

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

SCHEDULE 13D  
(Amendment No. 1)

Under the Securities Exchange Act of 1934

**Apollo Medical Holdings, Inc.**

(Name of Issuer)

**Common Stock, \$0.001 Par Value**

(Title of Class of Securities)

**03763A 20 7**

(CUSIP Number)

**Robert A. Grauman, Esq.  
Baker & McKenzie LLP  
452 Fifth Avenue  
New York NY 10018  
(212) 626-4100**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**April 26, 2017**

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 03763A 20 7

1. Names of Reporting Persons.  
NNA OF NEVADA, INC.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) ☐

(b) ☐

3. SEC Use Only

4. Source of Funds (See Instructions)  
AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐

6. Citizenship or Place of Organization  
Nevada

	7.	Sole Voting Power -0-	<hr/>
Number of Shares Beneficially Owned by Each Reporting Person With	8.	Shared Voting Power 800,000	<hr/>
	9.	Sole Dispositive Power -0-	<hr/>
	10.	Shared Dispositive Power 800,000	<hr/>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 800,000		<hr/>
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>		<hr/>
13.	Percent of Class Represented by Amount in Row (11) 13.4%		<hr/>
14.	Type of Reporting Person CO		<hr/>

CUSIP No. 03763A 20 7

1.	Names of Reporting Persons. FRESENIUS MEDICAL CARE HOLDINGS, INC.		<hr/>
2.	Check the Appropriate Box if a Member of a Group (See Instructions)		
	(a)	<input type="checkbox"/>	<hr/>
	(b)	<input type="checkbox"/>	<hr/>
3.	SEC Use Only		
4.	Source of Funds (See Instructions) AF		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6.	Citizenship or Place of Organization NEW YORK		

	7.	Sole Voting Power -0-	<hr/>
Number of Shares Beneficially Owned by Each Reporting Person With	8.	Shared Voting Power 800,000	<hr/>
	9.	Sole Dispositive Power -0-	<hr/>
	10.	Shared Dispositive Power 800,000	<hr/>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 800,000		<hr/>
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>		<hr/>
13.	Percent of Class Represented by Amount in Row (11) 13.4%		<hr/>
14.	Type of Reporting Person CO		<hr/>

CUSIP No. 03763A 20 7

1.	Names of Reporting Persons. FRESENIUS MEDICAL CARE AG & CO. KGaA		<hr/>
2.	Check the Appropriate Box if a Member of a Group (See Instructions)		
	(a)	<input type="checkbox"/>	<hr/>
	(b)	<input type="checkbox"/>	<hr/>
3.	SEC Use Only		
4.	Source of Funds (See Instructions) AF		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6.	Citizenship or Place of Organization GERMANY		

Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power -0-
	8.	Shared Voting Power 800,000
	9.	Sole Dispositive Power -0-
	10.	Shared Dispositive Power 800,000
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 800,000	
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 13.4%	
14.	Type of Reporting Person PN	

4

The Statement on Schedule 13D filed November 17, 2016 by NNA of Nevada, Inc. (“NNA”), Fresenius Medical Care Holdings, Inc. (“FMCH”), and Fresenius Medical Care AG & Co. KGaA (“FMC AG & Co. KGaA” and, together with NNA and FMCH, “Filing Persons”), is hereby amended with respect to the items set forth below in this Amendment No. 1. Capitalized terms used herein without definition have the same meanings as those ascribed to them in the original Schedule 13D.

## Item 2. Identity and Background

The information set forth in Schedule A to the Original Schedule 13D with respect to the directors and officers of the Filing Persons is hereby amended as follows:

Mr. Ronald Kuerbitz resigned as Chief Executive Officer and President of Fresenius Medical Care North America effective January 14, 2017, and as a member of the Management Board of Management AG effective February 17, 2017. Mr. Kuerbitz has also resigned from his other positions with FMC AG & Co. KGaA and its subsidiaries, including as a director of FMCH and as CEO and a director of NNA.

Effective January 14, 2017, Mr. William Valle, who was President of Fresenius Kidney Care Group, LLC and President and a director of NNA, was appointed Chief Executive Officer and President of Fresenius Medical Care North America, which is his current principal occupation or employment. Mr. Valle was also appointed a member of the Management Board of Management AG on February 17, 2017 and as CEO of NNA on January 14, 2017.

On January 5, 2017, Mr. Oliver Maier resigned from his position as Head of Investor Relations & Corporate Communications of FMC AG & Co. KGaA, and from his other positions with FMC AG & Co. KGaA and its subsidiaries, including as a director of FMCH. Effective January 14, 2017, Lisa Dombro resigned from her position as Vice President of FMCH and Chief of Staff of the Office of CEO, Fresenius Medical Care North America.

