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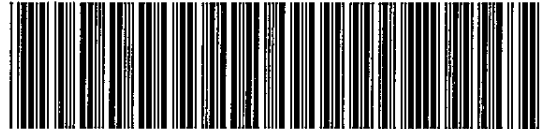
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*Amended &
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RECEIVED
03 JUL 25 PM 4:27
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
03 JUL 30 PM 3:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
7/30/03 R



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 182703 4363280

AUTHORIZATION : *Patricia Pajaro*

COST LIMIT : \$ 35.00

ORDER DATE : July 25, 2003

ORDER TIME : 2:31 PM

ORDER NO. : 182703-005

CUSTOMER NO: 4363280

CUSTOMER: Ms. Joy Taylor
Interim Healthcare Inc.
1601 Sawgrass Corporate Pkwy
Sunrise, FL 33323

DOMESTIC AMENDMENT FILING

NAME: INTERIM HEALTHCARE OF MIAMI-DADE, INC.

EFFECTIVE DATE:

XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Darlene Ward -- EXT# 1135

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

July 28, 2003

CSC
ATTN: DARLENE
TALLAHASSEE, FL

SUBJECT: INTERIM HEALTHCARE OF MIAMI-DADE INC.
Ref. Number: P97000089131

We have received your document for INTERIM HEALTHCARE OF MIAMI-DADE INC. . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

If shareholder approval was not required, a statement to that effect must be contained in the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 703A00043466

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF**

INTERIM HEALTHCARE OF MIAMI- DADE, INC.

FILED
03 JUL 30 PM 3:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1003 and 607.1007 of the Florida Business Corporation Act, Interim Healthcare of Miami- Dade, Inc, a Florida corporation (the "Corporation"), certifies that:

- (1) The original articles of incorporation of the Corporation were filed by the Department of State on October 15, 1997, under the name IN-TOUCH INC.;
- (2) The attached Restated Articles were duly adopted by the Corporation Board of Directors without shareholder action and action was not required on July 24, 2003;
- (3) The Articles of Incorporation of the Corporation are amended as follows:
 - (a) Article I is amended to change the name of the Corporation to: Interim Healthcare Employer Services, Inc.
 - (b) Article VI is added.
 - (c) Article VII is added

The text of the Articles of Incorporation, as amended, of the Corporation is hereby amended and restated in its entirety, effective as of the date of filing of these Amended and Restated Articles of Incorporation with the Secretary of State of Florida, to read as follows:

ARTICLE I - NAME

The name of the corporation is INTERIM HEALTHCARE EMPLOYER SERVICES, INC. (hereinafter called the "Corporation").

ARTICLE II - PURPOSE

The Corporation is organized for the purpose of transacting any and all lawful business for which corporations may be incorporated under the Florida Business Corporation Act.

ARTICLE III - CAPITAL STOCK

The aggregate number of shares which the Corporation shall have the authority to issue is 1,000 shares of Common Stock, par value \$1.00 per share.

class and series, until canceled or disposed of (whether by resale or otherwise) by the Corporation. If the Board of Directors cancels any such shares, the canceled shares shall constitute authorized and unissued shares of the same class and shall be undesignated as to series.

ARTICLE IV - PRINCIPAL PLACE OF BUSINESS

The principal place of business and the mailing address of the Corporation are 1601 Sawgrass Corporate Parkway, Sunrise, Florida 33323.

ARTICLE V - BOARD OF DIRECTORS

The Corporation shall be managed by a Board of Directors consisting of not less than one member. The manner of election and the exact number of directors shall be provided in the Bylaws of the Corporation.

ARTICLE VI - INDEMNIFICATION

Section 1. Indemnification.

