
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

Current Report

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

Date of Report (Date of earliest event reported): 02/12/2008

AMN HEALTHCARE SERVICES , INC.

(Exact name of registrant as specified in its charter)

Commission File Number: 001-16753

Delaware
(State or other jurisdiction of
incorporation)

06-1500476
(IRS Employer
Identification No.)

12400 High Bluff Drive, Suite 100 San Diego California, 92130
(Address of principal executive offices, including zip code)

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

Not Applicable
(Former name or former address, if changed since last report)

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))
-

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

On February 6, 2008, our Board of Directors unanimously voted to increase the Board to eight members and to appoint Ms. Hala Moddelmog to fill the new directorship, effective February 7, 2008, until her successor is duly elected and qualified, or until she resigns, is removed, or becomes disqualified.

Ms. Moddelmog has been president and chief executive officer of the Susan G. Komen for the Cure since September 2006. Prior to that, she served as founder and CEO of Catalytic Ventures, a private equity firm that consulted and invested in the food service industry. From 1995 to 2004, she was the President of Church's Chicken, a division of AFC Enterprises. She also held executive management and marketing positions at Church's Chicken, Arby's Franchise Association and BellSouth.

As a new, non-employee director, Ms. Moddelmog received 940 restricted stock units (RSUs) and 809 stock appreciation rights (SARs), to purchase shares of the Company's stock at an exercise price of \$14.95, the fair market value, based on the average price on February 6, 2008; and will receive an annual retainer of \$50,000. The press release announcing Ms. Moddelmog's appointment is attached hereto as Exhibit 99.1.

Effective February 6, 2008, we entered into new severance agreements with Chief Financial Officer, Chief Accounting Officer and Treasurer David C. Dreyer; President, Nurse Staffing Ralph Henderson; and Senior Vice President, General Counsel and Secretary Denise L. Jackson; and an amendment to Chief Executive Officer and President Susan R. Nowakowski's employment agreement.

The severance agreements replace the executives' prior agreements and calculate the bonus component of each officer's severance payment based on the average of each officer's bonuses for the three most recent fiscal years ("average bonus"), rather than the termination year's target bonus; and enhance the severance payment to the officers in the event of an involuntary termination within one year of a "change in control" (as defined in the agreements) to two times the sum of the officer's annual salary, plus the average bonus.

Ms. Nowakowski's employment agreement was amended to calculate the bonus component of her severance payment based on the average bonus, rather than the termination year's target bonus as used in the original agreement, and to increase her salary and bonus in the event of a "change in control" from twice the target bonus to three times her salary and average bonus.

Item 9.01 Financial Statements and Exhibits.
(d) Exhibits

10.1 Executive Severance Agreement, dated as of February 6, 2008, between AMN Healthcare, Inc. and David C. Dreyer (Management Contract or Compensatory Plan or Arrangement).

10.2 Executive Severance Agreement, dated as of February 6, 2008 between AMN Healthcare, Inc. and Ralph Henderson (Management Contract or Compensatory Plan or Arrangement).

10.3 Executive Severance Agreement, dated as of February 6, 2008, between AMN Healthcare, Inc. and Denise L. Jackson (Management Contract or Compensatory Plan or Arrangement).

10.4 First Amendment to Employment Agreement, dated as of February 6, 2008, between AMN Healthcare, Inc. and Susan R. Nowakowski (Management Contract or Compensatory Plan or Arrangement).

10.5 Employment Agreement, dated as of February 6, 2008, between AMN Healthcare, Inc. and Susan R. Nowakowski (incorporated by reference to the exhibits filed with the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2005).

99.1 Press Release issued by the Company on February 12, 2008.

Signature(s)

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: February 12, 2008

By: /s/ Susan R. Nowakowski

Susan R. Nowakowski
President and Chief Executive Officer

Exhibit Index

Exhibit No.	Description
EX-10.1-3	Executive Severance Agreement
EX-10.4	First Amendment to Employment Agreement
EX-99.1	Press Release

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT (the "Agreement"), dated February ____, 2008, between AMN Healthcare, Inc. (the "Company") and _____ ("Executive").

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 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:

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.

7 Effective Date.

If this Agreement is entered into in 2008 and replaces a Severance Agreement in effect between the Company and Executive, the change in form of Severance Benefits from installments to a lump sum in Section 2(a) hereof shall become effective only with respect to a Termination Date that occurs after December 31, 2008, and the revisions to Section 2(c) shall become effective only on January 1, 2009.

Date: February ____, 2008 AMN HEALTHCARE, INC.

By: ____

Name: Susan R. Nowakowski

Title: CEO and President

Date: February ____, 2008 By: _

Name:

Title: "Executive"

**FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT**

The Employment Agreement effective May 4, 2005 by and between AMN Healthcare Services, Inc., a Delaware corporation (the "Company"), and Susan R. Nowakowski, an individual (the "Executive"), is hereby amended as follows:

1. Subsection 6(a) is hereby amended by deleting the second sentence thereof and substituting therefor the following:

"In addition, the Executive or her estate, as the case may be, shall be entitled to receive an amount equal to the average of the Bonuses received by the Executive for the three most recent Fiscal Years ('Average Bonus')."

2. Effective January 1, 2009, Subsection 6(b)(i) is hereby amended by deleting the third sentence thereof and substituting therefor the following:

"The Salary Severance Benefit and the Bonus Severance Benefit shall be payable in a lump sum not later than thirty (30) days following the Executive's termination of employment."

3. Subsection 6(b)(i) is further amended by deleting the last sentence thereof.

4. Subsection 6(b)(ii)(3) is hereby amended by deleting said subsection in its entirety and substituting therefor the following:

"(3) 'Bonus Severance Benefit' shall mean an amount equal to two (2) times the Average Bonus."