Effective January 14, 2017, (i) Ronald Rodgers was appointed President of NNA succeeding Mr. Valle and as a director thereof. Mr. Rodgers’ current principal occupation or employment is as President of Fresenius Kidney Care Group, LLC; (ii) Saurabh Tripathi was appointed Chief Financial Officer of NNA succeeding Peter Gladitsch. Mr. Tripathi’s current principal occupation or employment is as Senior Vice President and CFO of Fresenius Kidney Care Group, LLC; and (iii) Ryan Valle was appointed Vice President of NNA succeeding Joseph Ruma. Mr. R. Valle’s current principal occupation or employment is as Vice President — Corporate Development and Acquisitions, Fresenius Kidney Care Group, LLC.

## Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended by the addition of the following information:

On April 26, 2017, NNA and the Issuer entered into a Fourth Amendment that further modified the Issuer’s obligations under the Registration Rights Agreement. Under the Fourth Amendment, the Issuer was required to prepare and file a registration statement with the SEC covering the sale of NNA’s registrable securities by December 31, 2017 (previously, April 28, 2017) and to use its commercially reasonable best efforts to cause the registration statement registering such securities to be declared effective by the SEC by the earlier of (i) June 30, 2018 (previously October 27, 2017) and (ii) the fifth Trading Day after the date the Issuer is notified by the SEC that such registration statement will not be reviewed or will not be subject to further review prior to being declared effective by the SEC (the “Fifth Trading Day After SEC Notice”).

On July 26, 2017, NNA and the Issuer entered into a Fifth Amendment to the Registration Rights Agreement. In the Fifth Amendment, NNA relinquished its right to require (subject to specified exceptions) that the Issuer obtain NNA's prior consent to the filing of certain registration statements under the Securities Act of 1933, as amended. The Fifth Amendment also further modified the Issuer's obligations under the Registration Rights Agreement. Under the Fifth Amendment, Issuer is now required to prepare and file a registration statement with the SEC covering the sale of NNA's registrable securities by March 31, 2018. The Fifth Amendment did not modify the Issuer's obligation to use its commercially reasonable best efforts to cause the registration statement registering such securities to be declared effective by the SEC by the earlier of (i) June 30, 2018 and (ii) the Fifth Trading Day After SEC Notice.

Except as described in this Item 6, NNA's obligations under the Registration Rights Agreement with respect to the registration of NNA's registrable securities, and the liquidated damages and other remedies available to NNA upon the Issuer's failure to comply with its obligations under that Agreement, have not changed. The foregoing descriptions of the Fourth Amendment and the Fifth Amendment are not complete and each such description is qualified in its entirety by reference to the full text of the Fourth Amendment and the Fifth Amendment, as applicable, each of which is an exhibit to this Schedule 13D (Amendment No. 1).

#### Item 7. Materials to be Filed as Exhibits

The following exhibits are filed with this Schedule 13D (Amendment No. 1):

Exhibit	Agreement
99.10	Fourth Amendment dated as of April 26, 2017 to Registration Rights Agreement between Apollo Medical Holdings, Inc. and NNA of Nevada, Inc. (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed April 28, 2017).
99.11	Fifth Amendment dated as of July 26, 2017 to Registration Rights Agreement between Apollo Medical Holdings, Inc. and NNA of Nevada, Inc. (filed herewith).

6

#### Signatures

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: July 28, 2017

#### **NNA OF NEVADA, INC.**

By: /s/ Mark Fawcett  
Name: Mark Fawcett  
Title: SVP and Treasurer

#### **FRESENIUS MEDICAL CARE HOLDINGS, INC.**

By: /s/ Mark Fawcett  
Name: Mark Fawcett  
Title: SVP and President

#### **FRESENIUS MEDICAL CARE AG & CO. KGaA,** represented by

#### **Fresenius Medical Care Management AG, its general partner**

By: /s/ Michael Brosnan  
Name: Michael Brosnan  
Title: Member of the Management Board

By: /s/ William Valle  
Name: William Valle  
Title: Member of the Management Board

7

## FIFTH AMENDMENT

This **FIFTH AMENDMENT** (this “Agreement”), dated as of July 26, 2017, is entered into among **APOLLO MEDICAL HOLDINGS, INC.**, a Delaware corporation (“Company”), and **NNA OF NEVADA, INC.**, a Nevada corporation (“NNA”).

### RECITALS

A. Reference is made to the Registration Rights Agreement, dated as of March 28, 2014, between Company and NNA (as amended by the First Amendment and Acknowledgement, dated as of February 6, 2015, the Amendment To First Amendment and Acknowledgement, dated as of July 7, 2015, the Second Amendment and Conversion Agreement, dated as of November 17, 2015, the Third Amendment, dated as of June 28, 2016, the Fourth Amendment, dated as of April 26, 2017, and as further amended by the amendments thereto, the “Registration Rights Agreement”).

B. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Registration Rights Agreement.

