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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): January 3, 2011**

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**AMN Healthcare Services, Inc.**

(Exact Name of Registrant as Specified in its Charter)

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**Delaware**  
(State or other Jurisdiction  
of Incorporation)

**001-16753**  
(Commission  
File Number)

**06-1500476**  
(I.R.S. Employer  
Identification No.)

**12400 High Bluff Drive, Suite 100**  
(Address of Principal Executive Offices)

**92130**  
(Zip Code)

**Registrant's telephone number, including area code: (866) 871-8519**

**Not Applicable**

(Former name or former address, if changed from last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Section 5 – Corporate Governance and Management

### Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 4, 2011, AMN Healthcare Services, Inc. (“AMN”) announced that effective January 24, 2011, Brian M. Scott, AMN’s senior vice president of operations finance and business development, will succeed Bary G. Bailey as the company’s chief financial officer (CFO) and Chief Accounting Officer (CAO) and report to Susan R. Salka, AMN’s president and chief executive officer. Mr. Bailey will stay on with the company for a transitional period in an advisory role through the end of February. Mr. Bailey has accepted a position as operating partner with a private equity firm; Mr. Bailey’s resignation letter is attached as Exhibit 99.2.

As CFO/CAO, Mr. Scott will receive a base salary of \$300,000 and an annualized target bonus of 60% of his base salary under the Company’s Senior Management Incentive Bonus Plan. Mr. Scott will be eligible for equity grants under the Company’s Equity Plan. Mr. Scott is also eligible to participate in the Company’s Executive Non-Qualified Deferred Compensation Plan as well as the Company’s standard employee benefits coverage, including medical, dental, vision and life insurance. Mr. Scott will also execute the Company’s executive officer standard severance and indemnification agreements, effective January 24, 2011. The severance and indemnification Agreements are attached as Exhibits 99.3 and 99.4 to this Form 8-K and incorporated by reference herein.

The press release is filed as Exhibit 99.1 to this Form 8-K and is incorporated by reference herein.

### Item 8.01 Other Events

On January 4, 2011, the Company issued a press release announcing the departure of Bary Bailey from the company and the appointment of Brian Scott as Chief Financial Officer and Chief Accounting Officer. A copy of the press release issued by the company on January 4, 2011, is filed and incorporated by reference herein to as Exhibit 99.1.

### Item 9.01 Financial Statements and Exhibits

#### (d) Exhibits

<u>EXHIBIT No.</u>	<u>DESCRIPTION</u>
99.1	Press release issued by the Company on January 4, 2011, filed herewith
99.2	Resignation Letter of Bary G. Bailey, filed herewith
99.3	Executive Severance Agreement between AMN Healthcare, Inc. and Brian M. Scott, filed herewith
99.4	Form of Indemnification Agreement – Officer and Director (incorporated by reference to the exhibits filed with the Registrant’s Annual Report on Form 10-K, filed on March 5, 2010)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**AMN Healthcare Services, Inc.**

Date: January 4, 2011

By: /s/ Susan R. Salka  
Susan R. Salka  
*President & Chief Executive Officer*

## INDEX TO EXHIBITS

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**AMN Healthcare Services Names Brian M. Scott Chief Financial Officer**

SAN DIEGO – (January 4, 2011) – AMN Healthcare Services (NYSE: AHS), the nation’s largest provider of comprehensive healthcare staffing and workforce solutions, announced today that Brian M. Scott will become chief financial officer and chief accounting officer effective January 24, 2011. Scott, who joined AMN in 2003, has been senior vice president of operations finance and business development and will report to Susan R. Salka, AMN president and chief executive officer.

Scott will succeed Bary G. Bailey who will become an operating partner of Cressey & Company, a healthcare-focused, private investment firm with more than \$1 billion in assets under management. Bailey will remain with AMN in an advisory role through the end of February.

Scott currently oversees the company’s corporate financial planning and analysis, capital funding and business development activities. In addition, he has significant involvement with financial reporting, tax and investor relations. Since joining AMN, Scott has served in a variety of financial and operational roles including president of AMN’s pharmacy staffing division and overseeing all accounting operations and SEC reporting.

“Bary Bailey has made a significant contribution to AMN including the financing of our recent acquisition of Medfinders, as well as the strategic positioning of the company for future growth,” said Salka. “A major accomplishment was invigorating the strength of our financial team which Brian will now lead.

“All of us at AMN understand the lure of a private equity partnership for Bary and I personally thank him for his outstanding efforts which have added significant value to the entire organization. Our opportunity going forward is driving results through innovative clinical staffing and workforce solutions and disciplined financial management. Brian’s financial skills make him the perfect candidate to lead this effort,” Salka noted.