5. Subsection 6(b)(iii) is hereby amended by deleting the first sentence thereof and substituting therefor the following:

"Notwithstanding anything to the contrary in this Agreement, if the Executive's employment is terminated pursuant to subsection 5(d) or 5(e) hereof within one year following a Change in Control (as defined below), in lieu of receiving the amounts set forth in the second sentence of subsection 6(b)(i) hereof, the Executive shall receive a lump sum payment, payable as soon as reasonably practicable following the date of such termination, in an amount equal to the sum of (A) the Salary Severance Benefit, (B) three (3) times the Average Bonus, and (C) the amount of any unreimbursed business expenses properly incurred by the Executive in accordance with Company policy prior to the date of the Executive's termination of employment."

6. Subsection 6(b)(iii) is further amended by deleting the final sentence thereof and substituting therefor the following:

"For purposes of this Section 6(b)(iii), a "Change in Control" shall be deemed to occur upon:

(1) 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;

(2) the dissolution or liquidation of the Company;

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

(4) 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."

7. Subsection 6(e) is hereby amended by adding the following sentence at the end thereof:

"Such release must be executed no later than ten (10) days after the Executive's termination of employment and not be revoked during the seven-day revocation period."

8. Section 6 is further amended by adding the following subsection 6(f) at the end thereof:

"(f) Section 409A.

(i) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the 'Code'), the Company determines that the Executive is a 'specified employee' within the meaning of Section 409A(a)(2)(B)(i) of the Code, and if any payment or benefit that the Executive becomes entitled to under this Agreement would be considered deferred compensation subject to interest, penalties 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 or benefit shall be provided prior to the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the 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.

(ii) If the provision of disability and life insurance coverage to the Executive post-termination of employment is considered deferred compensation subject to Section 409A of the Code, then the Executive shall also pay the Company's portion of the life insurance and disability insurance premiums during the six-month period following the Executive's separation from service, for which the Executive shall be reimbursed on an after-tax basis on the first day of the seventh month following the Executive's separation from service.

(iii) The Company makes no representation or warranty and shall have no liability to the 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."

9. Subsection 7(b) is hereby amended by deleting the fourth sentence thereof and substituting therefor the following:

"If the Accounting Firm determines that any Excise Tax is payable by the Company, the Company shall pay the required Gross-Up Payment to the tax authorities as withholding taxes on behalf of the Executive at such time or times when each Excise Tax payment is due."

10. Subsection 7(d) is hereby amended by deleting the last sentence thereof.

11. Except as otherwise provided in Section 2 hereof, this First Amendment is effective upon execution.

12. Except as amended herein, the Employment Agreement is confirmed in all other respects.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment this 6th day of February, 2008.

AMN HEALTHCARE SERVICES, INC.

By: /s/ David C. Dreyer

Name: David C. Dreyer

Title: Chief Financial Officer, Chief Accounting
Officer and Treasurer

/s/ Susan R. Nowakowski

Susan R. Nowakowski

Contact:

David C. Dreyer,
 Chief Financial Officer
 Christopher Schwartz,
 Vice President, Financial
 Reporting and Investor
 Relations
 866.861.3229

FOR IMMEDIATE RELEASE

**AMN HEALTHCARE APPOINTS HALA MODELMOG
 TO ITS BOARD OF DIRECTORS**

SAN DIEGO - February 11, 2008 - AMN Healthcare Services, Inc. (NYSE: AHS), the nation's largest healthcare staffing company, announced today that Hala Modellmog, President and Chief Executive Officer of Susan G. Komen for the Cure, has joined the company's Board of Directors.

"Hala brings valuable experience to AMN Healthcare's Board of Directors through her leadership in the global breast cancer movement and, previously, as a strong president and strategic leader of a successful division within a publicly traded company," said Susan R. Nowakowski, President and Chief Executive Officer of AMN Healthcare. "Hala's experience building leading brands, combined with her ability to positively influence the direction of healthcare policy as CEO of Susan G. Komen for the Cure, the world's largest breast cancer organization, will add a valuable dimension to AMN's Board."

"Quality healthcare is one of the most pressing issues facing our country today," said Ms. Modellmog. "AMN Healthcare delivers a crucial service to healthcare facilities and patients nationwide and I am looking forward to working with the company's directors and management team to achieve the company's long-term goals."

Ms. Modellmog has been President and Chief Executive Officer of Susan G. Komen for the Cure since September 2006. Prior to joining the Komen organization, she served as founder and CEO of Catalytic Ventures, a private equity firm that consulted and invested in the food service industry. From 1995 to 2004, she was the President of Church's Chicken, a division of AFC Enterprises, the first woman to lead a quick-service brand. She also held executive management and marketing positions at Church's Chicken, Arby's Franchise Association and BellSouth. Ms. Modellmog earned a bachelor's degree in English from Georgia Southern University and a master's degree in journalism and mass communications from the University of Georgia.

About AMN Healthcare

AMN Healthcare Services, Inc. is the largest temporary healthcare staffing company in the United States. The company is the largest nationwide provider of travel nurse staffing services, locum tenens staffing services (temporary physician staffing) and physician permanent placement services, and also a leading nationwide provider of allied healthcare staffing services. AMN Healthcare recruits healthcare professionals both nationally and internationally and places them on variable lengths of assignments and in permanent positions at acute-care hospitals, physician practice groups and other healthcare facilities throughout the United States. For more information, visit 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, 2006, its Quarterly Reports on Form 10-Q, and its Current Reports on Form 8-K. 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.

###