amended and restated credit agreement (the "Amended Credit Agreement" and the credit facility thereunder, the "Amended Credit Facility") with Truist Bank, in its capacity as administrative agent for the lenders, issuing bank, swingline lender and lender, Truist Securities, Inc., JPMorgan Chase Bank, N.A., MUFG Union Bank, N.A., Preferred Bank, Royal Bank of Canada, and Fifth Third Bank, National Association, in their capacities as joint lead arrangers and/or lenders, and the lenders from time to time party thereto, to, among other things, amend and restate that certain credit agreement, dated September 11, 2019, by and among the Company, Truist Bank, and certain lenders thereto (the credit facility thereunder, the "Credit Facility"), in its entirety. The Amended Credit Agreement provides for a five-year revolving credit facility to the Company of $400.0 million, which includes a letter of credit sub-facility of up to $25.0 million and a swingline loan sub-facility of $25.0 million. The revolving credit facility will be used to, among other things, refinance certain existing indebtedness of the Company and certain subsidiaries, finance certain future acquisitions and investments, and provide for working capital needs and other general corporate purposes. Under the Amended Credit Agreement, the terms and conditions of the Guaranty and Security Agreement (the "Guaranty and Security Agreement") between the Company, NMM and Truist Bank remain in effect.

The Company is required to pay an annual agent fee of $50,000 and an annual facility fee of 0.175% to 0.350% on the available commitments under the Amended Credit Agreement, regardless of usage, with the applicable fee determined on a quarterly basis based on the Company's leverage ratio. The Company will pay fees for standby letters of credit at an annual rate equal to 1.25% to 2.50%, as determined on a quarterly basis based on the Company's leverage ratio, plus facing fees and standard fees payable to the issuing bank on the respective letter of credit. The Company is also required to pay customary fees between the Company and Truist Bank, the lead arranger of the Amended Credit Agreement.

Generally, amounts borrowed under the Amended Credit Agreement bear interest at an annual rate equal to either, at the Company's option, (a) the rate for Eurocurrency deposits for the corresponding deposits of U.S. dollars appearing on LIBOR, adjusted for any reserve requirement in effect, plus a spread of from 1.25% to 2.50%, as determined on a quarterly basis based on the Company's leverage ratio, or (b) a base rate, plus a spread of 0.25% to 1.50%, as determined on a quarterly basis based on the Company's leverage ratio. As of June 30, 2022, the interest rate on the Credit Agreement was 4.17%. Borrowings under the Amended Credit Agreement may be prepaid at any time without penalty. If LIBOR ceases to be reported under the Amended Credit Agreement, the Company will use the secured overnight financing rate or the Company and the Agent will agree to an alternative rate of interest.

The Amended Credit Agreement requires the Company to comply with two key financial ratios, each calculated on a consolidated basis. The Company must maintain a maximum consolidated total net leverage ratio of not greater than 3.75 to 1.00 as of the last day of each fiscal quarter, provided that for any fiscal quarter during which the Company or certain subsidiaries consummate a permitted acquisition or investment, the aggregate purchase price is greater than $75.0 million, the maximum consolidated total net leverage ratio may temporarily increase by 0.25 to 1.00 to 4.00 to 1.00. The Company must maintain a minimum consolidated interest coverage ratio of not less than 3.25 to 1.00 as of the last day of each fiscal quarter.

Pursuant to the Guaranty and Security Agreement, the Company and NMM have granted the lenders under the Amended Credit Agreement a security interest in all of their assets, including, without limitation, all stock and other equity issued by their subsidiaries (including NMM) and all rights with respect to the AP-AMH Loan.

In the ordinary course of business, certain of the lenders under the Amended Credit Agreement and their affiliates have provided to the Company and its subsidiaries and the associated practices, and may in the future provide, (i) investment banking, commercial banking, cash management, foreign exchange, or other financial services, and (ii) services as a bond trustee and other trust and fiduciary services, for which they have received compensation and may receive compensation in the future.

Deferred Financing Costs

In September 2019, the Company recorded deferred financing costs of $6.5 million related to its entry into the Credit Facility. In June 2021, the Company recorded additional deferred financing costs of $0.7 million related to its entry into the Amended Credit Facility. Deferred financing costs are recorded as a direct reduction of the carrying amount of the related debt liability using straight-line amortization. The remaining unamortized deferred financing costs related to the Credit Facility and the new costs related to the Amended Credit Facility are amortized over the life of the Amended Credit Facility. At June 30, 2022 and December 31, 2021, the unamortized deferred financing cost was $3.8 million and $4.3 million, respectively.

Real Estate Loans

MPP

On July 3, 2020, MPP entered into a loan agreement with East West Bank with a maturity date of August 5, 2030. As of December 31, 2021, the principal on the loan was $6.1 million with a variable interest rate of 0.50% less than the independent index, which is the daily Wall Street Journal "Prime Rate." If the index is not available, East West Bank may designate a substitute index after notifying MPP. Monthly payments on the principal and any accrued interest rate not yet paid began in September 2020. As of June 30, 2022, the balance outstanding was $6.0 million. MPP must maintain a Debt Coverage Ratio (defined as net operating income divided by current portion of long-term debt, plus interest expense) of not less than 1.25 to 1.

AMG Properties

On August 5, 2020, AMG Properties entered into a loan agreement with East West Bank with a maturity date of August 5, 2030. As of December 31, 2021, the principal on the loan was $0.7 million with a variable interest rate of 0.30% less than the independent index, which is the daily Wall Street Journal "Prime Rate." If the index is not available, East West Bank may designate a substitute index after notifying AMG Properties. Monthly payments on the principal and any accrued interest rate not yet paid began in September 2020. As of June 30, 2022, the balance outstanding was $0.7 million. AMG Properties must maintain a Debt Coverage Ratio (defined as net operating income divided by current portion of long-term debt, plus interest expense) of not less than 1.25 to 1.

ZLL

On July 27, 2020, ZLL entered into a loan agreement with East West Bank with a maturity date of August 5, 2030. As of December 31, 2021, the principal on the loan was $0.6 million with a variable interest rate of 0.50% less than the independent index, which is the daily Wall Street Journal "Prime Rate." If the index is not available, East West Bank may designate a substitute index after notifying ZLL. Monthly payments on the principal and any accrued interest rate not yet paid began in September 2020. As of June 30, 2022, the balance outstanding was $0.6 million. ZLL must maintain a Debt Coverage Ratio (defined as net operating income divided by current portion of long-term debt, plus interest expense) of not less than 1.25 to 1.

120 Hellman LLC

On January 25, 2022, 120 Hellman LLC ("120 Hellman"), a subsidiary of APC, entered into a loan agreement with MUFG Union Bank N.A. with the principal on the loan of $16.3 million and a maturity date of March 1, 2032. The loan was used to purchase property in Monterey Park, California. The variable interest rate is 2.0% in excess of Daily Simple SOFR, which is the daily rate per annum equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York. If the index is not available, MUFG Union Bank N.A. may designate a substitute index after notifying 120 Hellman. Monthly payments on the principal and interest began in April 1, 2022. Should interest not be paid when due, it shall become part of the principal and bear interest. As of June 30, 2022, the balance outstanding was $16.2 million. 120 Hellman must maintain a Cash Flow to Debt Service ratio (defined as net profit after taxes, to which depreciation, amortization and other non-cash items are added divided by the current portion of long-term debt and capital leases) of not less than 1.25 to 1 and 35% or more of the property must also be occupied by APC.

Construction Loan

In April 2021, Tag 8 entered into a construction loan agreement with MUFG Union Bank N.A. ("Construction Loan"). Tag 8 is a VIE consolidated by the Company.

The Construction Loan allows Tag 8 to borrow up to $10.7 million with a maturity date of December 1, 2022 ("Construction Loan Term"). Interest rate is equal to an index rate determined by the bank. Monthly interest payments began on May 1, 2021, or can become part of the principal and bear interest. If construction is completed and, there are no events of default or substantial deterioration in the financial condition of Tag 8 or APC, guarantor on the loan agreement, at the maturity date of the Construction Loan Term, the loan shall convert to an amortizing loan with an extended maturity date of December 1, 2032 ("Permanent Loan Term"). Upon conversion to the Permanent Loan Term, monthly principal and interest payments shall be made beginning January 1, 2023. From January 1, 2023 until December 1, 2023, the interest rate will be 2.0% per annum in excess of the LIBOR rate. As of June 30, 2022, the likelihood of the construction being completed by the maturity date was remote. The outstanding balance as of June 30, 2022 was $1.8 million and was recorded as a current portion of long-term debt in the accompanying consolidated balance sheets. Once the loan converts to the Permanent Loan Term, APC, as Tag 8's guarantor, must maintain a Cash Flow Coverage Ratio (defined as consolidated EBITDA minus unfinanced capital expenditures and distributions paid divided by the sum of current portion of long-term debt, plus interest expense) of not less than 1.25 to 1.

Effective Interest Rate

The Company's average effective interest rate on its total debt during the six months ended June 30, 2022 and 2021, was 2.16% and 2.31%, respectively. Interest expense in the consolidated statements of income included amortization of deferred debt issuance costs for the three and six months ended June 30, 2022 and 2021, of $0.2 million and $0.4 million, respectively, and $0.5 million and $0.7 million, respectively.

Lines of Credit

APC Business Loan

On September 10, 2019, the APC Business Loan Agreement with Preferred Bank (the "APC Business Loan Agreement") was amended to, among other things, decrease loan availability to $4.1 million, limit the purpose of the indebtedness under the APC Business Loan Agreement to the issuance of standby letters of credit, and include as a permitted lien, the security interest in all of its assets that APC granted to NMM under a Security Agreement dated on or about September 11, 2019, securing APC's obligations to NMM under their management services agreement dated as of July 1, 1999, as amended.

Standby Letters of Credit

APC established irrevocable standby letters of credit with Preferred Bank under the APC Business Loan Agreement for a total of $0.3 million for the benefit of certain health plans. The standby letters of credit are automatically extended without amendment for additional one-year periods from the present or any future expiration date, unless notified by the institution in advance of the expiration date that the letter will be terminated.

Alpha Care established irrevocable standby letters of credit with Preferred Bank under the APC Business Loan Agreement for a total of $3.8 million for the benefit of certain health plans. The standby letters of credit are automatically extended without amendment for additional one-year periods from the present or any future expiration date, unless notified by the institution in advance of the expiration date that the letter will be terminated.

10. Mezzanine and Stockholders' Equity

Mezzanine

As the redemption feature of the APC shares (see Note 2 — "Basis of Presentation and Summary of Significant Accounting Policies - Mezzanine Equity") is not solely within the control of APC, the equity of APC does not qualify as permanent equity and has been classified as non-controlling interest in APC as mezzanine or temporary equity. APC's shares were not redeemable, and it was not probable that the shares would become redeemable, as of June 30, 2022 and December 31, 2021.

Stockholders' Equity

As of June 30, 2022, 140,954 holdback shares have not been issued to certain former NMM shareholders who were NMM shareholders at the time of closing of the 2017 Merger, as they have yet to submit properly completed letters of transmittal to ApolloMed in order to receive their pro rata portion of ApolloMed common stock and warrants as contemplated under the 2017 merger agreement. Pending such receipt, such former NMM shareholders have the right to receive, without interest, their pro rata share of dividends or distributions with a record date after the effectiveness of the 2017 Merger. The consolidated financial statements have treated such shares of common stock as outstanding, given the receipt of the letter of transmittal is considered perfunctory and the Company is legally obligated to issue these shares in connection with the 2017 Merger.

Treasury Stock

APC owned 11,175,702 and 10,925,702 shares of ApolloMed's common stock, respectively, as of June 30, 2022 and December 31, 2021. While such shares of ApolloMed's common stock are legally issued and outstanding, they are treated as treasury shares for accounting purposes and excluded from shares of common stock outstanding in the consolidated financial statements.

Dividends

During the three months ended June 30, 2022 and 2021, APC paid dividends of $10.0 million and $19.9 million, respectively. During the six months ended June 30, 2022 and 2021, APC paid dividends of $10.0 million and $19.9 million respectively.

During the three months ended June 30, 2022 and 2021, CDSC paid dividends of $1.5 million and $1.5 million, respectively During the six months ended June 30, 2022 and 2021, CDSC paid dividends of $2.9 million and $1.5 million, respectively.

11. Stock-Based Compensation

The following table summarizes the stock-based compensation expense recognized under all of the Company's stock plans for the three and six months ended June 30, 2022 and 2021, and associated with the issuance of restricted shares of common stock and vesting of stock options, which are included in general and administrative expenses in the accompanying consolidated statements of income (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	**2021**	**2022**	**2021**
Stock options	$ 1,141	$ 602	$ 1,921	$ 1,191
Restricted stock	2,779	954	5,054	1,711
Total stock-based compensation expense	$ 3,920	$ 1,556	$ 6,975	$ 2,902

Unrecognized compensation expense related to total share-based payments outstanding as of June 30, 2022 was $26.1 million.

Options

The Company's outstanding stock options consisted of the following:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in millions)
Options outstanding at January 1, 2022	813,965	$ 22.74	3.20	$ 41.6
Options granted	87,488	53.18	—	—
Options exercised	(38,500)	17.37	—	0.9
Options outstanding at June 30, 2022	862,953	$ 26.07	2.69	$ 16.3
Options exercisable at June 30, 2022	624,513	$ 11.04	1.70	$ 14.9

During the six months ended June 30, 2022, options were exercised for 38,500 shares of the Company's common stock, resulting in proceeds of $0.7 million. During the six months ended June 30, 2021, no stock options were exercised.

During the six months ended June 30, 2022, the Company granted 87,488 stock options to certain ApolloMed employees and Board members. The options granted during the six months ended June 30, 2022 were recognized at fair value, as determined using the Black-Scholes option pricing model as follows:

June 30, 2022	
Expected term	1.50 years - 2.25 years
Expected volatility	71.47% - 82.05%
Risk-free interest rate	1.02% - 2.47%
Market value of common stock	$17.47 - $22.73

Restricted Stock

The Company grants restricted stock to officers and employees which are earned based on service conditions. The grant date fair value of the restricted stock is that day's closing market price of the Company's common stock. During the six months ended June 30, 2022, the Company granted restricted stock totaling 520,552 shares, including 295,721 shares of restricted stock with performance conditions, with a weighted average grant date fair value of $42.01. Shares of restricted stock with performance conditions are recognized to the extent the performance conditions are probable of being achieved. The grant date fair value of restricted stock and restricted stock with performance conditions that are probable of being achieved were $10.0 million and will be recognized on a straight-line basis over the awards' vesting period.