“I am very excited to step in and take on the continued responsibility of advancing and implementing AMN’s strategy of delivering value to our shareholders and our healthcare clients,” said Scott. “Bary has been an excellent mentor and partner and his contributions to AMN have helped advance our strategy in a very meaningful way.”

Scott started his career in San Francisco with KPMG and later was a partner in a mid-sized CPA firm. Prior to joining AMN, he served as controller of a biotechnology company. He is a certified public accountant (inactive) in California, and received his bachelor’s degree in accounting from California Polytechnic State University, San Luis Obispo and an MBA from the McCombs School of Business at the University of Texas at Austin.

## **About AMN Healthcare Services**

AMN Healthcare Services, Inc., headquartered in San Diego, CA, is the nation's largest provider of comprehensive healthcare staffing and workforce solutions. As the leading provider of travel nurse, per diem (local) nurse, allied and locum tenens (temporary physician) staffing and physician permanent placement services, AMN Healthcare recruits and places healthcare professionals on assignments of variable lengths and in permanent positions with clients throughout the United States. AMN Healthcare is also the nation's largest provider of healthcare managed services programs and recruitment process outsourcing solutions. Settings staffed include acute-care hospitals, government facilities, community health centers and clinics, physician practice groups, and a host of other healthcare settings. AMN Healthcare also provides home healthcare services in select regions. For more information, visit <http://www.amnhealthcare.com>.

## **Forward-Looking Statements**

This press release contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The company based these forward-looking statements on its current expectations and projections about future events. Actual results could differ materially from those discussed in, or implied by, these forward-looking statements. Forward-looking statements are identified by words such as "believe," "anticipate," "expect," "intend," "plan," "will," "may" and other similar expressions. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. Factors that could cause actual results to differ from those implied by the forward-looking statements contained in this press release are set forth in the company's Annual Report on Form 10-K for the year ended December 31, 2009 and its other quarterly and periodic reports filed with the SEC. These statements reflect the company's current beliefs and are based upon information currently available to it. Be advised that developments subsequent to this press release are likely to cause these statements to become outdated with the passage of time.

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Contact:  
Amy C. Chang  
Vice President, Investor Relations  
866-861-3229  
Web site: <http://www.amnhealthcare.com/>

CONTACT: Amy C. Chang, Vice President, Investor Relations of AMN Healthcare Services, Inc., +1-866-861-3229

January 3, 2011

Susan Salka  
President & CEO  
AMN Healthcare Services, Inc.  
12400 High Bluff Drive  
San Diego, California 92130

Dear Susan,

It is with some sadness that I submit my resignation as CFO of AMN Healthcare to be effective on a date we mutually agree upon during the next two months. While I did originally plan to be with AMN longer, I have been offered an exciting opportunity with Cressey & Co., a private equity firm, as an operating partner. This is a firm I have worked with in the past and am excited by the opportunity and potential this role offers. This is a role I have looked at over the years with a great deal of interest that offers significant diversity in the healthcare arena and leverages my experience in both the provider and payer space.

I believe now is also an appropriate time to make this move as the finance team is very capable and the emphasis over the next year will be on expense management and efficiency while the company assimilates the recent Medfinders acquisition. While it is certainly the ultimate judgment of you and the Board, I am very confident that Brian Scott is ready and able to fulfill the CFO needs of the company under your leadership. Brian has been very involved in investor and lender activities, the integration of Medfinders and the planning for 2011. Brian's knowledge of the current business of AMN and his quick study on areas such as Home Health are recognized by everyone and I have relied on him in this regard.

More broadly, while I have been with AMN for only a year and a half, I have been impressed with the team here and the emphasis on delivering value and quality. It is this characteristic that will return the value to our shareholders, of which I am one and expect to remain. From the outset, we have talked about effective cost management, particularly given the economic environment, while not forsaking the need to ensure the organization is positioned to capture the greatest market share as the economy returns. I believe that AMN is so positioned. It is clear to me that you and the Board of Directors have these same views and values and are unwavering in accomplishing the objectives set out and delivering shareholder value. I have enjoyed being part of the AMN family and value the relationships I have built here and look forward to keeping in touch as AMN flourishes.

Thank you again for the opportunity to work with you and the AMN team.

/s/ Bary G. Bailey



**SEVERANCE AGREEMENT**

THIS SEVERANCE AGREEMENT (the "Agreement"), dated effective as of January 24, 2011, is entered into by and between AMN Healthcare, Inc. (the "Company") and Brian M. Scott ("Executive"), in connection with Executive's employment by the Company in the position of Chief Financial Officer.