### STATEMENT OF AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual provisions, covenants and agreements herein contained, the parties hereto hereby agree as follows:

#### ARTICLE I AMENDMENTS

1.1 The definition of “Filing Deadline” set forth in Section 1 of the Registration Rights Agreement is hereby amended to read in full as follows:

“Filing Deadline” means, with respect to the Initial Registration Statement required to be filed pursuant to **Section 2(a)**, March 31, 2018.

1.2 Subsection (b) of Section 6, “Miscellaneous,” of the Registration Rights Agreement is hereby deleted in its entirety, and the short title of said Subsection (b), “Prohibition on Filing Other Registration Statements,” is hereby replaced by the following:

“(b) Intentionally Omitted.”

#### ARTICLE II EFFECTIVENESS

This Agreement, including without limitation the amendments set forth in **Article I**, shall become effective as of the date first written above (such date being referred to as the “Effective Date”) when NNA and the Company shall have executed and delivered to each other counterparts of this Agreement.

#### ARTICLE III REPRESENTATIONS AND WARRANTIES

To induce NNA to enter into this Agreement and the transactions contemplated hereby, Company represents and warrants to NNA as of the Effective Date as follows:

3.1 Corporate Organization and Power. Company (i) is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and (ii) is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the nature of its business or the ownership of its properties requires it to be so qualified, except where the failure to be so qualified, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

3.2 Authorization. Company has the requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Company of this Agreement, the compliance by Company with each of the provisions of this Agreement and the other Transaction Documents, and the consummation by Company of the transactions contemplated hereby and thereby (a) are within the corporate power and authority of Company (including such approval and authorization by Company Board required under the Laws of the State of Delaware and Company’s certificate of incorporation and bylaws) and (b) have been duly authorized by all necessary corporate action of Company. This Agreement has been duly and validly executed and delivered by Company. Assuming due authorization, execution and delivery by NNA of this Agreement, this Agreement constitutes a valid and binding agreement of Company enforceable against it in accordance with its terms, except (i) as such enforcement is limited by bankruptcy, insolvency and other similar Laws affecting the enforcement of creditors’ rights generally and (ii) for limitations imposed by general principles of equity.

3.3 No Conflicts; Consents and Approvals; No Violation. Neither the execution, delivery or performance by Company of this Agreement nor the consummation by Company of the transactions contemplated hereby or thereby shall (a) result in a breach or a violation of, any provision of its certificate of incorporation or bylaws; (b) constitute, with or without notice or the passage of time or both, a breach, violation or default, create a Lien, or give rise to any right of termination, modification, cancellation, prepayment, suspension, limitation, revocation or acceleration, under (i) any Law or (ii) any provision of any agreement or other instrument to which it is a party or pursuant to which any of it or any of its assets or properties is subject; or (c) require any consent, Order, approval or authorization of, notification or submission to, filing with, license or permit from, or exemption or waiver by, any Governmental Authority or any other Person (collectively, the “Consents, Approvals and Filings”) on its part, except for (x) the Consents, Approvals and Filings required under the Securities Act, the Exchange Act and applicable state securities Laws and the Principal Trading Market, and (y) consents, authorizations and filings that have been (or on or prior to the Effective Date will have been) made or obtained and that are (or on the Effective Date will be) in full force and effect.

3.4 Capitalization. The Company’s Common Stock is registered pursuant to Section 12(g) of the Exchange Act. The Common Stock is currently quoted on the OTC Pink Marketplace (the “OTC Pink”) maintained by the OTC Markets Group Inc. under the symbol “AMEH.”

Company has not received any oral or written notice that its Common Stock is not eligible or will become ineligible for quotation on the OTC Pink nor that its Common Stock does not meet all the requirements for the continuation of such quotation.

3.5 Investment Company Act. Company is not an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

#### ARTICLE IV

## MISCELLANEOUS

4.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules).

4.2 Full Force and Effect. Except as expressly provided herein, the Registration Rights Agreement and the other Transaction Documents shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Registration Rights Agreement or any other Transaction Document, "hereinafter," "hereto," "hereof," and words of similar import shall, unless the context otherwise requires, mean the Registration Rights Agreement or such other applicable Transaction Document after giving effect to this Agreement. Any reference to the Registration Rights Agreement or any of the other Transaction Documents shall refer to the Registration Rights Agreement and the applicable Transaction Documents as amended hereby.

4.3 Severability. To the extent any provision of this Agreement is prohibited by or invalid under the applicable law of any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity and only in any such jurisdiction, without prohibiting or invalidating such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction.

4.4 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

4.5 Construction. The headings of the various sections and subsections of this Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any of the provisions hereof.

4.6 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

### COMPANY:

#### APOLLO MEDICAL HOLDINGS, INC.

By: /s/ Warren Hosseinion

Name: Warren Hosseinion

Title: CEO

### NNA:

#### NNA OF NEVADA, INC.

By: /s/ Mark Fawcett

Name: Mark Fawcett

Title: Senior Vice President & Treasurer