

SECOND AMENDMENT TO THE AGREEMENT
WITH HEALTH STAFFING SOLUTIONS, INC.
DBA STARMED
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and HEALTH STAFFING SOLUTIONS, INC., DBA STARMED (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on July 24, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; subsequently amended on October 3, 2001; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement and under all other agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed ONE MILLION FIVE HUNDRED FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS (\$1,556,900) for the contract term.”

2. SCHEDULE A, Services, Paragraph 1., is hereby amended to read as follows:

1. Professional staff, including, but not limited to, Registered Nurses, Licensed Vocational Nurses, Psychiatric Technicians, Nursing Assistants, Medical Assistants, Rehabilitation Therapists, Radiologic Technologists, and specialty technologists (covers ultra-sound, vascular, mammography, and special procedures technologists) shall be supplied for services to be performed at San Mateo County Health Services Agency's San Mateo County General Hospital and Clinics (SMCGH), including SMCGH's Long Term Care, Correctional Health, and the AIDS Program on a daily "on-call" basis as needed by County.

For temporary staff requested by Correctional Health, Contractor shall assure that all staff will receive San Mateo County Sheriff's Office clearance prior to work assignments in the jail, and shall maintain security clearance.

3. SCHEDULE B, Payments, of the Original Agreement is hereby amended to read as follows:

"I. For services specified in Schedule A, except for Radiologic Technologists and specialty technologists, County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	RN Specialty	RN Non-Specialty	RN Extended (Traveler)	Rehabilitation Therapist
DAYS	\$51.00	\$49.00	\$60.00	\$52.00
PMs	\$52.00	\$50.00	\$61.00	
NIGHTS	\$53.00	\$51.00	\$62.00	

2. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

	LVN/LPT	NA/MA
DAYS	\$35	\$23
PMs	\$36	\$24
NIGHTS	\$37	\$25

3. As to all classifications mentioned, the rates quoted herein are on a per hour basis. County shall pay Contractor one-and-one-half (1 1/2) times the appropriate rate for shifts worked on the following holidays (rate effective beginning 10-7 shift on the evening of the holiday through 3-11 shift on the day of holiday): New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
4. Overtime is paid at one-and-one-half (1 1/2) times for all hours worked over the schedule daily shift. All overtime must be pre-approved by Nursing Administration.
5. Contractor shall charge County four (4) hour in the event County does not provide Contractor with at least two (2) hours' notice of cancellation.
6. Contractor shall credit County four (4) hours in the event Contractor does not provide County with at least two (2) hours' notice of cancellation.

7. Invoices

Contractor shall submit separate invoices for each facility prior to processing for payment as follows:

- a. San Mateo County General Hospital
222 West 39th Avenue
San Mateo, CA 94403
Attn: Nursing Administration
- b. Correctional Health Services
Maguire Correctional Facility 300 Bradford Street
Redwood City, CA 94063
Attn: Medical Department
- c. San Mateo County AIDS Program
225 West 37th Avenue
San Mateo, CA 94403
Attn: Deputy Director, Public Health

II. For all services relating to Radiologic Technologists, and specialty technologists (covers ultra-sound, vascular, mammography, and special procedures technologists), County shall pay Contractor according to the following rate schedules:

1. Hourly Rate Schedule for July 1, 2001 through June 30, 2004

Radiological Technologists	Base Rate
Non-Specialty Defined as General Diagnostic X-ray Technician	\$65
Specialty Defined as Ultrasound, Vascular, Echo, Nuclear Medicine, CAT, Magnetic Resonance Imaging, Mammography, and Special Procedures Technologist	\$73

2. Rates are inclusive and based on thirteen (13), sixteen (16), or twenty (20) week placements.
3. Base rate hours will be calculated at hourly equivalent for 8, 10, or 12 hour shifts reported by San Mateo County Radiology Department. County guarantees thirty-six (36) hours per week for twelve (12) hour shifts and forty (40) hours per week for eight (8) or ten (10) hour shifts.
4. Overtime is defined as all hours worked over forty (40) hours in a workweek (Sunday-Saturday). Overtime is to be invoiced at the above base rate plus an additional \$10 per hour. State laws may supercede this policy; Contractor reserves the right to invoice in accordance with State law.
5. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day are holidays and are to be invoiced at the overtime rate.
6. County will schedule on-call time as required. On-call hours are to be invoiced at \$6 per hour.
7. All call-back hours are to be invoiced at the overtime rate with a minimum of two (2) hours.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

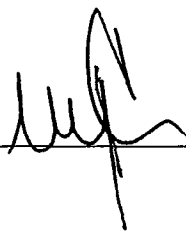
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of July 24, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO
INC.