(a) The Corporation (and any successor to the Corporation by merger or otherwise) shall, and does hereby, indemnify, to the fullest extent permitted or authorized by current or future legislation (specifically including the full extent of indemnification permitted by §607.0850(7) Fla. Stat. (1994), or current or future judicial or administrative decisions (but, in the case of any such future legislation or decisions, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to such legislation or decision), each person (including the heirs, personal representatives, executors, administrators and estate of the person) who was or is a party, or is threatened to be made a party, or was or is a witness, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and any appeal therefrom (collectively, a "Proceeding"), against all liability (which for purposes of this Article includes all judgments, settlements, penalties, fines and taxes under the Employee Retirement Income Security Act of 1974, as amended) and costs, charges, and expenses (including, without limitation, attorneys' fees) asserted against him or incurred by him by reason of the fact that the person is or was (i) a director or officer, or (ii) an employee of the Corporation who is specifically granted the indemnification rights provided hereby by the Board of Directors, or (iii) serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including serving as a fiduciary of an employee benefit plan) and as to whom the Board has granted the right to indemnification provided hereby (each an "Indemnified Person").

(b) Notwithstanding the foregoing, except with respect to the indemnification specified in the third sentence of Section 3 of this Article, the Corporation shall indemnify an Indemnified Person in connection with a

Proceeding (or part thereof) initiated by an Indemnified Person only if authorization for the Proceeding (or part thereof) was not denied by the Board of Directors of the Corporation, acting in its sole discretion, within 60 days after receipt of notice thereof from the Indemnified Person.

Section 2. Advance of Costs, Charges and Expenses. Costs, charges and expenses (including, without limitation, attorneys' fees) incurred by an Indemnified Person in defending a Proceeding shall be paid by the Corporation to the fullest extent permitted or authorized by current or future legislation or current or future judicial or administrative decisions (but, in the case of any future legislation or decisions, only to the extent that it permits the Corporation to provide broader rights to advance costs, charges and expenses than permitted prior to the legislation or decisions) in advance of the final disposition of the Proceeding, upon receipt of an undertaking reasonably satisfactory to the Board of Directors (the "Undertaking") by or on behalf of the Indemnified Person to repay all amounts so advanced if it is ultimately determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article; provided that, in connection with a Proceeding (or part thereof) initiated by such Indemnified Person (except a Proceeding authorized by the second sentence of Section 3 of this Article), the Corporation shall pay the costs, charges and expenses in advance of the final disposition of the Proceeding only if authorization for the Proceeding (or part thereof) was not denied by the Board of Directors of the Corporation, acting in its sole discretion, within 60 days after receipt of a request for advancement accompanied by an Undertaking. A person to whom costs, charges and expenses are advanced pursuant to this Article shall not be obligated to repay pursuant to the Undertaking until the final determination of (a) the pending Proceeding in a court of competent jurisdiction concerning the right of that person to be indemnified, or (b) the obligation of the person to repay pursuant to the Undertaking.

The Board of Directors may, upon approval of the Indemnified Person, authorize the Corporation's counsel to represent the Indemnified Person in any action, suit or proceeding, whether or not the Corporation is a party to the action, suit or proceeding. In the event that the Corporation's counsel is representing the Indemnified Person and subject to any limitations imposed by law or any insurance policy referred to in Section 5 of this Article VII, any Indemnified Person shall have the right to retain separate counsel and to have the fees and expenses of such counsel paid as incurred as provided herein in the event such person reasonably believes that there is an actual or potential conflict in interest between the Corporation and such person or in the event the Corporation or its insurer shall have failed to assume the defense and employ counsel acceptable to such person within a reasonable period of time after commencement of any action.

Section 3. Procedure For Indemnification. Any indemnification or advance under this Article shall be made promptly, and in any event within 60 days after delivery of the written request of the Indemnified Person. The right to indemnification or advances as granted by this Article shall be enforceable by an