**1. Employment at Will.**

The Company agrees to employ Executive and Executive hereby agrees to be employed by the Company upon such terms and conditions as are mutually agreed upon. Executive's employment with the Company shall be at the discretion of the Company. Executive hereby agrees and acknowledges that the Company may terminate Executive's employment at any time, for any reason, with or without cause, and without notice. Nothing contained in this Agreement shall (a) confer on Executive any right to continue in the employ of the Company, (b) constitute any contract or agreement of employment, or (c) interfere in any way with the at-will nature of Executive's employment with the Company.

**2. Severance Benefits.**

(a) In the event that the Company terminates Executive's employment without "Cause" (as defined below), the Company agrees to pay to Executive severance payments in an amount equal to the sum of twelve (12) months base salary at the rate in effect on the date of the termination of Executive's employment (the "Termination Date"), plus the prorated portion of Executive's "Average Bonus" (an amount equal to the average of the performance bonus payments received by the Executive for the three most recent Fiscal Years (or such fewer number of fiscal years during which Executive was employed)), multiplied by the product of the number of days during the Performance Period that Executive was employed, divided by 365 ("Severance Benefits"). The Severance Benefits shall be payable in a lump sum on the first payroll date after the satisfaction of the conditions set forth in Section 4 below. All withholding taxes and other deductions that the Company is required by law to make from wage payments to employees will be made from such severance payments. If Executive's employment terminates as a result of death or disability, such termination shall not be considered a termination without "Cause" that will entitle Executive to any severance payment.

(b) If Executive makes an election to continue Executive's coverage under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), during the period beginning on the Termination Date and ending on the earlier of (i) the twelve month anniversary of the Termination Date or (ii) the date upon which Executive becomes eligible for comparable coverage under another employer's group health plans, Executive shall continue to pay premiums with respect to such coverage to the same extent that Executive was paying such premiums immediately prior to such termination. Such period shall run concurrently with the period of Executive's rights under COBRA.

(c) If the Company relocates Executive's position to a locale beyond a 50 mile radius from the Company's headquarters at 12400 High Bluff Drive, Suite 100, San Diego, California 92130, it shall be considered a termination of Executive without "Cause," entitling Executive to resign and receive the Severance Benefits.

Notwithstanding the following, in order to be eligible to receive the Severance Benefits under this subsection 2(c), (i) Executive shall provide notice to the Company no more than 90 days after the occurrence of such relocation, (ii) such notice states the grounds for such voluntary resignation and an effective date no earlier than 30 days after it is given, and (iii) the Company has 30 days from the giving of such notice within which to cure and, in the event of such cure, such notice shall be of no further force or effect.

(d) In the event a termination without "Cause" occurs within one year after a "Change in Control," in lieu of the Severance Benefits payable under subsection 2(a) or (c), as the case may be, Executive shall be entitled to receive a lump sum equal to two (2) times the sum of Executive's twelve (12) months base salary at the rate in effect on the Termination Date plus the Average Bonus. Such amount shall be payable on the first payroll date after the satisfaction of the conditions set forth in Section 4 below.

(e) For purposes of this Agreement, the following terms are defined as follows:

(i) "Cause" for termination of Executive shall mean (A) Executive's failure to perform in any material respect his or her duties as an employee of the Company, (B) violation of the Company's Code of Business Conduct and Ethics, Code of Ethics for Senior Financial Officers and Principal Executive Officer, and/or Securities Trading Policy, (C) the engaging by Executive in willful misconduct or gross negligence which is injurious to the Company or any of its affiliates, monetarily or otherwise, (D) the commission by Executive of an act of fraud or embezzlement against the Company or any of its affiliates, or (E) the conviction of Executive of a crime which constitutes a felony or any lesser crime that involves Company property or a pleading of guilty or nolo contendere with respect to a crime which constitutes a felony or any lesser crime that involves Company property.

(ii) "Change in Control" shall be deemed to occur upon:

(A) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a majority of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors;

(B) the dissolution or liquidation of the Company;

(C) the sale of all or substantially all of the business or assets of the Company; or

(D) the consummation of a merger, consolidation or similar form of corporate transaction involving the Company that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), if immediately following such Business Combination: (x) a Person is or becomes the beneficial owner, directly or indirectly, of a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), or (y) the Company's shareholders cease to beneficially own, directly or indirectly, in substantially the same proportion as they owned the then outstanding voting securities immediately prior to the Business Combination, a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation). "Surviving Corporation" shall mean the corporation resulting from a Business Combination, and "Parent Corporation" shall mean the ultimate parent corporation that directly or indirectly has beneficial ownership of a majority of the combined voting power of the then outstanding voting securities of the Surviving Corporation entitled to vote generally in the election of directors.