Warrants

The Company's outstanding warrants consisted of the following:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in millions)
Warrants outstanding at January 1, 2022	1,001,740	10.49	0.94	63.1
Warrants granted	—	—	—	—
Warrants exercised	(101,953)	10.49	—	4.0
Warrants expired/forfeited	—	—	—	—
Warrants outstanding at June 30, 2022	899,787	$ 10.49	0.44	$ 25.3

Exercise Price Per Share	Warrants Outstanding	Weighted Average Remaining Contractual Life	Warrants Exercisable	Weighted Average Exercise Price Per Share
$ 10.00	462,743	0.44	462,743	$ 10.00
11.00	437,044	0.44	437,044	$ 11.00
$ 10.00 – 11.00	899,787	0.44	899,787	$ 10.49

During the six months ended June 30, 2022 and 2021, common stock warrants were exercised for 101,953 and 474,506 shares of the Company's common stock, respectively, which resulted in proceeds of approximately $1.1 million and $4.8 million, respectively. The exercise price ranged from $10.00 to $11.00 per share for the exercises during the six months ended June 30, 2022, and $9.00 to $11.00 per share for the exercises during the six months ended June 30, 2021, respectively.

12. Commitments and Contingencies

Regulatory Matters

Laws and regulations governing the Medicare program and healthcare generally are complex and subject to interpretation. The Company believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action, including fines, penalties, and exclusion from the Medicare and Medi-Cal programs.

As risk-bearing organizations, APC, Alpha Care, and Accountable Health Care are required to comply with the California Department of Managed Healthcare ("DMHC") regulations, including maintenance of minimum working capital, tangible net equity ("TNE"), cash-to-claims ratio, and claims payment requirements prescribed by the DMHC. TNE is defined as net equity less intangibles, less non-allowable assets (which include unsecured amounts due from affiliates), plus subordinated obligations.

Many of the payor and provider contracts with the Company's affiliated physician-owned medical groups are complex in nature and may be subject to differing interpretations regarding amounts due for the provision of medical services. Such differing interpretations may not come to light until a substantial period of time has passed following contract implementation. Liabilities for claims disputes are recorded when the loss is probable and can be estimated. Any adjustments to reserves are reflected in current operations.

Standby Letters of Credit

APC and Alpha Care established irrevocable standby letters of credit with a Preferred Bank for a total of $0.3 million and $3.8 million, respectively, for the benefit of certain health plans (see Note 9 — "Credit Facility, Bank Loans, and Lines of Credit - Standby Letters of Credit").

Litigation

From time to time, the Company is involved in various legal proceedings and other matters arising in the normal course of its business. The resolution of any claim or litigation is subject to inherent uncertainty and could have a material adverse effect on the Company's financial condition, cash flows, or results of operations.

Liability Insurance

The Company believes that its insurance coverage is appropriate based upon the Company's claims experience and the nature and risks of the Company's business. In addition to the known incidents that have resulted in the assertion of claims, the Company cannot be certain that its insurance coverage will be adequate to cover liabilities arising out of claims asserted against the Company, the Company's affiliated professional organizations or the Company's affiliated hospitalists in the future where the outcomes of such claims are unfavorable. The Company believes that the ultimate resolution of all pending claims, including liabilities in excess of the Company's insurance coverage, will not have a material adverse effect on the Company's financial position, results of operations, or cash flows; however, there can be no assurance that future claims will not have such a material adverse effect on the Company's business. Contracted physicians are required to obtain their own insurance coverage.

Although the Company currently maintains liability insurance policies on a claims-made basis, which are intended to cover malpractice liability and certain other claims, the coverage must be renewed annually, and may not continue to be available to the Company in future years at acceptable costs, and on favorable terms.

13. Related-Party Transactions

During the three and six months ended June 30, 2022 and 2021, NMM earned approximately $4.8 million and $4.2 million, respectively, and $11.1 million and $8.7 million, respectively, in management fees from LMA, which is accounted for under the equity method based on the 25% equity ownership interest held by APC in LMA's IPA line of business (see Note 5 — "Investments in Other Entities — Equity Method").

APC and PMIOC have an Ancillary Service Contract together whereby PMIOC provides covered services on behalf of APC to enrollees of the plans of APC. During the three and six months ended June 30, 2022 and 2021, APC paid approximately $0.7 million and $0.6 million, respectively, and $1.4 million and $1.0 million, respectively, to PMIOC for provider services, which is accounted for under the equity method based on the 40% equity ownership interest held by APC (see Note 5 — "Investments in Other Entities — Equity Method").

During the three and six months ended June 30, 2021, APC paid $1.7 million and $3.2 million, respectively, to DMG for provider services, which is accounted for under the equity method based on the 40% equity ownership interest held by APC. In October 2021, DMG was consolidated by Apollo. As such, DMG is no longer a related party.

During the three and six months ended June 30, 2022 and 2021, APC paid approximately $0.1 million and $30,000, respectively, and $0.1 million and $51,000 to Advanced Diagnostic Surgery Center for services as a provider. Advanced Diagnostic Surgery Center shares common ownership with certain board members of APC.

During the three and six months ended June 30, 2022 and 2021, APC paid approximately $0.2 million and $0.3 million, respectively, and $0.3 million and $0.4 million, respectively, to Fulgent Genetics, Inc. for services as a provider. One of the Company's board members is a board member of Fulgent Genetics, Inc.

During the three months ended June 30, 2022 and 2021, APC paid an aggregate of approximately $12.3 million and $8.2 million to shareholders, respectively, which included approximately $3.3 million and $2.2 million, respectively, to shareholders who are also officers of APC. During the six months ended June 30, 2022 and 2021, APC paid an aggregate of approximately $21.6 million and $15.6 million to shareholders, respectively, and $5.2 million and $3.8 million, respectively, to shareholders who are also officers of APC.

For the three and six months ended June 30, 2022 and 2021, SCHC paid approximately $0.1 million and $0.1 million, respectively, and $0.2 million and $0.2 million, respectively, to Numen, LLC ("Numen") for an office lease. Numen is owned by a shareholder of APC.

During the three and six ended June 30, 2022 and 2021, NMM paid approximately $0.4 million and $0.4 million, respectively, and $0.7 million and $0.7 million, respectively, to One MSO for an office lease, which is accounted for under the equity method based on 50% equity ownership interest held by APC (see Note 5 — "Investments in Other Entities — Equity Method").

During the three and six months ended June 30, 2022 and 2021, APC paid approximately $3.7 million and $3.6 million, respectively, and $7.3 million and to $7.0 million, respectively, to Arroyo Vista Family Health Center ("Arroyo Vista") for services as a provider. Arroyo Vista's chief executive officer is a member of the Company's board of directors.

The Company has agreements with Health Source MSO Inc., a California corporation ("HSMSO"), Aurion Corporation ("Aurion"), and AHMC for services provided to the Company. One of the Company's board members is an officer of AHMC, HSMSO, and Aurion. Aurion is also partially owned by one of the Company's board members. The following table sets forth fees incurred and income received related to AHMC, HSMSO, and Aurion (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
AHMC – Risk pool, capitation, claims payment	$ 14,419	$ 12,696	$ 25,785	$ 25,793
HSMSO – Management fees, net	(649)	(31)	(728)	(108)
Aurion – Management fees	(75)	(77)	(150)	(152)
Receipts, net	$ 13,695	$ 12,588	$ 24,907	$ 25,533

The Company and AHMC have a risk-sharing agreement with certain AHMC hospitals to share the surplus and deficits of each of the hospital pools. During the three and six months ended June 30, 2022 and 2021, the Company has recognized risk pool revenue under this agreement of $13.3 million and $14.2 million, and $25.3 million and $31.2 million, respectfully, of which $76.0 million and $58.4 million remained outstanding as of June 30, 2022 and December 31, 2021, respectively.

During the three and six months ended June 30, 2022, APC paid $9.3 million to purchase Apollo's stock from a board member.

In addition, affiliates wholly owned by the Company's officers, including Dr. Thomas Lam, ApolloMed's Co-CEO and President, are reported in the accompanying consolidated statements of income on a consolidated basis, together with the Company's subsidiaries, and therefore, the Company does not separately disclose transactions between such affiliates and the Company's subsidiaries as related-party transactions.

For equity method investments and loans receivable from related parties, see Note 5 — "Investment in Other Entities - Equity Method" and Note 6 — "Loan Receivable and Loan Receivable - Related Parties", respectively.

14. Income Taxes

The Company uses the liability method of accounting for income taxes as set forth in ASC 740 *Income Taxes*. Under the liability method, deferred taxes are determined based on differences between the financial statement and tax bases of assets and liabilities using enacted tax rates.

On an interim basis, the Company estimates what its anticipated annual effective tax rate will be and records a quarterly income tax provision in accordance with the estimated annual rate, plus the tax effect of certain discrete items that arise during the quarter. As the fiscal year progresses, the Company refines its estimates based on actual events and financial results during the quarter. This process can result in significant changes to the Company's estimated effective tax rate. When this occurs, the income tax provision is adjusted during the quarter in which the estimates are refined so that the year-to-date provision reflects the estimated annual effective tax rate. These changes, along with adjustments to the Company's deferred taxes and related valuation allowance, may create fluctuations in the overall effective tax rate from quarter to quarter.

As of June 30, 2022, due to the overall cumulative losses incurred in recent years, the Company maintained a full valuation allowance against its deferred tax assets related to loss entities the Company cannot consolidate under the federal tax consolidation rules, as realization of these assets is uncertain.

The Company's effective income tax rate for the six months ended June 30, 2022 and 2021, was35.1% and 30.0%, respectively. The tax rate for the six months ended June 30, 2022, differed from the U.S. federal statutory rate primarily due to state income taxes, income from flow through entities, non-deductible permanent items, and change in valuation allowance.

As of June 30, 2022, the Company does not have any unrecognized tax benefits related to various federal and state income tax matters. The Company will recognize accrued interest and penalties related to unrecognized tax benefits in income tax expense.

The Company is subject to U.S. federal income tax as well as income tax in California. The Company and its subsidiaries' state and federal income tax returns are open to audit under the statute of limitations for the years ended December 31, 2017 through December 31, 2021, and for the years ended December 31, 2018 through December 31, 2021, respectively. The Company does not anticipate material changes to the unrecognized tax benefits within the next 12 months.

15. Earnings Per Share

Basic earnings per share is calculated using the weighted average number of shares of the Company's common stock issued and outstanding during a certain period, and is calculated by dividing net income attributable to ApolloMed by the weighted average number of shares of the Company's common stock issued and outstanding during such period. Diluted earnings per share is calculated using the weighted average number of shares of common stock and potentially dilutive shares of common stock outstanding during the period, using the as-if converted method for secured convertible notes, preferred stock, and the treasury stock method for options and common stock warrants.

As of June 30, 2022 and December 31, 2021, APC held11,175,702 and 10,925,702 shares of ApolloMed's common stock, respectively, which are treated as treasury shares for accounting purposes and not included in the number of shares of common stock outstanding used to calculate earnings per share.

For the three months ended June 30, 2022 and June 30, 2021, restricted stock of 394,606 and 0, respectively were excluded from the computation of diluted weighted average common shares outstanding because the assumed proceeds, as calculated under the treasury stock method, resulted in these awards being antidilutive. For the six months ended June 30, 2022 and June 30, 2021, restricted stock of 257,193 and 0, respectively were excluded from the computation of diluted weighted average common shares outstanding because the assumed proceeds, as calculated under the treasury stock method, resulted in these awards being antidilutive.

For the three and six months ended June 30, 2022,242,899 of restricted stock with performance conditions were excluded from the computation of diluted weighted average common shares outstanding because these conditions were not achieved as of June 30, 2022.

Below is a summary of the earnings per share computations:

Three Months Ended June 30,	**2022**	**2021**
Earnings per share – basic	$ 0.25	$ 0.29
Earnings per share – diluted	$ 0.25	$ 0.28
Weighted average shares of common stock outstanding – basic	44,858,657	44,165,264
Weighted average shares of common stock outstanding – diluted	46,023,015	45,828,802

Six Months Ended June 30,	**2022**	**2021**
Earnings per share – basic	$ 0.57	$ 0.60
Earnings per share – diluted	$ 0.56	$ 0.58
Weighted average shares of common stock outstanding – basic	44,815,307	43,255,901
Weighted average shares of common stock outstanding – diluted	46,082,643	44,746,761

Below is a summary of the shares included in the diluted earnings per share computations:

Three Months Ended June 30,	2022	2021
Weighted average shares of common stock outstanding – basic	44,858,657	44,165,264
Stock options	418,322	466,104
Warrants	651,725	992,723
Restricted stock awards	94,311	204,711
Weighted average shares of common stock outstanding – diluted	46,023,015	45,828,802

Six Months Ended June 30,	2022	2021
Weighted average shares of common stock outstanding – basic	44,815,307	43,255,901
Stock options	455,170	409,154
Warrants	689,240	911,131
Restricted stock awards	122,926	170,575
Weighted average shares of common stock outstanding – diluted	46,082,643	44,746,761

16. Variable Interest Entities (VIEs)

A VIE is defined as a legal entity whose equity owners do not have sufficient equity at risk, or, as a group, the holders of the equity investment at risk lack any of the following three characteristics: decision-making rights, the obligation to absorb losses, or the right to receive the expected residual returns of the entity. The primary beneficiary is identified as the variable interest holder that has both the power to direct the activities of the VIE that most significantly affect the entity's economic performance and the obligation to absorb expected losses or the right to receive benefits from the entity that could potentially be significant to the VIE.

The Company follows guidance on the consolidation of VIEs that requires companies to utilize a qualitative approach to determine whether it is the primary beneficiary of a VIE. See Note 2 – "Basis of Presentation and Summary of Significant Accounting Policies - Variable Interest Entities" to the accompanying consolidated financial statements for information on how the Company determines VIEs and their treatment.

The following table includes assets that can only be used to settle the liabilities of APC and its VIEs, including Alpha Care and Accountable Health Care, and to which the creditors of ApolloMed have no recourse, and liabilities to which the creditors of APC, including Alpha Care and Accountable Health Care, have no recourse to the general credit of ApolloMed, as the primary beneficiary of the VIEs. These assets and liabilities, with the exception of the investment in a privately held entity that does not report net asset value per share and amounts due to affiliates, which are eliminated upon consolidation with NMM, are included in the accompanying consolidated balance sheets (in thousands). The assets and liabilities of the Company's other consolidated VIEs were not considered significant.