StarMed Health Personnel, Inc. d/b/a
StarMed Staffing Group

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

By:  _____

Date: _____

Date: 5-14-02

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

Date: May 14, 2001

To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864

From: Tere Larcina, Hospital and Clinics/ Pony # HOS316/ Fax # 2267

Subject: Contract Insurance Approval

CONTRACTOR: Health Staffing Solutions, Inc., dba Starmed

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one

DUTIES (SPECIFIC): Contractor shall provide temporary staffing services on a daily "on-call" bases as requested by County and as described in Schedule A.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability:		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability:	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation:	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:



 SIGNATURE

06367280877

J.W. TERRILL

02/26/02 14:4

001/006

Client#: 28407

REHABCARE

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
 J. W. Terrill, Inc.
 16091 Swingley Ridge Road #200
 Chesterfield, MO 63017
 Sue Corey 636-728-7649

THIS CERTIFICATE IS ISSUED AS A MATTER OF COURTESY ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS CERTIFICATE DOES NOT AMEND, ALTER THE COVERAGE AFFORDED BY THE POLICIES.

INSURERS AFFORDING COVERAGE

INSURED
 StarMed Health Personnel, Inc.
 DBA StarMed Staffing Group
 7733 Forsyth Blvd., Ste 1700
 Clayton, MO 63105

INSURER A: TIG Specialty Insurance Co.
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NO OTHER REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY APPLY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	HCF39250895	03/01/02	03/01/03	EACH OCCURRENCE \$ 100,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 100
					PERSONAL & ADV INJURY \$ 100,000
					GENERAL AGGREGATE \$ 100,000
					PRODUCTS - COMPROP AGG \$ 100,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	HCF39250895	03/01/02	03/01/03	COMBINED SINGLE LIMIT (Per accident) \$ 100,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					
<input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
A	EXCESS LIABILITY	HCU39250896	03/01/02	03/01/03	EACH OCCURRENCE \$ 100,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 100,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10000				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
					WC STAT - TOBY LIMIT \$
					EL EACH ACCIDENT \$
					EL DISEASE - EA EMPLOYEE \$
					EL DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability (Claims - Made)	HCF39250895	03/01/02	03/01/03	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED/INSURER LETTER

CANCELLATION

FOR INFORMATIONAL PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER OR ITS REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John W. Terrill Jr.

TAX @ ACORD C

EXPIRATION DATE
 DAYS WRITTEN
 DOES SHALL
 AGENTS OR

EXPIRATION 1888

06367280877

J. W. TERRILL

02/26/02 14:00

.002/006

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MARSH USA INC. CERTIFICATE OF INSURANCE

PRODUCER
 MARSH USA INC.
 800 MARKET STREET
 SUITE 2800
 ST LOUIS, MO 63101-2500

REHAB-MM-WC-02-03 6

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION AND NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR AFFORD BY THE POLICIES DESCRIBED HEREIN.

INSURED
 StarMed Health Personnel, Inc.
 c/o RehabCare Group, Inc.
 7733 Forsyth Blvd., Suite 1700
 St. Louis, MO 63105

COMPANIES AFFORDING COVERAGE

COMPANY A LIBERTY MUTUAL FIRE INS CO

COMPANY B

COMPANY C

COMPANY D

COVERAGES This certificate supersedes and replaces any previously issued certificates for the policy described herein. THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES WHICH MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA2-64D-004888-012	04/01/02	04/01/03	X WC STATE TORY LIMITS EL EACH ACCIDENT \$1,000 EL DISEASE-POLICY LIMIT \$1,000 EL DISEASE-BACH EMPLOYE \$1,000
A	THE PROPRIETARY PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC2-641-004888-022	04/01/02	04/01/03	
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

CERTIFICATE HOLDER

STARMED HEALTH PERSONNEL, INC.
 228 SOUTH MERAMEC
 STE 920T
 CLAYTON, MO 63105

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DA CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS

MARSH USA INC.
 BY: Alfred A. Peterfeso *Alfred A. Peterfeso*

MM1 (9/99)

CERTIFICATE
 HL-000000700
 AND CONFERS
 DIVIDED IN THE
 IE COVERAGE

INDICATED.
 FUND OR MAY
 LIMITS SHOWN

ATION DATE THEREOF
 ITTEN NOTICE TO
 BE NO OBLIGATION
 REPRESENTATIVES.