### 3. No Other Payments.

Executive understands and agrees that the payments and benefits described above are in lieu of, and discharge, any obligations of the Company to Executive for compensation, incentive or performance payments, or any other expectation or form of remuneration or benefit to which Executive may be entitled, including severance benefits under any Company plan or program, except for: (i) any unpaid wages due for work performed during any pay period(s) prior to the Termination Date; (ii) any unused vacation which is duly recorded on the Company's payroll records as of the Termination Date; (iii) the continuation of Executive's coverage under the Company's group health plans pursuant to COBRA, and (iv) any amounts payable to Executive under any retirement or savings plan of the Company in accordance with the terms of any such plan as in effect on the Termination Date.

#### 4. Severance Benefits Conditioned Upon Release.

Executive acknowledges and understands that Executive's eligibility for severance pay and other benefits hereunder is contingent upon Executive's execution and acceptance of the terms and conditions of, and the effectiveness of the Company's standard Covenant and General Release of All Claims (the "Release") as in effect on the Termination Date. The Company's standard Release may be modified from time to time in the Company's discretion as it deems appropriate. If Executive fails to execute a Release within twenty-one (21) days of receipt of such Release (or if Executive revokes such Release in a manner permitted by law or the applicable Release), then Executive shall not be entitled to any severance payments or other benefits to which Executive would otherwise be entitled under this Agreement.

#### 5. Section 409A.

Anything in this Agreement to the contrary notwithstanding, if at the time of Executive's separation from service, the Company determines Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Internal Revenue Code of 1986, as amended (the "Code"), and if any payment that Executive becomes entitled to under this Agreement would be considered deferred compensation subject to interest and additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, then no such payment shall be payable prior to the date that is the earlier of (1) six months and one day after Executive's separation from service, or (2) Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. The Company makes no representation or warranty and shall have no liability to Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

(6) Additional Limitation.

(a) Anything in this Agreement to the contrary notwithstanding, in the event that any compensation, payment or distribution by the Company to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Severance Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, the following provisions shall apply:

(i) If the Severance Payments, reduced by the sum of (A) the Excise Tax and (B) the total of the Federal, state, and local income and employment taxes payable by Executive on the amount of the Severance Payments which are in excess of the Threshold Amount, are greater than or equal to the Threshold Amount, Executive shall be entitled to the full benefits payable under this Agreement.

(ii) If the Threshold Amount is less than (A) the Severance Payments, but greater than (B) the Severance Payments reduced by the sum of (1) the Excise Tax and (2) the total of the Federal, state, and local income and employment taxes on the amount of the Severance Payments which are in excess of the Threshold Amount, then the benefits payable under this Agreement shall be reduced (but not below zero) to the extent necessary so that the sum of all Severance Payments shall not exceed the Threshold Amount.

(b) For the purposes of this Section 6, "Threshold Amount" shall mean three times Executive's "base amount" within the meaning of Section 280G(b)(3) of the Code and the regulations promulgated thereunder less one dollar (\$1.00); and "Excise Tax" shall mean the excise tax imposed by Section 4999 of the Code, and any interest or penalties incurred by Executive with respect to such excise tax.

(c) The determination as to which of the alternative provisions of Section 6(a) shall apply to Executive shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Termination Date, if applicable, or at such earlier time as is reasonably requested by the Company or Executive. For purposes of determining which of the alternative provisions of Section 6(a) shall apply, Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in the state and locality of the Executive's residence on the Date of Termination, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes. Any determination by the Accounting Firm shall be binding upon the Company and Executive.

7. Term of Agreement.

Except for the provisions set forth in Paragraph 1 above relating to Executive's at will employment, the provisions of the Agreement including Executive's entitlement to Severance Benefits as described herein apply only to Executive's employment by the Company in the position of Chief Financial Officer. In the event Executive is offered and accepts a change in position (employment with the Company in a position other than Chief Financial Officer), this Agreement and Executive's entitlement to Severance Benefits hereunder automatically terminate.

8. Miscellaneous Provisions.

(a) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and may be amended, modified or changed only by a written instrument executed by Executive and the Company. No provision of this Agreement may be waived except by a writing executed and delivered by the party sought to be charged. Executive acknowledges that this Agreement replaces any prior severance agreement entered into by and between the Company and Executive.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflict of laws.

(b) All notices and other communications hereunder shall be in writing; shall be delivered by hand delivery to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid; shall be deemed delivered upon actual receipt; and shall be addressed as follows:

If to the Company:

AMN Healthcare  
12400 High Bluff Drive, Suite 100  
San Diego, California 92130  
Attention: General Counsel

If to Executive:

Brian M. Scott  
2542 Caminito Muirfield  
La Jolla, California 92067

or to such other address as either party shall have furnished to the other in writing in accordance herewith.

(c) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

AMN HEALTHCARE, INC.

By: \_\_\_\_\_  
Name: Susan R. Salka  
Title: CEO and President

By: \_\_\_\_\_  
Name: Brian M. Scott  
Title: "Executive"