	June 30, 2022	December 31, 2021
Assets		
Current assets		
Cash and cash equivalents	$ 139,299	$ 161,762
Investment in marketable securities	37,807	49,066
Receivables, net	21,601	7,251
Receivables, net – related party	80,324	62,180
Income taxes receivable	4,869	1,342
Other receivables	1,786	1,833
Prepaid expenses and other current assets	6,715	11,734
Loan receivable – related party	—	4,000
Amount due from affiliate	35,960	6,598
Total current assets	328,361	305,766

	June 30, 2022	December 31, 2021
Non-current assets		
Land, property, and equipment, net	85,525	49,547
Intangible assets, net	58,799	58,282
Goodwill	116,145	109,656
Loan receivable, net of current portion	59	—
Loans receivable – related parties	2,125	89
Investment in affiliates	431,270	802,821
Investments in other entities – equity method	31,500	41,715
Investment in privately held entities	405	405
Operating lease right-of-use assets	9,898	4,953
Other assets	2,808	3,219
Total non-current assets	738,534	1,070,687
Total assets	$ 1,066,895	$ 1,376,453
Current liabilities		
Accounts payable and accrued expenses	$ 16,087	$ 11,591
Fiduciary accounts payable	6,071	10,534
Medical liabilities	71,509	44,000
Dividends payable	556	556
Current portion of long-term debt	2,413	780
Finance lease liabilities	524	110
Operating lease liabilities	1,906	1,250
Total current liabilities	99,066	68,821
Non-current liabilities		
Long-term debt, net of current portion and deferred financing costs	22,795	7,114
Deferred tax liability	3,887	1,982
Finance lease liabilities, net of current portion	1,049	193
Operating lease liabilities, net of current portion	8,333	3,950
Other long-term liabilities	8,542	9,614
Total non-current liabilities	44,606	22,853
Total liabilities	$ 143,672	$ 91,674

17. Leases

The Company has operating and finance leases for corporate offices, physicians' offices, and certain equipment. These leases have remaining lease terms ofthirty days to nine years. Some of the leases may include options to extend the lease terms for up to10 years, and some of the leases may include options to terminate the leases withinone year. As of June 30, 2022 and December 31, 2021, assets recorded under finance leases were $1.4 million and $1.3 million, respectively, and accumulated depreciation associated with finance leases were $0.8 million and $0.6 million, respectively.

Also, the Company rents or subleases certain real estate to third parties, which are accounted for as operating leases.

Leases with an initial term of 12 months or less are not recorded on the balance sheets.

The components of lease expense were as follows (in thousands):

	Three Months Ended June 30,	
	2022	2021
Operating lease cost	$ 1,547	$ 1,263
Finance lease cost		
Amortization of lease expense	142	27
Interest on lease liabilities	18	3
Sublease income	(206)	(280)
Total lease cost, net	$ 1,501	$ 1,013

	Six Months Ended June 30,	
	2022	2021
Operating lease cost	$ 3,154	$ 2,515
Finance lease cost		
Amortization of lease expense	283	54
Interest on lease liabilities	37	6
Sublease income	(332)	(473)
Total lease cost, net	$ 3,142	$ 2,102

Other information related to leases was as follows (in thousands):

	Three Months Ended June 30, 2022	Three Months Ended June 30, 2021
Supplemental Cash Flow Information		
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 1,495	$ 1,293
Operating cash flows from finance leases	18	3
Financing cash flows from finance leases	142	27

	Six Months Ended June 30, 2022	Six Months Ended June 30, 2021
Supplemental Cash Flow Information		
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 3,042	$ 3,149
Operating cash flows from finance leases	37	6
Financing cash flows from finance leases	283	54

	Six Months Ended June 30, 2022	Six Months Ended June 30, 2021
Weighted Average Remaining Lease Term		
Operating leases	6.55 years	6.56 years
Finance leases	3.11 years	3.17 years
Weighted Average Discount Rate		
Operating leases	4.92 %	6.10 %
Finance leases	4.32 %	3.00 %

The following are future minimum lease payments under non-cancellable leases for the years ending December 31 (in thousands) below:

	Operating Leases	Finance Leases
2022 (excluding the six months ended June 30, 2022)	$ 2,089	$ 309
2023	4,023	539
2024	3,636	473
2025	3,294	310
2026	2,987	56
Thereafter	7,752	—
Total future minimum lease payments	23,781	1,687
Less: imputed interest	3,624	114
Total lease liabilities	20,157	1,573
Less: current portion	3,253	524
Long-term lease liabilities	$ 16,904	$ 1,049

As of June 30, 2022, the Company does not have additional operating and finance leases that have not yet commenced.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the unaudited consolidated financial statements and the notes thereto included in Part I, Item 1, "Financial Statements" of this Quarterly Report on Form 10-Q. In addition, reference is made to our audited consolidated financial statements and notes thereto and related Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on February 28, 2022.

Overview

Apollo Medical Holdings, Inc. is a leading physician-centric, technology-powered, risk-bearing healthcare management company. Leveraging its proprietary population health management and healthcare delivery platform, ApolloMed operates an integrated, value-based healthcare model, which aims to empower the providers in its network to deliver the highest quality of care to its patients in a cost-effective manner. We, together with our affiliated physician groups and consolidated entities, provide coordinated outcomes-based medical care in a cost-effective manner.

The majority of our patients are covered by private or public insurance provided through Medicare, Medicaid, and health maintenance organizations ("HMOs"). However, a small portion of our revenue comes from non-insured patients. We provide care coordination services to each major constituent of the healthcare delivery system, including patients, families, primary care physicians, specialists, acute care hospitals, alternative sites of inpatient care, physician groups, and health plans. Our physician network consists of primary care physicians, specialist physicians, physician and specialist extenders, and hospitalists. We operate primarily through Apollo Medical Holdings, Inc. ("ApolloMed") and the following subsidiaries: NMM, AMM, and APAACO and their consolidated entities, including consolidated VIEs.

Led by a management team with several decades of experience, we are focused on physicians providing high-quality medical care, population health management, and care coordination for patients. As a result, we are well positioned to take advantage of the shift in the U.S. healthcare industry toward providing value-based and results-oriented healthcare with a focus on patient satisfaction, high-quality care, and cost efficiency.

Through our accountable care organization and a network of IPAs with more than 9,800 contracted physicians, we are responsible for coordinating care for approximately 1.2 million patients primarily in California as of June 30, 2022.

Key Financial Measures and Indicators

Operating Revenues

Our revenue, which is recorded in the period in which services are rendered and earned, primarily consists of capitation revenue, risk pool settlements and incentives, GPDC revenue, management fee income, and fee-for-services ("FFS") revenue. The form of billing and related risk of collection for such services may vary by type of revenue and the customer.

Operating Expenses

Our largest expenses consist of the cost of: (1) patient care paid to contracted physicians; (2) information technology equipment and software and; (3) hiring staff to provide management and administrative support services to our affiliated physician groups, as further described in the following sections. These services include payroll, benefits, physician practice billing, revenue cycle services, physician practice management, administrative oversight, coding services, and other consulting services.

Results of Operations

Apollo Medical Holdings, Inc.
Consolidated Statements of Income
(In thousands)
(Unaudited)

	Three Months Ended June 30, 2022	Three Months Ended June 30, 2021	$ Change	% Change
Revenue				
Capitation, net	$ 227,623	$ 144,550	$ 83,073	57 %
Risk pool settlements and incentives	18,793	16,214	2,579	16 %
Management fee income	9,984	8,143	1,841	23 %
Fee-for-services, net	11,740	4,621	7,119	154 %
Other income	1,557	2,110	(553)	(26) %
Total revenue	269,697	175,638	94,059	54 %
Operating expenses				
Cost of services, excluding depreciation and amortization	230,070	136,214	93,856	69 %
General and administrative expenses	19,894	14,199	5,695	40 %
Depreciation and amortization	4,351	4,237	114	3 %
Total expenses	254,315	154,650	99,665	64 %
Income from operations	15,382	20,988	(5,606)	(27) %
Other income (expense)				
Income (loss) from equity method investments	1,512	(3,134)	4,646	(148) %
Interest expense	(1,854)	(1,853)	(1)	— %
Interest income	421	563	(142)	(25) %
Unrealized (loss) gain on investments	(1,866)	83,769	(85,635)	(102) %
Other income (expense)	3,034	(15,883)	18,917	(119) %
Total other income, net	1,247	63,462	(62,215)	(98) %
Income before provision for income taxes	16,629	84,450	(67,821)	(80) %
Provision for income taxes	6,038	24,920	(18,882)	(76) %
Net income	10,591	59,530	(48,939)	(82) %
Net (loss) income attributable to non-controlling interest	(808)	46,872	(47,680)	(102) %
Net income attributable to Apollo Medical Holdings, Inc.	$ 11,399	$ 12,658	$ (1,259)	(10) %

	Six Months Ended June 30, 2021	2020	$ Change	% Change
Revenue				
Capitation, net	$ 449,682	$ 289,290	160,392	55 %
Risk pool settlements and incentives	36,868	34,224	2,644	8 %
Management fee income	20,457	16,693	3,764	23 %
Fee-for-services, net	22,835	7,707	15,128	196 %
Other income	3,112	3,782	(670)	(18)%
Total revenue	532,954	351,696	181,258	52 %
Operating expenses				
Cost of services, excluding depreciation and amortization	450,798	276,829	173,969	63 %
General and administrative expenses	31,837	23,663	8,174	35 %
Depreciation and amortization	8,725	8,434	291	3 %
Total expenses	491,360	308,926	182,434	59 %
Income from operations	41,594	42,770	(1,176)	(3)%
Other income (expense)				
Income (loss) from equity method investments	2,945	(3,812)	6,757	(177)%
Interest expense	(2,927)	(3,376)	449	(13)%
Interest income	467	912	(445)	(49)%
Unrealized (loss) gain on investments	(10,829)	83,769	(94,598)	(113)%
Other income (expense)	3,647	(14,579)	18,226	(125)%
Total other income (expense), net	(6,697)	62,914	(69,611)	(111)%
Income before provision for income taxes	34,897	105,684	(70,787)	(67)%
Provision for income taxes	12,233	31,696	(19,463)	(61)%
Net income	22,664	73,988	(51,324)	(69)%
Net (loss) income attributable to non-controlling interest	(2,999)	48,179	(51,178)	(106)%
Net income attributable to Apollo Medical Holdings, Inc.	$ 25,663	$ 25,809	(146)	(1)%

Net Income Attributable to Apollo Medical Holdings, Inc.

Our net income attributable to Apollo Medical Holdings, Inc. for the three months ended June 30, 2022, was $11.4 million, as compared to $12.7 million for the same period in 2021, a decrease of $1.3 million.

Our net income attributable to Apollo Medical Holdings, Inc. for the six months ended June 30, 2022, was $25.7 million, as compared to $25.8 million for the same period in 2021, a decrease of $0.1 million.

Physician Groups and Patients

As of June 30, 2022 and 2021, we managed a total of 13 and 12 groups of affiliated physicians, respectively, and the total number of patients for whom we managed the delivery of healthcare services was approximately 1.2 million and 1.1 million, respectively.

Revenue

Our revenue for the three months ended June 30, 2022, was $269.7 million, as compared to $175.6 million for the three months ended June 30, 2021, an increase of $94.1 million, or 54%. The increase in revenue was primarily attributable to the following:

(i) Capitation revenue increased by approximately $83.1 million driven by organic membership growth in our core IPAs and participation in a value-based Medicare fee-for-service model.

(ii) Fee for service increased by approximately $7.1 million driven by the consolidation of Sun Labs, beginning August 2021, and DMG, beginning October 2021, which contributed $5.8 million and increased visits to our surgery center, that had been partially closed in the prior year due to COVID-19, which contributed $1.5 million.

Our revenue for the six months ended June 30, 2022, was $533.0 million, as compared to $351.7 million for the six months ended June 30, 2021, an increase of $181.3 million, or 52%. The increase in revenue was primarily attributable to the following:

(i) Capitation revenue increased by approximately $160.4 million driven by organic membership growth in our core IPAs and participation in a value-based Medicare fee-for-service model.

(ii) Fee for service increased by approximately $15.1 million driven by the consolidation of Sun Labs, beginning August 2021, and DMG, beginning October 2021, which contributed $12.2 million and increased visits to our surgery center, that had been partially closed in the prior year due to COVID-19, which contributed $2.7 million.

Cost of Services, Excluding Depreciation and Amortization

Expenses related to cost of services for the three months ended June 30, 2022, were $230.1 million, as compared to $136.2 million for the same period in 2021, an increase of $93.9 million. The overall increase was primarily due to expected return to pre-COVID-19 medical expense run rates and growth in membership, which was commensurate to our increase in revenue.

Expenses related to cost of services for the six months ended June 30, 2022, were $450.8 million, as compared to $276.8 million for the same period in 2021, an increase of $174.0 million. The overall increase was primarily due to expected return to pre-COVID-19 medical expense run rates and growth in membership, which was commensurate to our increase in revenue.

General and Administrative Expenses

General and administrative expenses for the three months ended June 30, 2022, were $19.9 million, as compared to $14.2 million for the same period in 2021, an increase of $5.7 million, or 40%. The increase was primarily due to an increase in stock-based compensation and other general and administrative expenses to support operational growth.

General and administrative expenses for the six months ended June 30, 2022, were $31.8 million, as compared to $23.7 million for the same period in 2021, an increase of $8.2 million, or 35%. The increase was primarily due to an increase in stock-based compensation and other general and administrative expenses to support operational growth.

Depreciation and Amortization

Depreciation and amortization expenses for the three months ended June 30, 2022, were $4.4 million, as compared to $4.2 million for the same period in 2021. This amount includes depreciation of property and equipment and the amortization of intangible assets.

Depreciation and amortization expenses for the six months ended June 30, 2022, were $8.7 million, as compared to $8.4 million for the same period in 2021. This amount includes depreciation of property and equipment and the amortization of intangible assets.

Other Income (Expense)

Other income (expense) represents income, or loss, from equity method investments, interest expense, interest income, unrealized gain, or loss, on investments, and other income. Our total other income for the three months ended June 30, 2022 was $1.2 million compared to total other income of $63.5 million in 2021, a decrease of $62.2 million. The decrease in other expense was due to a decrease in unrealized gain on investments of $85.6 million. This was partially offset by an increase in other income of $18.9 million and an increase in income from equity method investments of $4.6 million.

The $85.6 million decrease in unrealized gain on investments was primarily driven by fluctuations in the stock price of a payor partner in which we hold shares. The unrealized gain of $83.8 million for the three months ended June 30, 2021 was a result of a 1-to-3 conversion of a payer partner's preferred shares to common stock as a result of the payer partner becoming a public company in June 2021. However, the stock price of our payor partner decreased for the three months ended June 30, 2022 resulting in an unrealized loss of $0.8 million. The decrease was partially offset by an unrealized gain of $1.2 million due to fluctuations in Tag 8 and APC's interest rate swap. These shares and interest rate swap are deemed Excluded Assets that are solely for the benefit of APC and its shareholders. Any resulting gain or loss does not impact net income attributable to Apollo Medical Holdings, Inc.

