



**STATE OF HAWAI'I
SUPPLEMENTAL CONTRACT NO. 3
TO CONTRACT PSD 07-HCD-24 A**

(Insert contact number or other identifying information)

This Supplemental Contract No. 3, executed on the respective dates indicated below, is effective as of September 15, 20 10 between the Department of Public Safety,

(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Director

(Title of person signing for the STATE)

whose address is: 919 Ala Moana Boulevard, Room 400

Honolulu, Hawaii 96814

and B.C.P., Inc., dba Nursefinders of Hawaii

(Name of PROVIDER)

("PROVIDER"), a Corporation

(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Texas whose business street address and taxpayer identification numbers are as follows:

Business street address:

1888 Kalakaua Avenue, Suite C303,

Honolulu, Hawaii 96815

Mailing address if different than business street address:

same as above

Federal employer identification number: [REDACTED]

Hawai'i general excise tax number: [REDACTED]

RECITALS

A. WHEREAS, the STATE and the PROVIDER entered into a Contract PSD 07-HCD-24 A

(Insert contract number or other identifying information)

effective November 6 , 20 07 , which was amended by Supplemental Contract No(s). 1
effective September 22 , 20 08 , which was amended by Supplemental Contract No(s). 2
effective November 3 , 20 09 , which was amended by Supplemental Contract No(s). _____
effective _____ , 20 _____ (hereinafter collectively referred to as "Contract) whereby the PROVIDER agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract, NOW, THEREFORE, the STATE, and the PROVIDER mutually agree to amend the Contract as follows:

(Check applicable box(es))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the PROVIDER's change of name

FROM: _____

TO: _____

as set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract as amended herein shall remain in full force and effect.

In view of the above, the parties execute this supplemental agreement by their signatures below.

STATE

By



(Signature)

Print Name

Clayton A. Frank

Print Title

Director

Date

10/12/12

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By

(Signature)

Print Name

Print Title

Date

CONTRACT NO. PSD 07-HCD-24 A

CORPORATE SEAL
(if available)

PROVIDER: B.C.P., Inc. dba Nursefinders of Hawaii

By 

Print Name Robert Livonius

Print Title President, Workforce Solutions

Date October 1, 2010

APPROVED AS TO FORM:


Deputy Attorney General

**UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
B.C.P, INC.**

D/B/A NURSEFINDERS OF HAWAII

SEPTEMBER 29, 2010

The undersigned, constituting all of the members of the board of directors (the "Board") of B.C.P, INC., D/B/A NURSEFINDERS OF HAWAII, a Hawaii corporation (the "Company"), do hereby agree and consent to, and do hereby adopt, the following corporate actions and resolutions of the Company in accordance with the Hawaii Business Corporation Act:

RESOLVED, that Susan R. Salka, Chief Executive Officer of the Company, Robert Livonius, its President, Bary Bailey, its CFO and Treasurer, Denise L. Jackson, its Sr. Vice President, General Counsel and Secretary and Linda Sheffield, its Sr. Vice President, and their respective successors in office, shall each be and are hereby authorized and directed to (i) execute and deliver, as the act and deed of the Company, any and all contracts with any private or governmental person or entity dealing with the rendition of nursing services by the Company, and (ii) apply for, maintain, amend, renew, or extend any governmental license, permit, certificate or authorization related to the right or ability of the Company to engage in the business of rendering nursing services (including home health care services); on such terms and conditions as either of said officers may deem necessary or advisable.

FURTHER RESOLVED, that Susan R. Salka, Robert Livonius, Bary Bailey, Denise L. Jackson and Linda Sheffield are each empowered and authorized to delegate the authority granted to them in these resolutions to such other employees of the Company as they may, in their discretion select.

RESOLVED, that this Unanimous Consent of the Board of Directors may be executed in counterparts, each of which shall be deemed an executed original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Consent as of the date set forth above.

