



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 1

TO CONTRACT PSD 07-HCD-24-A

(Insert contract number or other identifying information)

This Supplemental Contract No. 1, executed on the respective dates indicated below, is effective as of ... between the Department of Public Safety, State of Hawaii

(Insert name of state department, agency, board or commission)

("STATE"), by its Director

(Insert title of state officer executing contract)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 919 Ala Moana Boulevard, Room 400, Honolulu, Hawaii 96814, and

B.C.P., Inc., dba Nursefinders of Hawaii ("CONTRACTOR"),

a Corporation

(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)

under the laws of the State of Texas, whose business address and federal and state taxpayer identification numbers are as follows: 1888 Kalakaua Avenue, Suite C303, Honolulu, Hawaii 96815;

RECITALS

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

(Insert contract number or other identifying information)

dated November 6, 2007, which was amended by Supplemental Contract No(s) ...

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR 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 made a part of the Contract.
Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
Recognize the CONTRACTOR'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 Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE



Clayton A. Frank

(Print Name)

Director

(Print Title)

10/20/08

(Date)

CORPORATE SEAL

(If available)

CONTRACTOR

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



Chris Friedrichs

(Print Name)

Vice President of Finance *

(Print Title)

September 24, 2008

(Date)

APPROVED AS TO FORM.



* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

CERTIFICATE BOARD OF DIRECTORS OF RESOLUTION

STATE OF TEXAS
COUNTY OF TARRANT

On October 5, 2007 all of the members of the Board of Directors of BCP, Inc. d/b/a/
Nursefinders of Hawaii, Inc. unanimously approved the following resolution:

RESOLVED, that Bob Livonius, Chief Executive Officer of the Corporation, Chris Friedrichs, Vice President of Finance and Secretary of the Corporation, Patrick McColpin, Chief Financial Officer of the Corporation 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 Corporation, any and all contracts with any private or governmental person or entity dealing with the rendition of nursing services by the Corporation, and (ii) apply for, maintain, amend, renew, or extend any governmental license, permit, certificate or authorization related to the right or ability of the Corporation 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 Bob Livonius, Patrick McColpin, and Chris Friedrichs are each empowered and authorized to delegate the authority granted them in these resolutions to such other employees of the Corporation as they may, in their discretion, select.

The above resolutions were adopted by the Board of Directors of BCP, Inc. d/b/a/
Nursefinders of Hawaii, Inc. in accordance with the Bylaws and Articles of Incorporation of
the Corporation.

I certify that the above and foregoing constitutes a true and correct copy of the
resolutions adopted by all of the Board of Directors of Board of Directors of BCP, Inc.
d/b/a/ Nursefinders of Hawaii, Inc.

(SEAL)

Subscribed and sworn before me, JOANN CATALANO a Notary Public for the
County of Tarrant, State of Texas, on the 5th day of October, 2007

Notary Public, State of Texas
My commission expires:



STATE OF HAWAII
CONTRACTOR'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, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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).

CONTRACTOR 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, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the 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.

CONTRACTOR

By _____

Print Name _____

Print Title Vice President of Finance

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

Date September 24, 2008

* 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 must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it 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).



STATE OF HAWAII
TIME OF PERFORMANCE

This agreement extends the term of the contract for an additional twelve month period, beginning October 14, 2008 up to and including October 13, 2009.

Unless terminated, this contract may be extended for three (3) additional twelve-month periods 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.



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, 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, Hawaii Revised Statutes (HRS).

[Redacted Signature]

10/20/08 (Date)

Clayton A. Frank (Print Name) Director (Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly 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. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions: (1) It involves the delivery of completed work or product by or during a specific time; (2) There is no employee-employer relationship; and (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

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

(Date)



STATE OF HAWAII

SUPPLEMENTAL SPECIAL CONDITIONS

Facsimile or Electronic Copy: This Contract may be executed and transmitted by facsimile or other electronic means. Facsimile or electronic signatures shall be acceptable and effective to the same extent as original signatures, and shall be deemed the original of the Contract.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2008

10/1/2007

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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.

INSURED NURSEFINDERS, INC.
1073331 DBA BCP, INC.
524 LAMAR BLVD
ARLINGTON, TX 76011

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: GRANITE STATE INSURANCE COMPANY
INSURER B: ZURICH AMERICAN INS. CO.
INSURER C: LEXINGTON INS. CO.
INSURER D: ZURICH AMERICAN INS. CO.
INSURER E: AMERICAN ZURICH INS CO

COVERAGES NURIN01 BE

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B		AUTOMOBILE LIABILITY <input 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) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER MEDICAL PROFESSIONAL LIABILITY				EACH WRONGFUL ACT: \$1,000,000 ANNUAL AGGREGATE: \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 CERT HOLDER IS ADDITIONAL INSURED RESPECTS TO OPERATIONS PERFORMED FOR THE STATE OF HAWAII REPECTS GENERAL LIABILITY AND PROFESSIONAL LIABILITY AS THEIR INTREST MAY APPEAR AS REQUIRED BY WRITTEN CONTRACT. IT IS AGREED THAT ANY INSURANCE MAINTAINED BY THE STATE OF HAWAII WILL APPLY IN EXCES OF AND NOT CONTRIBUTE WITH INSURANCE PROVIDED BY THIS POLICY.

CERTIFICATE HOLDER

2670019
STATE OF HAWAII
DEPT. OF PUBLIC SAFETY
ATTN: MARC
919 ALA MOANA BLVD
4TH FLOOR
HONOLULU HI 96814

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.