The $18.9 million increase in other income was primarily due to a $15.7 million write-off of the Company's beneficial interest receivable during the three months ended June 30, 2021. The Company also recognized a $2.3 million gain on equity securities sold during the three months ended June 30, 2022.

The $4.6 million increase in income from equity method investments was primarily due to APC's equity method investment in LMA. For the three months ended June 30, 2022, $1.3 million in income was recognized as compared to $3.6 million loss recognized for the three months ended June 30, 2021.

Our total other expense for the six months ended June 30, 2022 was $6.7 million compared to total other income of $62.9 million in 2021, a decrease in total other income of $69.6 million. The decrease in total other income was due to a decrease in unrealized gain on investments of $94.6 million. This was partially offset by an increase in other income of $18.2 million and an increase in income from equity method investments of $6.8 million.

The $94.6 million decrease in unrealized gain on investments is primarily driven by fluctuations in the stock price of a payor partner in which we hold shares. The unrealized gain of $83.8 million for the six months ended June 30, 2021 was a result of a 1-to-3 conversion of a payer partner's preferred shares to common stock as a result of the payer partner becoming a public company in June 2021. However, the stock price our payor partner decreased for the six months ended June 30, 2022 resulting in an unrealized loss of $11.3 million. The decrease was partially offset by an unrealized gain of $2.8 million due to fluctuations in Tag 8 and APC's interest rate swap. These shares and interest rate swap are deemed Excluded Assets that are solely for the benefit of APC and its shareholders. Any resulting gain or loss does not impact net income attributable to Apollo Medical Holdings, Inc.

The $18.2 million increase in other income was primarily due to a $15.7 million write-off of the Company's beneficial interest receivable during the six months ended June 30, 2021. The Company also recognized a $2.3 million gain on equity securities sold during the six months ended June 30, 2022. This was partially offset by $0.7 million due to a stimulus check recognized during the six months ended June 30, 2021 from the Provider Relief Fund.

The $6.8 million increase in income from equity method investments was primarily due to APC's equity method investment in LMA. For the six months ended June 30, 2022, $2.5 million in income was recognized as compared to $4.3 million loss recognized for the three months ended June 30, 2021.

Provision for Income Taxes

Provision for income taxes was $6.0 million for the three months ended June 30, 2022, as compared to provision for income taxes of $24.9 million for the same period in 2021. This was due to a decrease in pre-tax income for the three months ended June 30, 2022, period as compared to the same period in 2021, as described above.

Provision for income taxes was $12.2 million for the six months ended June 30, 2022, as compared to $31.7 million for the same period in 2021. The decrease in provision for income taxes was due to a decrease in pre-tax income for the six months ended June 30, 2022, period as compared to the same period in 2021, as described above.

Net (Loss) Income Attributable to Non-controlling Interests

Net loss attributable to non-controlling interests for the three months ended June 30, 2022, was $0.8 million, as compared to net income attributable to non-controlling interests for the three months ended June 30, 2021 of $46.9 million, respectively, a decrease of $47.7 million. The decrease was primarily driven by an unrealized loss resulting from a decreased fair value in our marketable securities related to shares held of a payor partner.

Net loss attributable to non-controlling interests for the six months ended June 30, 2022 and June 30, 2021, was $3.0 million and $48.2 million, respectively, a decrease of $51.2 million. The decrease was primarily driven by an unrealized loss resulting from a decreased fair value in our marketable securities related to shares held of a payor partner.

2022 Guidance

ApolloMed continues to maintain the following guidance for total revenue, net income, EBITDA, and Adjusted EBITDA (which it previously disclosed on May 5, 2022), based on the Company's existing business, current view of existing market conditions and assumptions for the year ending December 31, 2022.

($ in millions)	2022 Guidance Range	
	Low	**High**
Total revenue	$ 1,055.0	$ 1,085.0
Net income	$ 38.0	$ 57.0
EBITDA	$ 81.0	$ 111.0
Adjusted EBITDA	$ 136.0	$ 166.0

See "Guidance Reconciliation of Net Income to EBITDA and Adjusted EBITDA" and "Use of Non-GAAP Financial Measures" below for additional information. There can be no assurance that actual amounts will not be materially higher or lower than these expectations. See "Forward-Looking Statements" below for additional information.

Guidance Reconciliation of Net Income to EBITDA and Adjusted EBITDA

(in thousands)	2022 Guidance Range	
	Low	**High**
Net income	$ 38,000	$ 57,000
Interest expense	4,000	4,000
Provision for income taxes	20,000	31,000
Depreciation and amortization	19,000	19,000
EBITDA	81,000	111,000
Provider bonus payments	16,000	16,000
Stock-based compensation	13,000	13,000
APC excluded assets costs	9,000	9,000
Net loss adjustment for recently acquired IPAs	17,000	17,000
Adjusted EBITDA	$ 136,000	$ 166,000

Set forth below are reconciliations of Net Income to EBITDA and Adjusted EBITDA for the three and six months ended June 30, 2022 and 2021:

Reconciliation of Net Income to EBITDA and Adjusted EBITDA

(in thousands)	Three Months Ended June 30, 2022	Three Months Ended June 30, 2021	Six Months Ended June 30, 2022	Six Months Ended June 30, 2021
Net income	$ 10,591	$ 59,530	$ 22,664	$ 73,988
Interest expense	1,854	1,853	2,927	3,376
Interest income	(421)	(563)	(467)	(912)
Provision for income taxes	6,038	24,920	12,233	31,696
Depreciation and amortization	4,351	4,237	8,725	8,434
EBITDA	22,413	89,977	46,082	116,582
(Income) loss from equity method investments	(1,512)	3,134	(2,945)	3,812
Other income	(3,034) [1]	15,883	(3,647) [1]	14,579
Unrealized loss (gain) on investments	1,866	(83,769)	10,829	(83,769)
Provider bonus payments	401	—	401	—
Stock-based compensation	3,920	1,556	6,975	2,902
APC excluded assets costs	6,957	148	7,707	397
Net loss adjustment for recently acquired IPAs	5,923	5,514	9,712	8,708
Adjusted EBITDA	$ 36,934	$ 32,443	$ 75,114	$ 63,211

[1] Other income includes gain on sale of equity securities.

Use of Non-GAAP Financial Measures

This Quarterly Report on Form 10-Q contains the non-GAAP financial measures EBITDA and Adjusted EBITDA, of which the most directly comparable financial measure presented in accordance with U.S. generally accepted accounting principles ("GAAP") is net income. These measures are not in accordance with, or alternatives to GAAP, and may be different from other non-GAAP financial measures used by other companies. The Company uses Adjusted EBITDA as a supplemental performance measure of our operations, for financial and operational decision-making, and as a supplemental means of evaluating period-to-period comparisons on a consistent basis. Adjusted EBITDA is calculated as earnings before interest, taxes, depreciation, and amortization, excluding income or loss from equity method investments, unrealized gain or loss, provider bonuses, APC excluded assets costs, stock-based compensation, net loss adjustment for recently acquired IPAs, and other income or expenses recognized that are not related to the Company's normal operations. Adjusted EBITDA also excludes the effect on EBITDA of certain IPAs we recently acquired.

The Company believes the presentation of these non-GAAP financial measures provides investors with relevant and useful information, as it allows investors to evaluate the operating performance of the business activities without having to account for differences recognized because of non-core or non-recurring financial information. When GAAP financial measures are viewed in conjunction with non-GAAP financial measures, investors are provided with a more meaningful understanding of the Company's ongoing operating performance. In addition, these non-GAAP financial measures are among those indicators the Company uses as a basis for evaluating operational performance, allocating resources, and planning and forecasting future periods. Non-GAAP financial measures are not intended to be considered in isolation, or as a substitute for, GAAP financial measures. To the extent this release contains historical or future non-GAAP financial measures, the Company has provided corresponding GAAP financial measures for comparative purposes. The reconciliation between certain GAAP and non-GAAP measures is provided above.

Liquidity and Capital Resources

Cash, cash equivalents, and investment in marketable securities at June 30, 2022, totaled $273.7 million as compared to $286.5 million at December 31, 2021. Working capital totaled $275.8 million at June 30, 2022, as compared to $283.4 million at December 31, 2021, a decrease of $7.6 million.

We have historically financed our operations primarily through internally generated funds. We generate cash primarily from capitation contracts, risk pool settlements and incentives, fees for medical management services provided to our affiliated physician groups, and FFS reimbursements. We generally invest cash in money market accounts, which are classified as cash and cash equivalents. We believe we have sufficient liquidity to fund our operations through at least the next 12 months.

Our cash, cash equivalents, and restricted cash increased by $1.1 million from $233.1 million at December 31, 2021, to $234.2 million at June 30, 2022. Cash provided by operating activities for the six months ended June 30, 2022, was $33.1 million, as compared to cash provided by operating activities of $31.3 million for the six months ended June 30, 2021. The increase in cash provided by operating activities was primarily driven cash received from revenues and cash paid for cost of revenues and operating expenses, and changes in operating assets and liabilities, including the timing of income tax payments. Our primary source of cash provided by our operations are capitation revenues and timing of our risk pool and incentive settlements. Use of cash from our operating activities include payments to contracted physicians for providing patient care and personnel-related costs to support our continued growth in operations.

Cash used in investing activities during the six months ended June 30, 2022 was $12.2 million, primarily due to purchases of property and equipment of $18.8 million, payments for business acquisition, net of cash, of $0.9 million, purchase of marketable securities of $1.8 million, and funding for an equity method investment of $1.7 million. The cash used in investing activities was partially offset by proceeds from the repayment of a loan receivable of $4.0 million, the sale of marketable securities of $6.5 million, and distributions from an equity method investment of $0.4 million. Cash used in investing activities during the six months ended June 30, 2021, was $9.8 million, primarily due to purchases of property and equipment of $7.4 million, prepayment for investment purchase of $4.5 million, funding for an equity method investment of $1.7 million, and purchase of marketable securities of $0.7 million. The cash used in investing activities was partially offset by cash received from consolidation of Tag 8 of $3.3 million and proceeds from sale of marketable securities of $1.1 million.

Cash used in financing activities during the six months ended June 30, 2022 was $19.7 million as compared to cash used in financing activities of $38.2 million for the six months ended June 30, 2021. Cash used in financing activities during the six months ended June 30, 2022 was primarily due to dividend payments of $12.6 million, repurchase of shares of $9.5 million, repayment of debt of $0.2 million, and a repayment of finance lease obligations of $0.3 million. This was partially offset by borrowings from the Construction Loan totaling $1.2 million and proceeds from the exercise of options and warrants of $1.7 million. Cash used for the six months ended June 30, 2021 was primarily due to the repayment of debt of $238.2 million, dividend payments of $21.1 million, and a repurchase of shares of $3.0 million. The cash used in financing activities was partially offset by a drawdown of $180.0 million on the Amended Credit Facility, proceeds from sale of shares of $40.1 million, and proceeds from the exercise of options and warrants of $4.8 million.

Excluded Assets

In September 2019, APC and AP-AMH entered into Second Amendment to Series A Preferred Stock Purchase Agreement, which clarified the term "Excluded Assets". "Excluded Assets" means (i) assets received from the sale of shares of the Series A Preferred Stock equal to the Series A Purchase Price (as defined in the purchase agreement), (ii) the assets of APC that are not Healthcare Services Assets (as defined in the purchase agreement), including APC's equity interests in Apollo Medical Holdings, Inc., and any entity that is primarily engaged in the business of owning, leasing, developing, or otherwise operating real estate, (iii) any assets acquired with the proceeds of the sale, assignment, or other disposition of any of the assets described in clauses (i) or (ii), and (iv) any proceeds of the assets described in clauses (i), (ii), and (iii).

The Excluded Assets as of June 30, 2022, are primarily comprised of assets and liabilities from operating real estate and proceeds from the sale of UCI. Any dividends issued to APC shareholders are paid using cash from Excluded Assets. As of June 30, 2022 and December 31, 2021, the Excluded Assets balance consisted of the following (in thousands):

	June 30, 2022	December 31, 2021
Cash and cash equivalents	$ 20,600	$ 62,540
Investment in marketable securities	37,807	49,066
Land, property, and equipment, net	75,697	42,114
Loan receivable – related parties	—	4,000
Investments in other entities – equity method	26,314	24,969
Other receivable and assets	1,664	936
Other liabilities	(199)	(1,178)
Long-term debt	(24,338)	(7,645)
Total Excluded Assets	$ 137,545	$ 174,802

Credit Facilities

The Company's debt balance consisted of the following (in thousands):

		June 30, 2022
Revolver Loan	$	180,000
Real Estate Loans		23,469
Construction Loan		1,805
Total debt		205,274
Less: Current portion of debt		(2,413)
Less: Unamortized financing costs		(3,793)
Long-term debt	$	199,068

The following are the future commitments of the Company's debt for the years ending December 31 (in thousands) below:

		Amount
2022 (excluding the six months ended June 30, 2022)	$	2,107
2023		618
2024		642
2025		7,184
2026 and thereafter		194,723
Total	$	205,274

Credit Agreement

On June 16, 2021, the Company entered into an amended and restated credit agreement (the "Amended Credit Agreement" and the credit facility thereunder, the "Amended Credit Facility") with Truist Bank, in its capacities as administrative agent for the lenders (in such capacity, the "Agent"), issuing bank, swingline lender and a lender, Truist Securities, Inc., JPMorgan Chase Bank, N.A., MUFG Union Bank, N.A., Preferred Bank, Royal Bank of Canada, and Fifth Third Bank, National Association, in their capacities as joint lead arrangers and/or lenders (the "Lenders"), and Bank of the West, The Toronto-Dominion Bank, New York Branch, Well Fargo, National Association, and City National Bank in their capacities as Lenders, to, among other things, amend and restate that certain credit agreement, dated September 11, 2019, by and among the Company, certain Lenders and the Agent (the credit facility thereunder, the "Credit Facility"), in its entirety.

The Amended Credit Agreement provides for a five-year revolving credit facility ("Revolver Loan") to the Company of $400.0 million, which includes a letter of credit sub-facility of up to $25.0 million and a swingline loan sub-facility of $25.0 million. The revolving credit facility will be used to, among other things, refinance certain existing indebtedness of the Company and certain subsidiaries, finance certain future acquisitions and investments, and provide for working capital needs and other general corporate purposes. Under the Amended Credit Agreement, the terms and conditions of the Guaranty and Security Agreement remain in effect.

The Amended Credit Agreement requires the Company to comply with two key financial ratios, each calculated on a consolidated basis.

Refer to Note 9 – "Credit Facility, Bank Loans, and Lines of Credit" to our consolidated financial statements under Item 1 in this Quarterly Report on Form 10-Q for additional information.