The Board of Directors:

[Redacted Signature]

Susan/R. Salka \ /

[Redacted Signature]

Denise L. Jackson \ /

PROVIDER'S ACKNOWLEDGMENT

STATE OF Texas)
) SS.
Tarrant COUNTY OF Tarrant)

On this 1st day of October, 2010, before me appeared Robert Livonius

and President, Workforce Solutions, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the _____ and _____

of B.C.P., Inc., dba Nursefinders of Hawaii,

the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument as the free act and deed of the PROVIDER.

(Notary Seal)

By 
Print Name JOANN CATALANO
Date 10-1-10
Notary Public, State of TEXAS
My commission expires: 7-28-11

Doc. Date: 10-1-10 # Pages: 9
Notary Name: JOANN CATALANO Circuit _____
Doc. Description: PSD 07-HCD-24-A

(Notary Stamp or Seal)


Date 10-1-10

NOTARY CERTIFICATION

**PROVIDER'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

B.C.P., Inc., dba Nursefinders of Hawaii

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER is* is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the

* Reminder to agency: If the “is” block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER: B.C.P., Inc., dba Nursefinders of
Hawaii

By _____

Print Name Robert Livonius

Print Title President, Workforce Solutions

Date October 1, 2010



STATE OF HAWAII

TIME OF PERFORMANCE

This agreement extends the term of the contract for an additional twelve month period, beginning October 14, 2010 up to and including October 13, 2011.

Unless terminated, this contract may be extended for one (1) additional twelve-month period or portions thereof, subject to satisfactory performance of the Provider, the availability of funds, and upon mutual written agreement.

All other terms and conditions remain unchanged.

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development¹.

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16,

[Redacted Signature]

(Signature)

10/10/10

(Date)

Clayton A. Frank

(Print Name)

Director

(Print Title)

¹ This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exemptions under §§ 76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

2. By the Director of Human Resources Development, State of Hawai'i.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2010

PRODUCER
Aon Risk Insurance Services West, Inc.
fka Aon Risk Services, Inc. of Cen CA
8880 Cal Center Drive, Suite 130
Sacramento CA 95826 USA

PHONE-(916) 369-4800 FAX-(916) 369-4801

INSURED
Nursefinders, Inc.
12400 High Bluff Drive
San Diego, CA 92130-3077 USA

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Interstate Fire & Casualty Co	
INSURER B: Travelers Property Cas Co of America	
INSURER C: Travelers Indemnity co of Ct	
INSURER D:	
INSURER E:	

COVERAGES SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY 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. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR Retro Date 10/01/10 <input checked="" type="checkbox"/> SIR \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
						Blanket Contractual	\$1,000,000
C		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				X WC STATUTORY LIMITS	OTHER
B		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A		OTHER E&O-ProfLiabPri				SIR	\$2,000,000
						Per occurrence	\$1,000,000
						Aggregate	\$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS/OTHER INFORMATION/PROVISIONS
 The State of Hawaii, Department of Public Safety, is added as an additional insured in respect to operations performed for the State of Hawaii. The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice from Nursefinders has been given to the State of Hawaii, Department

CERTIFICATE HOLDER

State of Hawaii
Department of Public Safety
Attn: Michael Clack
1919 Ala Moana Blvd., Room 413
Honolulu HI 96814 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Holder Identifier : 570040519780 Certificate No :

Attachment to ACORD Certificate for Nursefinders, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Nursefinders, Inc.
12400 High Bluff Drive
San Diego, CA 92130-3077 USA

INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

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

of Public Safety, ASO - purchasing and contracts staff, 919 Ala Moana Blvd., Room 413, Honolulu HI 96814. The State of Hawaii is an additional insured as respects general and medical professional liability as required by written contract arising out of the negligence of B.C.P., Inc. dba Nursefinders of Hawaii and its employees only. The umbrella will follow form of underlying policies as respects additional insured. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.