Indemnified Person in any court of competent jurisdiction if the Corporation denies the request under this Article in whole or in part, or if no disposition of the request is made within the 60-day period after delivery of the request. The requesting person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any action shall also be indemnified by the Corporation. It shall be a defense available to the Corporation to assert in the action that indemnification is prohibited by law or that the claimant has not met the standard of conduct, if any, required by current or future legislation or by current or future judicial or administrative decisions for indemnification (but, in the case of future legislation or decision, only to the extent that the legislation does not impose a more stringent standard of conduct than permitted prior to the legislation or decisions). The burden of proving this defense shall be on the Corporation. Neither (a) the failure of the Corporation (including its Board of Directors or any committee thereof, its independent legal counsel, and its shareholders) to have made a determination (prior to the commencement of the action) that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct, if any, nor (b) the fact that there has been an actual determination by the Corporation (including its Board of Directors or any committee thereof, its independent legal counsel, and its shareholders) that the claimant has not met the applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 4. Survival of Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may now or hereafter be entitled under any bylaw, statute, agreement, vote of shareholders or disinterested directors or recommendation of counsel or otherwise, both as to actions in the person's capacity as a director, officer or employee and as to actions in another capacity while still a director, officer or employee, and shall continue as to an Indemnified Person who has ceased to be a director or officer or employee and shall inure to the benefit of the estate, heirs, personal representatives, beneficiaries, executors and administrators of such a person. All rights to indemnification and advances under this Article shall be deemed to be a contract between the Corporation and each Indemnified Person who is an Indemnified Person at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Florida Business Corporation Act or any other applicable laws shall not in any way diminish the rights to indemnification of such Indemnified Person or the obligations of the Corporation arising hereunder for claims relating to matters occurring prior to the repeal or modification. The Board of Directors of the Corporation shall have the authority, by resolution, to provide for indemnification of officers, employees or agents of the Corporation and for such other indemnification of Indemnified Persons as it deems appropriate.

Section 5. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust

or other enterprise (including serving as a fiduciary of an employee benefit plan), against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or the applicable provisions of the Florida Business Corporation Act.

Section 6. Savings Clause. If this Article or any portion is invalidated or held to be unenforceable on any ground by a court of competent jurisdiction, the Corporation shall nevertheless indemnify each Indemnified Person described in Section 1 of this Article to the fullest extent permitted by all applicable portions of this Article that have not been invalidated or adjudicated unenforceable, and as permitted by applicable law."

ARTICLE VII

ACTIONS REQUIRING CONSENT OF THE DIRECTORS OF INTERIM HEALTHCARE HOLDINGS, INC.:

Section 1. Bankruptcy. Except as otherwise required by law, without the consent of the Lenders' Directors (as defined below) then serving on the board of directors of Interim HealthCare Holdings, Inc., the Corporation will not fail to object to any involuntary proceeding or commence any case, proceeding or other action (i) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (ii) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or a general assignment for the benefit of its creditors. This Article VIII shall terminate upon the payment or satisfaction in full of all outstanding obligations of the Credit Parties under the Credit Documents (as such terms are defined in that certain Amended and Restated Credit Agreement, dated as of October 25, 2001 (the "**Credit Agreement**"), among the Corporation, Interim HealthCare Holdings, Inc., Bank of America, N.A., as Agent (the "**Agent**") and the lenders party thereto (the "**Lenders**"). For purposes of this Article VIII, "**Lenders Directors**" shall mean those directors of Interim Healthcare Holdings, Inc. who are designated by the Agent on behalf of the Lenders pursuant to the terms of that certain Master Restructuring Agreement, dated as of October 25, 2001, among Catamaran Acquisition Corp., the Corporation, the Agent and the Lenders.

Section 2. Miscellaneous. Except as otherwise required by law, the Corporation will not, and will cause its Subsidiaries not to, without first having obtained the consent of the Lenders' Directors then serving, amend, alter or repeal any provision of, or add any provision to, this Article VIII.

IN WITNESS WHEREOF, the Corporation has caused these Amended and Restated Articles of Incorporation to be executed on this 29th day of July, 2003.

Interim Healthcare Employer Services, Inc.

By: 

Raphael D. Umansky
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD


Sworn to and subscribed before me by Raphael D. Umansky who is personally known to me on this 29 day of July, 2003.



Joy T Taylor
My Commission CC880289
Expires December 25, 2003


Notary Public

INTERIM HEALTHCARE INC.
as SOLE SHAREHOLDER:



By: Michael F. Schundler, President , Director