Deferred Financing Costs

In September 2019, the Company recorded deferred financing costs of $6.5 million related to its entry into the Credit Facility. In June 2021, the Company recorded additional deferred financing costs of $0.7 million related to its entry into the Amended Credit Facility. Deferred financing costs are recorded as a direct reduction of the carrying amount of the related debt liability using straight-line amortization. The remaining unamortized deferred financing costs related to the Credit Facility and the new costs related to the Amended Credit Facility are amortized over the life of the Amended Credit Facility.

Effective Interest Rate

The Company's average effective interest rate on its total debt during the six months ended June 30, 2022 and 2021, were 2.16% and 2.31%, respectively. Interest expense in the consolidated statements of operations included amortization of deferred debt issuance costs for the three and six months ended June 30, 2022 and 2021, of $0.2 million and $0.4 million, respectively, and $0.5 million and $0.7 million, respectively.

Real Estate Loans

On December 31, 2020, using cash comprised solely of Excluded Assets, APC purchased a 100% interest in MPP, AMG Properties, and ZLL. As a result of the purchase on the date of acquisition, APC assumed $6.4 million, $0.7 million, and $0.7 million of existing loans held by MPP, AMG Properties, and ZLL, respectively. Refer to Note 9 – "Credit Facility, Bank Loans, and Lines of Credit" to our consolidated financial statements under Item 1 in this quarterly report on Form 10-Q for additional information.

On January 25, 2022, 120 Hellman entered into a real estate loan agreement with MUFG Union Bank N.A. and borrowed $16.3 million. Refer to Note 9 – "Credit Facility, Bank Loans, and Lines of Credit" to our consolidated financial statements under Item 1 in this quarterly report on Form 10-Q for additional information.

Construction Loan

In April 2021, Tag 8 entered into a construction loan agreement with MUFG Union Bank N.A. ("Construction Loan") that allows Tag 8 to borrow up to $10.7 million. Tag 8 is a VIE consolidated by the Company. Refer to Note 9 – "Credit Facility, Bank Loans, and Lines of Credit" to our consolidated financial statements under Item 1 in this quarterly report on Form 10-Q for additional information.

Intercompany Loans

Each of AMH, MMG, AKM Medical Group, Inc. ("AKM"), SCHC, and Bay Area Hospitalist Associates ("BAHA") has entered into an Intercompany Loan Agreement with AMM under which AMM has agreed to provide a revolving loan commitment to each such affiliated entity in an amount set forth in each Intercompany Loan Agreement. Each Intercompany Loan Agreement with AMM provides that AMM's obligation to make any advances automatically terminates upon the termination of the management agreement with the applicable affiliated entity. In addition, each Intercompany Loan Agreement provides that (i) any material breach by the shareholder of record of the applicable Physician Shareholder Agreement or (ii) the termination of the management agreement with the applicable affiliated entity constitutes an event of default under the Intercompany Loan Agreement. All the intercompany loans have been eliminated in consolidation (in thousands).

Jade entered into an Intercompany Loan Agreement with NMM pursuant to which NMM agreed to provide a revolving loan commitment to Jade. The Intercompany Loan agreement between NMM and Jade matures on June 1, 2024.

			Six Months Ended June 30, 2022			
Entity	**Intercompany Credit Facility**	**Interest Rate per Annum**	**Maximum Balance During Period**	**Ending Balance**	**Principal Paid During Period**	**Interest Paid During Period**
AMH	$ 10,000	10 %	$ 6,588	$ 6,588	$ —	$ —
MMG	3,000	10 %	3,663	3,663	—	—
AKM	5,000	10 %	—	—	—	—
SCHC	5,000	10 %	5,362	5,362	—	—
BAHA	250	10 %	4,066	3,945	—	—
Jade	10,000	5 %	2,000	2,000	—	—
	$ 33,250		$ 21,679	$ 21,558	$ —	$ —

Critical Accounting Policies and Estimates

The preparation of financial statements and related disclosures in conformity with U.S. GAAP requires our management to make judgments, assumptions, and estimates that affect the amounts of revenue, expenses, income, assets, and liabilities, reported in our consolidated financial statements and accompanying notes. Actual results and the timing of recognition of such amounts could differ from those judgments, assumptions, and estimates. In addition, judgments, assumptions, and estimates routinely require adjustment based on changing circumstances and the receipt of new or better information. Understanding our accounting policies and the extent to which our management uses judgment, assumptions, and estimates in applying these policies, therefore, is integral to understanding our financial statements. Critical accounting policies and estimates are defined as those that are reflective of significant judgments and uncertainties, and potentially result in materially different results under different assumptions and conditions. We summarize our most significant accounting policies in relation to the accompanying consolidated financial statements in Note 2 — "Basis of Presentation" thereto. Please also refer to the Critical Accounting Policies section of Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021.

New Accounting Pronouncements

See Note 2 — "Basis of Presentation" to the accompanying consolidated financial statements for recently issued accounting pronouncements, including information on new accounting standards and the future adoption of such standards.

Off-Balance Sheet Arrangements

As of June 30, 2022, we had no off-balance sheet arrangements that are or have been reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures, or capital resources that are material to investors.

Inflation

Inflation and changing prices have had de minimis effect on our continuing operations over our two most recent fiscal years.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

Borrowings under our Amended Credit Agreement exposed us to interest rate risk. As of June 30, 2022, we had $180.0 million in outstanding borrowings under our Amended Credit Agreement. The amount borrowed under the Amended Credit Agreement bears interest at an annual rate equal to either, at the Company's option, (a) the rate for Eurocurrency deposits for the corresponding deposits of U.S. dollars appearing on LIBOR, adjusted for any reserve requirement in effect, plus a spread of 1.25% to 2.50%, as determined on a quarterly basis based on the Company's leverage ratio, or (b) a base rate, plus a spread of 0.25% to 1.50%, as determined on a quarterly basis based on the Company's leverage ratio. The base rate is defined in a manner such that it will not be less than LIBOR. In addition, as of June 30, 2022, Tag 8, a VIE consolidated by the Company, had $1.8 million in outstanding borrowings for the Construction Loan. Interest rate on the "Construction Loan" is equal to an index rate determined by the bank. Furthermore, as of June 30, 2022, APC had $23.5 million in outstanding borrowings for real estate loans related to ZLL, MPP, AMG Properties, and 120 Hellman ("Real Estate Loans"). Each agreement bears interest that is subject to change from time to time based on changes in an independent index, which is the daily Wall Street Journal Prime Rate, as quoted in the "Money Rates" column of The Wall Street Journal (Western edition) as determined by the Lender (the "Index"). On the dates of the agreement, the Index is 3.25% per annum. Under no circumstances will the interest rate on this loan be less than 3.50% per annum or more than the maximum rate allowed by applicable law. The Company has entered into interest rate swap agreements for certain of these agreements to effectively convert its floating-rate debt to a fixed-rate basis. The principal objective of these contracts is to eliminate or reduce the variability of the cash flows in interest payments associated with the Company's floating-rate debt, thus reducing the impact of interest rate changes on future interest payment cash flows. A hypothetical 1% change in our interest rates for our outstanding borrowings under our Credit Agreement, Construction Loan, and Real Estate Loans would have increased or decreased our interest expense for the three months ended June 30, 2022, by $2.1 million.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of June 30, 2022, we carried out an evaluation, under the supervision and with the participation of our management, including our Co-Chief Executive Officers and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based on that evaluation, our management, including Co-Chief Executive Officers and Chief Financial Officer, concluded that our disclosure controls and procedures as defined in Rules 13a-15(e) and 15(d)-15(e) under the Exchange Act, were effective as of June 30, 2022, to ensure that information required to be disclosed by us in this Quarterly Report on Form 10-Q or submitted under the Exchange Act is (i) recorded, processed, summarized, and reported within the time periods specified in the SEC rules and forms and (ii) accumulated and communicated to our management, including our principal executive officers and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under Exchange Act) during our second fiscal quarter of 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

In the ordinary course of our business, we from time to time become involved in pending and threatened legal actions and proceedings. Many of the Company's payor and provider contracts are complex in nature and may be subject to differing interpretations regarding amounts due for the provision of medical services, which may not come to light until a substantial period of time has passed following contract implementation. We may also become subject to other lawsuits which could involve significant claims and/or significant defense costs, but as of the date of this Quarterly Report on Form 10-Q, except as disclosed, we are not a party to any lawsuit or proceeding which management expects to, individually or in the aggregate, have a material adverse effect on us or our business. The resolution of any claim or litigation is subject to inherent uncertainty and could have a material adverse effect on the Company's financial condition, cash flows, or results of operations.

ITEM 1A. RISK FACTORS

Our business, financial condition, and operating results are affected by a number of factors, whether currently known or unknown, including risks specific to us or the healthcare industry, as well as risks that affect businesses in general. In addition to the information and risk factors set forth in this Quarterly Report on Form 10-Q, you should carefully consider the factors discussed in Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on February 28, 2022. The risks disclosed in such Annual Report and in this Quarterly Report could materially adversely affect our business, financial condition, cash flows, or results of operations and thus our stock price. We believe there have been no material changes in our risk factors from those disclosed in the Annual Report. However, additional risks and uncertainties not currently known or which we currently deem to be immaterial may also materially adversely affect our business, financial condition, or results of operations.

These risk factors may be important to understanding other statements in this Quarterly Report and should be read in conjunction with the consolidated financial statements and related notes in Part I, Item 1, "Financial Statements" and Part I, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Quarterly Report on Form 10-Q. Because of such risk factors, as well as other factors affecting the Company's financial condition and operating results, past financial performance should not be considered to be a reliable indicator of future performance, and investors should not use historical trends to anticipate results or trends in future periods.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None for the six months ended June 30, 2022.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

The following exhibits are either incorporated by reference into or filed or furnished with this Quarterly Report on Form 10-Q, as indicated below.

Exhibit No.	Description
2.1†	Agreement and Plan of Merger, dated December 21, 2016, among Apollo Medical Holdings, Inc., Network Medical Management, Inc., Apollo Acquisition Corp., and Kenneth Sim, M.D. (the "Merger Agreement") (incorporated herein by reference to Annex A to the joint proxy statement/prospectus filed pursuant to Rule 424(b)(3) on November 15, 2017, that is a part of a Registration Statement on Form S-4)
2.2	Amendment to the Merger Agreement, dated March 30, 2017, among Apollo Medical Holdings, Inc., Network Medical Management, Inc., Apollo Acquisition Corp., and Kenneth Sim, M.D. (incorporated herein by reference to Annex A to the joint proxy statement/prospectus filed pursuant to Rule 424(b)(3) on November 15, 2017 that is a part of a Registration Statement on Form S-4)
2.3	Amendment No. 2 to the Merger Agreement, dated October 17, 2017, among Apollo Medical Holdings, Inc., Network Medical Management, Inc., Apollo Acquisition Corp. and Kenneth Sim, M.D. (incorporated herein by reference to Annex A to the joint proxy statement/prospectus filed pursuant to Rule 424(b)(3) on November 15, 2017 that is a part of a Registration Statement on Form S-4)
2.4†	Stock purchase agreement dated March 15, 2019 (incorporated herein by reference to Exhibit 2.4 to the Company's Quarterly Report on Form 10-Q filed on May 10, 2019)
3.1	Restated Certificate of Incorporation (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on January 21, 2015)
3.2	Certificate of Amendment of Restated Certificate of Incorporation (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on April 27, 2015)
3.3	Certificate of Amendment of Restated Certificate of Incorporation (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on December 13, 2017)
3.4	Certificate of Amendment of Restated Certificate of Incorporation (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed June 21, 2018)
3.5	Restated Bylaws (incorporated herein by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q filed on November 16, 2015)
3.6	Amendment to Sections 3.1 and 3.2 of Article III of Bylaws (incorporated herein by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on December 13, 2017)
3.7	Amendment to Sections 3.1 and 3.2 of Article III of Bylaws (incorporated herein by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on June 21, 2018)
4.1	Certificate of Designation of Series A Convertible Preferred Stock (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on October 19, 2015).
4.2	Amended and Restated Certificate of Designation of Apollo Medical Holdings, Inc. (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on April 4, 2016).
4.3	Form of Certificate for Common Stock of Apollo Medical Holdings, Inc., par value $0.001 per share (incorporated herein by reference to Exhibit 4.1 to the Company's Annual Report on Form 10-K filed on April 2, 2018).
4.4	Form of Warrant issued as Merger Consideration pursuant to the Merger Agreement for the purchase of Common Stock of Apollo Medical Holdings, Inc., exercisable at $11.00 per share (incorporated herein by reference to Exhibit 4.3 to the Company's Annual Report on Form 10-K filed on April 2, 2018).
4.5	Form of Warrant issued as Merger Consideration pursuant to the Merger Agreement for the purchase of Common Stock of Apollo Medical Holdings, Inc., exercisable at $10.00 per share (incorporated herein by reference to Exhibit 4.4 to the Company's Annual Report on Form 10-K filed on April 2, 2018).
4.6	Common Stock Purchase Warrant ("Series A Warrant") dated October 14, 2015, originally issued by Apollo Medical Holdings, Inc. to Network Medical Management, Inc. to purchase 1,111,111 shares of common stock and subsequently issued as Merger Consideration pursuant to the Merger Agreement (incorporated herein by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on October 19, 2015).

4.7	Form of Assignment of Series A Warrant as Merger Consideration pursuant to the Merger Agreement (incorporated herein by reference to Exhibit 4.6 to the Company’s Annual Report on Form 10-K filed on April 2, 2018).
4.8	Common Stock Purchase Warrant (“Series B Warrant”) dated March 30, 2016, originally issued by Apollo Medical Holdings, Inc. to Network Medical Management, Inc. to purchase 555,555 shares of common stock and subsequently issued as Merger Consideration pursuant to the Merger Agreement (incorporated herein by reference to Exhibit 4.1 to the Company’s Current Report on Form 8-K filed on April 4, 2016).
4.9	Form of Assignment of Series B Warrant as Merger Consideration pursuant to the Merger Agreement (incorporated herein by reference to Exhibit 4.8 to the Company’s Annual Report on Form 10-K filed on April 2, 2018).
4.10	Description of Registered Securities
10.1*+	Employment Agreement, dated April 12, 2022, between Network Medical Management, Inc. and Chandan Basho.
31.1*	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.3*	Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32**	Certification of Principal Executive Officers and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)
*	Filed herewith.
**	Furnished herewith
+	Management contract or compensatory plan, contract or arrangement
†	The schedules and exhibits thereof have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the SEC upon request.

SIGNATURE

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

APOLLO MEDICAL HOLDINGS, INC.

Dated: August 9, 2022	By:	/s/ Thomas Lam
		Thomas Lam, M.D., M.P.H. Co-Chief Executive Officer & President (Principal Executive Officer)
Dated: August 9, 2022	By:	/s/ Brandon Sim
		Brandon Sim Co-Chief Executive Officer (Principal Executive Officer)
Dated: August 9, 2022	By:	/s/ Chandan Basho
		Chandan Basho Interim Chief Financial Officer (Principal Financial Officer)

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of April 12, 2022, by and between Network Medical Management, Inc., a California corporation (the "Employer"), and Chandan Basho (the "Employee," and together with the Employer, collectively referred to as the "Parties") to become effective on the "Effective Date" as set forth in Section 21 below.

WHEREAS, the Employer desires to employ the Employee from and after the Effective Date on the terms and conditions set forth below, and the Employee is willing to serve the Employer on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Employment.

(a) Engagement and Duties. Employer hereby employs Employee as Chief Strategy Officer ("CSO") during the term of this Agreement to perform the duties outlined in Exhibit A to this Agreement and such other duties as may be assigned to the Employee from time to time by Employer's Chief Executive Officer. Employee hereby accepts such employment by Employer upon the terms and subject to conditions set forth in this Agreement. Employee shall report to Brandon Sim, Co-Chief Executive Officer. Employee shall devote best efforts, skills and abilities, on a full-time basis, exclusively to the Employer's business. Employee covenants and agrees to faithfully adhere to and fulfill such policies as are established from time to time by the Board of Directors of Apollo Medical Holdings, Inc. (the "Board") or the Employer ("Policies").

(b) Performance of Services for Affiliates. In addition to the performance of services for Employer, Employee shall, to the extent so required by Employer, also perform services for its "Affiliates" (as defined in Section 6 below), provided that such services are consistent with the kind of services Employee performs or may be required to perform for Employer under this Agreement. If Employee performs any services for any Affiliate, Employee shall not be entitled to receive any compensation or remuneration in addition to or in lieu of the compensation and remuneration provided under this Agreement on account of such services for the Affiliate. The Policies will govern Employee's employment by Employer and its Affiliates for which Employee is asked to provide services. In addition, Employee covenants and agrees that Employee will faithfully adhere to and fulfill such additional policies as may be established from time to time by the board of directors of any Affiliate for which Employee performs services, to the extent that such policies and procedures differ from or are in addition to the Policies adopted by Employer.

(c) No Conflicting Obligations. Employee represents and warrants to Employer that Employee is under no obligations or commitments, whether contractual or otherwise, that are inconsistent with Employee's obligations under this Agreement or that would prohibit Employee, contractually or otherwise, from performing Employee's duties as under this Agreement and the Policies; however, Employee is an advisor to the Board of Wider Circle, the position requires approximately five to ten hours a month, and these duties are not in conflict with any obligations owed to Employer..

(d) No Unauthorized Use of Third-Party Intellectual Property. Employee represents and warrants to Employer that Employee will not use or disclose, in connection with Employee's employment by Employer or any Affiliate, any patents, trade secrets, confidential information, or other proprietary information or intellectual property as to which any other person has any right, title or interest, except to the extent that Employer or its Affiliate holds a valid license or other written permission for such use from the owner(s) thereof. Employee represents and warrants to Employer that Employee has returned all property and confidential information belonging to any prior employer.

2. Term. The Parties mutually agree that this Agreement may be terminated at any time as long as the terminating Party gives the other written notice of intent to terminate at least sixty (60) days-prior to such date. Please refer to paragraphs 4 and 5 below. The time in which the Agreement is in effect is referred to herein as the "Term".

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3. Compensation and Related Matters. The Employer shall provide the Employee with the compensation and benefits set forth in this Section 3 during the Term.

(a) Base Salary. The Employer shall pay the Employee, as an exempt employee, for all services rendered a base salary of $300,000 per year (the "Base Salary"), payable, bi-weekly, and in accordance with the Employer's payroll procedures, subject to customary withholdings and employment taxes.

(b) Sign-On Bonus. Employee will be eligible for a Sign On bonus (the "Sign-On Bonus") of non-qualified stock options with a value of $200,000.00 (as of April 12, 2022), with underlying stock NASDAQ:AMEH, with exercise price at the Reference Stock Price, and with expiration date three years from date of grant. Employer will have the right to rescind and/or demand return of all of the pro-rated Sign-On Bonus, in monetary form, if Employee terminates this Agreement within 18 months of start date, unless Employee terminates this Agreement for Good Reason, as defined in Section 4(e) below. The Reference Stock Price is defined as the stock price for NASDAQ:AMEH at the close of normal trading hours on your sign date.

(c) Initial Stock Award. Additionally, the Employee will be granted a restricted stock award (the "Initial Stock Award") from Apollo Medical Holdings, Inc. with a value of $600,000.00 (maximum granted), to be vested in 25% increments per year for the next 4 full years of service. Actual number of shares granted will be calculated by dividing the dollar amount listed above by the Reference Stock Price, rounded down to the nearest whole share. The Reference Stock Price is defined as the stock price for NASDAQ:AMEH at the close of normal trading hours on your sign date.

(d) Additional Stock Award. Additionally, the Employee will be granted a restricted stock award (the "Additional Stock Award") from Apollo Medical Holdings, Inc. with a value of $600,000.00 (maximum granted), to be vested in 25% increments per year for the next 4 full years of service as an Additional Stock Award. Actual number of shares granted will be calculated by dividing the dollar amount listed above by the Reference Stock Price, rounded down to the nearest whole share. The Reference Stock Price is defined as the stock price for NASDAQ:AMEH at the close of normal trading hours on your sign date.

A "No Fault Separation" means that, during the Term, either the Employee has resigned for Good Reason (as defined in Section 4(e) below), the Employer has terminated the Employee's employment without Cause (as defined in Section 4(d) below or the Employee terminates employment on account of death or Disability (as defined in Sections 4(a) & (b) below). In the event the Employee terminates service due to a No Fault Separation, any requirements under either the Sign-On Bonus or Initial Stock Award, but for avoidance of doubt, not the Additional Stock Award, held by the Employee shall be deemed to have been satisfied by the Employer immediately prior to such termination. For avoidance of doubt, a No Fault Separation entitles the Employee to be 100% fully vested with respect to the Sign-On Bonus and the Initial Stock Award.

(e) Annual Bonus. In the Employer's sole discretion, the Employee is eligible to receive an annual cash bonus (the "Annual Bonus") ranging from zero to 1.5 times the Base Salary, or more, for each fiscal year during the Term on such terms and conditions as the Board shall determine in its discretion consistent with the terms of the Employer's business plan.

(f) Long Term Incentive Awards. In the Employer's sole discretion, the Employee may be eligible to participate in any long term incentive plan that may be available to similarly positioned Employees. The Board may determine to grant long-term incentive awards in cash or in equity awards settled in shares of the Employer's or its Affiliates' stock, including but not limited to stock options, restricted stock and performance shares. Any equity or options will be granted according to the latest Equity Incentive Plan approved by the Board.

(g) Paid Time Off. During the Term, the Employee will be eligible for four weeks of paid time off in accordance with and subject to all of the terms and conditions of the Employer's Paid Time Off policy (which such policy is compliant with CA's Paid Sick Leave requirements), as such policy may be amended from time to time in the Employer's sole discretion. Employee will also be eligible for paid holidays, in accordance with and subject to all of the terms and conditions of the Employer's policies, as such policies may be amended from time to time or terminated in the Employer's sole discretion.

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(h) Expenses. The Employee shall be entitled to prompt reimbursement of reasonable and usual business expenses incurred on behalf of Employer in accordance with the Employer's expense reimbursement policy.

(i) Benefits. The Employee shall be entitled to continue to participate in or receive benefits under any employee benefit plan or arrangement which is or may, in the future, be made available by the Employer to its employees, subject to and on a basis consistent with the terms, conditions and overall administration of such plan or arrangement.

(j) Tax Withholding. The Employer shall undertake to make deductions, withholdings and tax reports with respect to payments and benefits under this Agreement, to the extent it reasonably and in good faith believes it is required to make such deductions, withholdings and tax reports. Payments with respect to compensation and benefits referred to under this Agreement shall be in amounts net of any such deductions or withholdings. Nothing in this Agreement shall be construed to require the Employer to make any payments to compensate the Employee for any adverse tax effect associated with any payments or benefits, or for any deduction or withholding from any payment or benefit. Employee will be solely responsible for and will satisfy all of Employee's tax obligations associated with all compensation paid or provided to Employee under this Employment Agreement. Employee acknowledges and agrees that Employee is not relying on any advice from the Employer or any Employer affiliate, officer, director, employee, agent or attorney with respect to any tax issue relating to this Employment Agreement.

(k) Directors And Officers Insurance: If Employee is promoted to the Chief Operating Officer role, Employer will specifically include Employee as a named insured within the Directors and Officers insurance policy.

4. Termination. The Employee's employment hereunder may be terminated during the Term without any breach of this Agreement under the following circumstances:

(a) Death. The Employee's employment hereunder shall terminate upon the Employee's death.

(b) Disability. The Employer may terminate the Employee's employment if the Employee is disabled for 90 or more consecutive days and, because of the disability, is unable to perform the essential functions of the Employee's then existing position or positions under this Agreement with or without reasonable accommodation. This provision is not intended to reduce any rights the Employee may have pursuant to any law, including without limitation the California Family Rights Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, and the Americans with Disabilities Act.

(c) Termination by the Employer for Cause. At any time during the Term, the Employer may terminate the Employee's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (i) conduct by the Employee constituting a material act of willful misconduct, in the sole discretion of Employer, in connection with the performance of the Employee's duties that results in loss, damage or injury that is material to the Employer; (ii) the commission by the Employee of any felony; (iii) continued non-performance, or failure to achieve growth, operational, and strategic goals, in the sole discretion of Employer, by the Employee of the Employee's duties hereunder (other than by reason of the Employee's physical or mental illness, incapacity or disability); (iv) a material breach, according to the standard of the Employer, by the Employee of any of the provisions of any agreement with the Employer or its successor that results in loss, damage or injury that is material to the Employer; (v) willful failure to cooperate with a bona fide, in the sole discretion of Employer, internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Employer to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the willful inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigations; (vi) fraud, embezzlement or theft against the Employer or any of its Affiliates (as defined in Section 6(a) below); (vii) any damage of a material nature to any property of Employer or any of its affiliates caused by Employee's willful or grossly negligent conduct; (viii) the repeated nonprescription use of any controlled substance or the repeated use of alcohol, (vii), the Employer reasonably determines or renders the Employee unfit to serve as an officer or employee of Employer or its affiliates; or (ix) conduct by Employee that in the good faith determination of the Employer demonstrates unfitness to serve as an officer or employee of Employer or its affiliates, including, without

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limitation, a finding by the Employer or any regulatory authority that Employee committed acts of employee harassment or violated a material law or regulation applicable to the business of Employer or any of its Affiliates. With respect to the events in (i), (iii) and (iv) herein, the Employer shall have delivered written notice to the Employee of its intention to terminate the Employee's employment for Cause, which notice specifies in reasonable detail the circumstances claimed to give rise to the Employer's right to terminate the Employee's employment for Cause and the Employee shall not have cured such circumstances to the extent such circumstances are reasonably susceptible to cure as determined by the Board in good faith within sixty (60) days following the Employer's delivery of such notice. For avoidance of doubt, "Cause" shall not include (1) expense reimbursement disputes in which the Employee acts in reasonable good faith; (2) occasional, customary and de minimis use of the Employer's property for personal purposes; and (3) acting in good faith upon advice of Employer's legal counsel.

(d) Termination by Employer without Cause. At any time during the Term, the Employer may terminate the Employee's employment hereunder without Cause by providing the Employee with sixty (60) days advance written notice. Any termination by the Employer of the Employee's employment under this Agreement that does not constitute a termination for Cause under Section 4(c) and does not result from the death or Disability of the Employee under Sections 4(a) or 4(b) shall be deemed a termination without Cause under this Section 4(d). Any suspension of the Employee's employment with pay or benefits by the Board in good faith pending an investigation of alleged improper activities by the Employee that, if determined to be accurate, would be grounds for a Cause termination, shall not be considered a termination of the Employee's employment without Cause or provide with Good Reason to terminate employment.

(e) Termination by the Employee. At any time during the Term, the Employee may terminate his employment hereunder for any reason, including, but not limited to, Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Employee has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) a material diminution in the Employee's responsibilities, authority or duties, in the sole discretion of Employer; or (ii) the material breach of this Agreement by the Employer, including but not limited to a failure to pay Base Salary or Annual Bonus as provided for under this Agreement; or (iii) Employee has not been promoted to the role of Chief Operating Officer within ten (10) months of the Effective Date; or (iv) the Employer changes more than 30% in ownership; or (v) Brandon Sim is no longer part of the management team of Apollo Medical Holdings, Inc. or one of its wholly owned subsidiaries; or (vi) the Employer files for bankruptcy protection. "Good Reason Process" shall mean (i) the Employee reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Employee notifies the Employer in writing of the occurrence of the Good Reason condition within (60) days of the occurrence of such condition; (iii) the Employee cooperates in good faith with the Employer's efforts, for a period of sixty (60) days following such notice (the "Cure Period"), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) the Employee terminates his employment within fourteen(14) days after the end of the Cure Period. If the Employer cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 4(a), any termination of the Employee's employment shall be communicated by written Notice of Termination by the terminating Party to the other Party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean the earliest of the following: (i) if the Employee's employment is terminated by the Employee's death, the date of the Employee's death; (ii) if the Employee's employment is terminated on account of Disability under Section 4(b) or by the Employer for Cause under Section 4(c), the date on which Notice of Termination is given that follows any applicable required cure period; (iii) if the Employee's employment is terminated by the Employer under Section 4(d), sixty (60) days after the date on which a Notice of Termination is given; (iv) if the Employee's employment is terminated by the Employee under Section 4(e) without Good Reason, sixty (60) days after the date of which a Notice of Termination is given or such shorter period agreed to by the Employer; or (v) if the Employee's employment is terminated by the Employee under Section 4(e) with Good Reason, the date on which Notice of Termination is given after the end of the Cure

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Period. Notwithstanding the foregoing, in the event that the Employee gives a Notice of Termination to the Employer, the Employer may unilaterally accelerate the Date of Termination but such acceleration shall nevertheless be deemed a termination without cause by the Employer, on the accelerated date for purposes of this Agreement. For purposes of determining the time when the lump sum portion of the Severance Amount, if any, is to be paid under Section 5(b)(i) of this Agreement, "Date of Termination" means the Employee's separation from service as defined under Section 409A.

5. Compensation upon Termination.

(a) Accrued Benefits. If the Employee's employment with the Employer is terminated for any reason during the Term, the Employer shall pay or provide the Employee (or the Employee's authorized representative or estate) any earned but unpaid Base Salary or Annual Bonus for services rendered through the Date of Termination, unpaid expense reimbursements, and accrued but unused paid time off (the "Accrued Benefits") within the time prescribed by California law. With respect to vested compensation or benefits the Employee may have under any employee benefit or compensation plan, program or arrangement of the Employer, payment will be made to the Employee under the terms of the applicable plan, program or arrangement.

(b) Termination by the Employer without Cause or by the Employee with Good Reason. If the Employee's employment is terminated by the Employer without Cause as provided in Section 4(d), or the Employee terminates his employment for Good Reason as provided in Section 4(e), then (i) the Employer shall, through the Date of Termination, pay the Employee his or her Accrued Benefits, and (ii) if the Employee signs a general release of claims (the "Release") within twenty-one (21) days of the receipt of the form of the Release (extended to forty-five (45) days in the event of a group termination or exit incentive program) and does not revoke such Release during the seven-day revocation period:

(i) the Employer shall pay the Employee at a minimum an amount equal to one-twelfth (1/12) of the Employee's most recent Base Salary times the number of full years of service completed, not to exceed twelve (12) years of service (but determined prior to any action involving Base Salary that would constitute Good Reason) (the "Severance Amount"). For the avoidance of doubt, the maximum Severance Amount payable to Employee pursuant to the terms of this Agreement shall equal one (1) year of the Employee's most recent Base Salary, subject to such payroll deductions and withholdings as are required by law. To the extent that such Severance Amount exceeds the 409A Separation Pay Limit (as defined below), such amount shall be paid in a single lump sum on the regular payroll date of the Employer, pertaining to then current salaried employees of the Employer, ("payroll date") next following the first anniversary date of the Employee's Date of Termination. The portion of the Severance Amount that does not exceed the 409A Separation Pay Limit shall be paid in substantially equal amounts on each payroll date over a one year period; and

(ii) the Employer shall pay the Employee an amount in cash equal to the Employer's premium amounts paid for coverage of Employee at the time of the Employee's termination of coverage under the Employer's group medical, dental and vision programs for a period of twelve (12) months, to be paid directly to the Employee at the same times such payments would be paid on behalf of a current employee for such coverage; provided, however:

(A) No payments shall be made under this paragraph (ii) unless and until the Employee timely elects continued coverage under such plan(s) pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended ("COBRA");

(B) This paragraph (ii) shall not be read or construed as placing any restrictions upon amounts paid under this paragraph (ii) as to their use;

(C) Payments under this paragraph (ii) shall cease as of the earliest to occur of the following: (1) the Employee is no longer eligible for and continuing to receive the COBRA coverage elected in subparagraph (A); (2) the time period set forth in the first sentence of this paragraph (ii); (3) the date on which the Employee first becomes eligible to enroll in a group health plan in which eligibility is based on employment with an employer; and (4) if the Employer in good

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faith determines that payments under this paragraph (ii) would result in a discriminatory health plan pursuant to the Patient Protection and Affordable Care Act of 2010, as amended.

(iii) Each individual payment of Severance Amount under Section 5(b)(i), and each payment under Section 5(b)(ii) of this Agreement, shall be deemed to be a separate "payment" for purposes and within the meaning of Treasury Regulation Section 1.409A-2(b)(2)(iii).

(iv) For each individual payment of the Severance Amount under Section 5(b)(i), and each payment under Section 5(b)(ii), of this Agreement, if considered "non-qualified deferred compensation" ("NQDC") under Section 409A, then the Employer shall make any such payment not earlier than the earlier of: (x) the first payroll date which is six (6) months following the Employee's separation from service (as defined under Section 409A) with the Employer, or (y) the date of Employee's death. The Employer may in its sole discretion accelerate or defer (but not beyond the time limit set forth below) any severance payments which do not constitute NQDC in order to allow for the payment of taxes due, but not beyond the time limit specified for such payment such that the payment would be treated as NQDC.

(v) For purposes of this Section 5, (A) "Section 409A" means Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, and (B) "409A Separation Pay Limit" means two times the lesser of (x) the Employee's annual compensation during the calendar year preceding the year of the termination of employment; and (y) the adjusted compensation limit under Code Section 401(a)(17) in effect for the year of the termination.

6. Confidential Information/Competitive Activities/Intellectual Property/ Cooperation.

(a) Definitions. As used in this Agreement:

(i) "Affiliate" means, as to any Person, (A) any other Person which directly, or indirectly through one or more intermediaries, controls such Person or is consolidated with such Person in accordance with GAAP, (ii) any other Person which directly, or indirectly through one or more intermediaries, is controlled by or is under common control with such Person, or (B) any other Person of which such Person owns, directly or indirectly, fifty percent (50%) or more of the common stock or equivalent equity interests. As used herein, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or otherwise.

(ii) "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization.

(iii) "Confidential Information" means information belonging to the Employer or its Affiliates which is of value to the Employer or any of its Affiliates in the course of conducting its business (whether having existed, now existing, or to be developed or created during Employee's employment by Employer) and the disclosure of which could result in a competitive or other disadvantage to the Employer or its Affiliates. Confidential Information includes, without limitation, contract terms and rates; negotiating and contracting strategies; financial information, reports, and forecasts; inventions, improvements and other intellectual property; product plans or proposed product plans; trade secrets; designs, processes or formulae; software; employee, customer, patient, provider and supplier information; information from patient medical records; financial data; insurance reimbursement methodologies, strategies and practices; product and service pricing methodologies, strategies and practices; contracts with physicians, providers, provider networks, payors, physician databases and contracts with hospitals; regulatory and clinical manuals; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities) that have been discussed or considered by the Employer or its Affiliates, including, without limitation, the management of the Employer or its Affiliates. Confidential Information includes information developed by the Employee in the course of the Employee's employment by the Employer, as well as other information to which the Employee may have access in connection with the Employee's employment. Confidential Information also includes the confidential information of others with which the Employer or its Affiliates has a business

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relationship. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of the Employee's duties under Section 6(b), unless otherwise due to Employee's breach of the obligations in this Agreement, or unless due to violation of another Person's obligations to the Employer or its Affiliates that Employee should have taken reasonable measures to prevent but that Employee did not take.

(b) Confidentiality. The Employee understands and agrees that the Employee's employment creates a relationship of confidence and trust between the Employer and the Employee with respect to all Confidential Information. At all times, both during the Employee's employment with the Employer and after the Employee's termination from employment for any reason, the Employee shall keep in confidence and trust all such Confidential Information, and shall not use, disclose, or transfer any such Confidential Information without the written consent of the Employer, except as may be necessary within the scope of Employee's duties with Employer and in the ordinary course of performing the Employee's duties to the Employer or as otherwise provided in Section 6(c). Employee understands and agrees not to sell, license or otherwise exploit any products or services which embody or otherwise exploit in whole or in part any Confidential Information or materials. Employee acknowledges and agrees that the sale, misappropriation, or unauthorized use or disclosure in writing, orally or by electronic means, at any time of Confidential Information obtained by Employee during or in connection with the course of Employee's employment constitutes unfair competition. Employee agrees and promises not to engage in unfair competition with Employer or its Affiliates, either during employment, or at any time thereafter. Employee further agrees (unless required by the Employer in connection with employment or with the Employer's express written consent) not to copy, take, or remove any of the Employer's books, records, customer lists, or any other documents or materials from the Employer's premises, including Human Resources manuals, materials, and forms. The Employee shall not, at any time whatsoever, either during the term of this Agreement or after its termination, disclose to others, either directly or indirectly, or take or use for the Employee's own competitive purposes or the competitive purposes of others, either directly or indirectly, any confidential information, knowledge or data of the Employer. Upon (a) the voluntary or involuntary termination of employment with the Employer for whatever reason; or (b) at any time the Employer demands, Employee shall promptly deliver to the Employer at his or her sole cost any and all of the Employer's books, records, confidential information, and/or any other documents or materials which are in Employee's possession or under Employee's control or any copies thereof.

(c) Protected Rights. Notwithstanding anything to the contrary in this Section 6, this Agreement is not intended to, and shall not, in any way prohibit, limit or otherwise interfere with the Employee's protected rights under federal, state or local law to, without notice to the Employer, (i) communicate or file a charge with a government regulator; (ii) participate in an investigation or proceeding conducted by a government regulator; or (iii) receive an award paid by a government regulator for providing information.

(d) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, that are furnished to the Employee by the Employer or its Affiliates or are produced by the Employee in connection with the Employee's employment will be and remain the sole property of the Employer and its Affiliates. The Employee shall return to the Employer all such materials and property as and when requested by the Employer. In any event, the Employee shall return all such materials and property immediately upon termination of the Employee's employment for any reason. The Employee shall not retain any such material or property or any copies thereof after such termination. It is specifically agreed that any documents, card files, notebooks, programs, or similar items containing customer or patient information are the property of the Employer and its Affiliates regardless of by whom they were compiled.

(e) Disclosure Prevention. The Employee will take all reasonable precautions to prevent the inadvertent or accidental exposure of Confidential Information.

(f) Removal of Material. The Employee will not remove any Confidential Information from the Employer's or its Affiliate's premises except for use in the Employer's business, and only consistent with the Employee's duties with the Employer.

(g) Copying. The Employee agrees that copying or transferring Confidential Information (by any means) shall be done only as needed in furtherance of and for use in the Employer's and its Affiliate's business,

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and consistent with the Employee's duties with the Employer. The Employee further agrees that copies of Confidential Information shall be treated with the same degree of confidentiality as the original information and shall be subject to all restrictions herein.

(h) Computer Security. The Employee agrees to comply with the Employer's policies and procedures concerning computer security.

(i) E-Mail. The Employee acknowledges that the Employer retains the right to review any and all electronic mail communications made with employer provided email accounts, hardware, software, or networks, with or without notice, at any time.

(j) Assignment. The Employee acknowledges that any and all inventions, discoveries, designs, developments, methods, modifications, trade secrets, processes, software, formulae, data, "know-how," databases, algorithms, techniques and works of authorship whether or not patentable or protectable by copyright or trade secret, made or conceived, first reduced to practice, or learned by the Employee, either alone or jointly with others, during the Term that (i) relate to or are useful in the business of the Employer or its Affiliates, or (ii) are conceived, made or worked on at the expense of or during the Employee's work time for the Employer, or using any resources or materials of the Employer or its Affiliates, or (iii) arise out of tasks assigned to the Employee by the Employer (together "Proprietary Inventions") will be the sole property of the Employer or its Affiliates. The Employee acknowledges that all work performed by the Employee is on a "work for hire" basis and the Employee hereby assigns or agrees to assign to the Employer the Employee's entire right, title and interest in and to any and all Proprietary Inventions and related intellectual property rights. The Employee agrees to assist the Employer to obtain, maintain and enforce intellectual property rights for Proprietary Inventions in any and all countries during the Term, and thereafter for as long as such intellectual property rights exist.

NOTICE TO CALIFORNIA EMPLOYEES

Pursuant to California Labor Code §2870, an agreement requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer does not apply to an invention which qualifies fully under the provisions of California Labor Code § 2870, which provides as follows:

> "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
>
> "(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
>
> "(2) Result from any work performed by the employee for the employer.
>
> "(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."

(k) Competitive Activities. Employee agrees and covenants that, at any time during Employee's employment with the Employer and for a period of twelve (12) months immediately following the termination of Employee's relationship with the Employer for any reason, whether with or without cause, Employee shall not, either on Employee's own behalf or on behalf of any other Person: (i) solicit the services of the Employer's employees or entice away, directly or indirectly, any Person employed or engaged by or otherwise providing services to the Employer or its Affiliates, whether in an employment capacity or otherwise (this provision does not prohibit the Employee's post- termination acceptance of unsolicited applications for employment); or (ii) take any action or engage in any unfair business practice, including, without limitation, any misappropriation of confidential, proprietary or trade

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secret information of the Employer or its Affiliates, as a result of which relations between the Employer or its Affiliates, and any of their customers, clients, suppliers, distributors or others, may be impaired or which might otherwise be detrimental to the business interests or reputation of the Employer or its Affiliates. During the term of Employee's employment, Employee shall not, directly or indirectly as an employee, contractor, officer, director, member, partner, agent, or equity owner, engage in any activity or business that competes or could reasonably be expected to compete with the business of Employer or any Affiliate. Employee acknowledges that there is a substantial likelihood that the activities described in this Section would (a) involve the unauthorized use or disclosure of Employer's or an Affiliate's Confidential Information and that use or disclosure would be extremely difficult to detect, and (b) result in substantial competitive harm to the business of Employer or an Affiliate. Employee has accepted the limitations of this Section as a reasonably practicable and unrestrictive means of preventing such use or disclosure of Confidential Information and preventing such competitive harm.

(l) Third-Party Agreements and Rights. The Employee hereby confirms that the Employee is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Employee's use or disclosure of information or the Employee's engagement in any business except as Employee has previously provided written notice to Employer and has attached to this Agreement. The Employee represents to the Employer that the Employee's execution of this Agreement, the Employee's employment with the Employer and the performance of the Employee's proposed duties for the Employer will not violate any obligations the Employee may have to any previous employer or other party. In the Employee's work for the Employer, the Employee will not disclose or use any information in violation of any agreements with or rights of any such previous employer or other party, and the Employee will not bring to (by any means) the premises of the Employer any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party. See Exhibit B for Employee's Confidentiality, Assignment and Non-Solicitation Agreement with previous employer.

(m) Litigation and Regulatory Cooperation. During and after the Employee's employment, the Employee shall cooperate fully with the Employer in the defense or prosecution of any claims or actions now in existence or that may be brought in the future against or on behalf of the Employer that relate to events or occurrences that transpired while the Employee was employed by the Employer. The Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Employer at mutually convenient times. During and after the Employee's employment, the Employee also shall cooperate fully with the Employer in connection with any investigation or review of any federal, state, or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Employee was employed by the Employer. The Employer shall reimburse the Employee for any reasonable out of pocket expenses, including, but not limited to, actual missed wages, incurred in connection with the Employee's performance of obligations pursuant to this Section. "Full cooperation" shall not be construed to in any way require any violation of law or any testimony that is false or misleading.

(n) Enforcement; Injunction. The Employee acknowledges and agrees that the restrictions contained in this Agreement are reasonable and necessary to protect the business and interests of the Employer and its Affiliates, do not create any undue hardship for the Employee, and that any violation of the restrictions in this Agreement would cause the Employer and its Affiliates substantial irreparable injury. Accordingly, the Employee agrees that a remedy at law for any breach or threatened breach of the covenants or other obligations in Section 6 of this Agreement would be inadequate and that the Employer, in addition to any other remedies available, shall be entitled to obtain preliminary and permanent injunctive relief to secure specific performance of such covenants and to prevent a breach or contemplated or threatened breach of this Agreement without the necessity of proving actual damage and without the necessity of posting bond or security, which the Employee expressly waives. Moreover, the Employee will provide the Employer a full accounting of all proceeds and profits received by the Employee as a result of or in connection with a breach of Section 6 of this Agreement. Unless prohibited by law, the Employer shall have the right to retain any amounts otherwise payable by the Employer to the Employee to satisfy any of the Employee's obligations as a result of any breach of Section 6 of this Agreement. The Employee hereby agrees to indemnify and hold harmless the Employer and its Affiliates from and against any damages incurred by the Employer or its Affiliates as assessed by a court of competent jurisdiction as a result of any breach of Section 6 of this Agreement by the Employee. Likewise, the Employer hereby agrees to indemnify and hold harmless the Employee from and against any damages incurred by the Employee as assessed by a court of competent jurisdiction as a result of any breach of Section 6 of this Agreement by the Employer. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs if it prevails in any action to enforce Section 6 of this Agreement. It is the express intention attorneys' fees and costs if it prevails in any action to enforce Section 6 of this Agreement. It is the express intention of the parties that the obligations of Section 6 of this Agreement shall survive the termination of the Employee's employment. The Employee agrees that each obligation specified in Section 6 of this Agreement is a separate and independent covenant that shall survive any termination of this Agreement and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in Section 6 of this Agreement. No change in the Employee's duties or compensation shall be construed to affect, alter or otherwise release the Employee from the covenants herein.

7. Successors. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, except it shall not be binding to Employee where any corporation or entity with which or into which the Employer may be merged or which may succeed to its assets or business wherein there has been a change in ownership of more than 50% ("CIO"), Where succession is permissible, Employee's obligations are personal and shall not be assigned by Employee. The Employee consents to be bound by the provisions of this Agreement, except in circumstances of CIO, for the benefit of the Employer or its Affiliates to whose employ the Employee may be transferred without the necessity that this Agreement be resigned at the time of such transfer. In the event of the Employee's death after the Date of Termination but prior to the completion by the Employer of all payments due to the Employee under this Agreement, the Employer shall continue such payments to the Employee's beneficiary designated in writing to the Employer prior to the Employee's death (or to the Employee's estate, if the Employee fails to make such designation).

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

9. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

10. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the Employee at the last address for which the Employee has provided written notice to the Employer, or to the Employer at its main office, to the attention of Chief Executive Officer.

11. Publicity. The Employee hereby grants to the Employer the right to use the Employee's name and likeness, without additional consideration, on, in and in connection with technical, marketing, regulatory filings and/or disclosure materials published by or for the Employer for the duration of Employee's employment with Employer.

12. Conflicting Obligations and Rights. The Employee agrees to inform the Employer in writing of any apparent conflicts between the Employee's work for the Employer and (a) any obligations the Employee may have to preserve the confidentiality of another's proprietary information or materials or (b) any rights the Employee claims to any inventions or ideas before using the same on the Employer's behalf. Otherwise, the Employer may conclude that no such conflict exists and the Employee agrees thereafter to make no such claim against the Employer. The Employer shall receive such disclosures in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

13. Notification of New Employer. In the event that the Employee leaves the employ of the Employer, voluntarily or involuntarily, the Employee agrees to inform any subsequent employer of the Employee's obligations under Section 6 of this Agreement. The Employee further hereby authorizes the Employer to notify the Employee's new employer about the Employee's obligations under Section 6 of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, negotiations, representations,

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understandings, or agreements between them. Any modification of this Agreement shall be effective only if set forth in a written document signed by the Employee and a duly authorized officer of the Employer.

15. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Employee and by a duly authorized representative of the Employer.

16. Governing Law. This is a California contract and shall be construed under and be governed in all respects by the laws of the State of California, without giving effect to the conflict of laws principles of such State.

17. Obligations of Successors. The Employer shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Employer to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Employer would be required to perform if no such succession had taken place.

18. Limitation on Payments in Certain Events.

(a) Limitation on Payments. Notwithstanding anything to the contrary in Section 3 and Section 5 of this Agreement, if any payment or distribution that the Employee would receive pursuant to this Agreement or otherwise ("Payment") would (a) constitute a "parachute payment" within the meaning of Section 280G of the Code), and (b) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Employer shall cause to be determined, before any amounts of the Payment are paid to the Employee, which of the following alternative forms of payment would maximize the Employee's after-tax proceeds: (i) payment in full of the entire amount of the Payment (a "Full Payment"), or (ii) payment of only a part of the Payment so that the Employee receives that largest Payment possible without being subject to the Excise Tax (a "Reduced Payment"), whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax (all computed at the highest marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes), results in the Employee's receipt, on an after-tax basis, of the greater amount of the Payment, notwithstanding that all or some portion the Payment may be subject to the Excise Tax.

(b) The independent registered public accounting firm engaged by the Employer for general audit purposes as of the day prior to the date the first Payment is due shall make all determinations required to be made under this Section 18. If the independent registered public accounting firm so engaged by the Employer is serving as accountant or auditor for the individual, group or entity effecting the transaction, the Employer shall appoint a nationally recognized independent registered public accounting firm to make the determinations required hereunder. The Employer shall bear all expenses with respect to the determinations by such independent registered public accounting firm required to be made hereunder.

(c) The independent registered public accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Employer and the Employee at such time as requested by the Employer or the Employee. If the independent registered public accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Payment, it shall furnish the Employer and the Employee with an opinion reasonably acceptable to the Employee that no Excise Tax will be imposed with respect to such Payment. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Parties.

19. Consent to Jurisdiction; Forum Selection. At all times the Employee and Employer: (a) irrevocably submit to the exclusive jurisdiction of the Los Angeles Superior Court and United States District Court for the Central District of California, whichever may have competent subject matter jurisdiction, in any action or proceeding arising out of or relating to this Agreement, and irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in such court; (b) to the extent permitted by law, irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such party at the address set forth in this Agreement (or otherwise on record with the Employer); (c) to the extent permitted by law, irrevocably confirm that service of process out of such courts in such manner shall be deemed due service upon such party for the purposes of such action or proceeding; (d) to the extent permitted by law, irrevocably waives (i) any

objection the Employee or Employer may have to the laying of venue of any such action or proceeding in any of such courts, or (ii) any claim that the Employee or Employer may have that any such action or proceeding has been brought in an inconvenient forum; and (e) to the extent permitted by law, irrevocably agrees that a final nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section shall affect the right of any party hereto to serve legal process in any manner permitted by law.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

21. Effective Date. The effective date of this Agreement (the "Effective Date") will be April 25, 2022, or as otherwise mutually agreed up on by the Parties.

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument by the Employer by its duly authorized officer, and by the Employee, as of the date first above written.

EMPLOYER:	EMPLOYEE:
NETWORK MEDICAL MANAGEMENT, INC.	Chan Basho
By: ______________________ Brandon Sim Co-Chief Executive Officer	Signed: ______________________
Date: 4/12/2022	Date: 4/12/2022

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Exhibit A

DUTIES

Employee's duties shall include but not be limited to the following under the direction of the Chief Executive Officer:

(1) The development, implementation, and execution of overall corporate strategy for Employer's and Affiliates' strategic vision, identification and execution of opportunities to grow.

(2) Building and supervising an operations team for Employer's and Affiliates' managed care business, while being operationally efficient.

(3) Identifying and executing on initiatives to improve operating discipline, talent management, and culture transformation leading to improvements in Employer's and Affiliates' net income.

(4) Enhancing current capabilities in operations, finance, payer relations, business development, and strategic initiatives.

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Exhibit B

[TO BE FILLED IN]

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ADDENDUM TO EMPLOYMENT AGREEMENT

This ADDENDUM TO EMPLOYMENT AGREEMENT (this "Addendum") is made and entered into as an addendum to the Employment Agreement ("Agreement") between Network Medical Management, Inc. and Chandan Basho, entered into on April 12, 2022, with Effective Date as specified in Section 21 of the Employment Agreement.

Automatic Vesting: If Employee is separated pursuant to sections 4(d) or 4(e) of the EMPLOYMENT AGREEMENT, the Sign-on-Bonus and Initial Stock Award will immediately fully vest and not be subject to cancellation or recission.

Performance-Based Bi-Annual Bonus: The Employee's performance-based bonus will be based on the provisions below for years one and two, and will be subject to the following conditions and terms. After the first two years of employment, non-base salary compensation for Employee (including the performance-based annual bonus) will be equivalent to or greater than $1.3M annually. If a no-fault separation occurs during years 2 or post, the performance-based bonus for that calendar year immediately vests at 100% achievement of performance. For the avoidance of doubt, if the Employment Agreement is terminated without a no-fault separation, all performance-based bonuses will be deemed to have not vested.

i. Employer and Employee will discuss goals for years 3 and 4 after 18 months of employment and before 19 months of employment to determine such goals in good faith. Similarly, they will meet 6 months prior to years 5, 7, 9, etc. to develop goals for follow-on years.

ii. For each of the Bonus Triggers below, Employer, on an annual basis, in its sole discretion, shall make a calculation and determine ("Determination"), in good faith, whether such triggers were successfully achieved. All shares granted in this Addendum will have both a performance-based and a time-based component, both of which must be met in order for the shares to vest to the Employee. The time-based vesting component of the shares will following the schedule: 50% will vest after one year of Employee's service, and the second 50% after two years of the Employee's service. In addition to the time-based vesting schedule, the events which are defined below in each Bonus Trigger must also be fulfilled for the shares to vest to Employee. For avoidance of doubt, for the Employee to vest the shares granted in this Addendum, both the appropriate amount of time must have passed as well as the Bonus Trigger having been accomplished as defined below.

iii. All references to shares granted in this Addendum during years one and two will obey the following sentence. Actual number of shares granted will be calculated by dividing the dollar amount listed above by the Reference Stock Price, rounded down to the nearest whole share. The Reference Stock Price is defined as the stock price for NASDAQ:AMEH at the close of normal trading hours on your sign date.

iv. The bonus, if earned, subject to Determination, is payable in accordance with the Employer's payroll procedures, subject to customary withholdings and employment taxes.

Network Medical Management, Inc. (the "Employer") agrees to the following triggers, collectively, the "Bonus Triggers":

1. ("Bonus Trigger 1"): If, within 24 months of the Employee's start date, the Employee leads the Payer Relations and Contracting department to gain national or state-wide contracts, the Employee will be granted a restricted stock award from Apollo Medical Holdings, Inc. with a value of USD $100,000.00.

2. ("Bonus Trigger 2"): If, within 24 months of the Employee's start date, the Employee reduces Alpha Care Medical Group and Accountable IPA Medical Loss Ratio by a mutually agreed upon amount, to be determined within 30 days post the employment start date of the Employee, the Employee will be granted a restricted stock award from Apollo Medical Holdings, Inc. with a value of USD $1,000,000.00.

3. ("Bonus Trigger 3"): If, within 24 months of the Employee's start date, the Employee establishes a team to ensure seamless transition of new Managed Services clients, and adds a mutually agreed upon amount of

Managed Services Revenue to be determined within 30 days post the employment start date of the Employee, the Employee will be granted a restricted stock award from Apollo Medical Holdings, Inc. with a value of USD $400,000.00.

4. ("Bonus Trigger 4"): If, before October 30, 2022, Alpha Care Medical Group and LaSalle Medical Associates are released fully from monetarily punitive Corrective Action Plans and/or other sanctions, the Employee will be granted a restricted stock award from Apollo Medical Holdings, Inc. with a value of USD $250,000.00.

5. ("Bonus Trigger 5"): If, within 24 months of the Employee's start date, the Employee establishes stable operations in the Claims department, including but not limited to productivity tracking, accountability, institutional claims processing, claims accuracy, and claims recovery, the Employee will be granted a restricted stock award from Apollo Medical Holdings, Inc. with a value of USD $200,000.00.

6. ("Bonus Trigger 6"): If, within 24 months of the Employee's start date, the Employee establishes to a reasonable and mutually agreed upon degree of operating discipline, talent management, and culture transformation, the Employee will be granted a restricted stock award from Apollo Medical Holdings, Inc. with a value of USD $50,000.00.

The promises, covenants, agreements and declarations contained in this Addendum are intended to and shall have the same force and effect as if set forth in the body of the Agreement. To the extent that the provisions of this Addendum are inconsistent with the terms and conditions of the Agreement, the provisions of this Addendum shall control.

IN WITNESS WHEREOF, this Addendum has been executed as a sealed instrument by the Employer by its duly authorized officer, and by the Employee, as of the date first above written.

EMPLOYER:	EMPLOYEE:
NETWORK MEDICAL MANAGEMENT, INC.	Chandan Basho
By: ____________	Signed: ____________
Brandon Sim Co-Chief Executive Officer	
Date: 4/12/2022	Date: 4/12/2022

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EXHIBIT 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

PURSUANT TO

SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Thomas Lam, M.D., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Apollo Medical Holdings, 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(s) 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(s) 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.

Date:	August 9, 2022	/s/ Thomas Lam
		Thomas Lam Co-Chief Executive Officer and President (Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

PURSUANT TO

SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Brandon Sim, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Apollo Medical Holdings, 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(s) 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(s) 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.

Date:	August 9, 2022	/s/ Brandon Sim
		Brandon Sim Co-Chief Executive Officer (Principal Executive Officer)

EXHIBIT 31.3

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

PURSUANT TO

SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Chandan Basho, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Apollo Medical Holdings, 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(s) 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(s) 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.

Date:	August 9, 2022	/s/ Chandan Basho
		Chandan Basho Interim Chief Financial Officer (Principal Financial Officer)

EXHIBIT 32

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICERS AND PRINCIPAL FINANCIAL OFFICER

PURSUANT TO

18 U.S.C. SECTION 1350.

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Thomas Lam, M.D., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Apollo Medical Holdings, Inc. for the quarter ended June 30, 2022 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of Apollo Medical Holdings, Inc.

Date: August 9, 2022

/s/ Thomas Lam

Thomas Lam
Co-Chief Executive Officer and President
(Principal Executive Officer)

I, Brandon Sim, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Apollo Medical Holdings, Inc. for the quarter ended June 30, 2022 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of Apollo Medical Holdings, Inc.

Date: August 9, 2022

/s/ Brandon Sim

Brandon Sim
Co-Chief Executive Officer
(Principal Executive Officer)

I, Chandan Basho, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Apollo Medical Holdings, Inc. for the quarter ended June 30, 2022 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of Apollo Medical Holdings, Inc.

Date: August 9, 2022

/s/ Chandan Basho

Chandan Basho
Interim Chief Financial Officer
(Principal Financial Officer)