

**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 25, 2021



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**Cross Country Healthcare, Inc.**  
(Exact name of registrant as specified in its charter)

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

**0-33169**  
(Commission  
File Number)

**13-4066229**  
(I.R.S. Employer  
Identification No.)

**6551 Park of Commerce Boulevard, N.W., Boca Raton, Florida 33487**  
(Address of Principal Executive Office) (Zip Code)

**(561) 998-2232**  
(Registrant's telephone number, including area code)

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

**Securities registered pursuant to Section 12(b) of the Act:**

| <b>Title of each class</b>                 | <b>Trading Symbol</b> | <b>Name of each exchange on which registered</b> |
|--|-----------------------|--|
| Common stock, par value \$0.0001 per share | CCRN                  | The NASDAQ Stock Market LLC                      |

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## **ITEM 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.**

Effective January 25, 2021, John A. Martins became employed by Cross Country Healthcare, Inc. (“Cross Country” or the “Company”) as its Group President, Nurse and Allied.

Prior to joining Cross Country, Mr. Martins, 52, served as the SVP of Operations Strategy for Aya Healthcare, Inc. from November 2017 to January 2020. He also served as SVP, General Manager of AMN Healthcare Services, Inc. from January 2015 to October 2017, and as President, Onward Healthcare and in various other positions from February 2008 to January 2015.

Mr. Martins earned a Bachelor of Science from William Peterson University.

Mr. Martins has executed an offer letter with the Company which provides for an annual base salary of \$430,000 (the “Base Salary”). The Base Salary will be reviewed on an annual basis by the Company’s Compensation Committee, which will consider in its sole discretion whether to increase the Base Salary. Mr. Martins will be eligible to participate in the Company’s annual bonus plan with a target bonus of 75% of Base Salary, based on achieving performance goals to be established by the Compensation Committee. In addition, for each calendar year during the term, Mr. Martins will be eligible to participate in the Company’s long term incentive plan and receive awards valued at 75% of Base Salary. Such awards will be upon terms and conditions determined by the Compensation Committee. The Company also has agreed to reimburse Mr. Martins up to \$75,000 for certain expenses related to his relocation to the Company’s corporate headquarters in Boca Raton, Florida, which amounts are subject to repayment by Mr. Martins if his employment is terminated within one year of the Effective Date, and pay for temporary housing expenses for up to twelve months at a cost not to exceed \$3,500 per month. Mr. Martins is also eligible to participate in all other benefit plans and fringe benefit arrangements available to the Company’s senior executives.

If Mr. Martins’ employment is terminated by the Company without cause (as defined in the offer letter) or if Mr. Martins terminates his employment for good reason (as defined in the offer letter) he will be entitled to a severance payment equal to the sum of (i) any unpaid Base Salary through the date of termination; (ii) reimbursement for unreimbursed business expenses incurred through the termination date, (iii) payment of unused vacation and sick time in accordance with the Company’s policy; (iv) all other applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant pursuant to the terms and conditions of such plans; and continued payments of Base Salary in effect at the time of termination in accordance with the Company’s regular payroll practices for a period of twelve months following the date of termination (the “Severance Payments”), subject to his execution and non-revocation of a release of claims.

Mr. Martins will be entitled to participate in the Company’s Executive Severance Plan, as amended and restated as of May 28, 2019; provided, however, that if he is or becomes eligible to receive severance benefits under such plan, he will cease to be eligible for Severance Payments and the Company’s sole obligation will be to pay him the amounts and benefits provided in the Executive Severance Plan subject to the terms and conditions thereof.

The Company also entered into an agreement with Mr. Martins providing that during Mr. Martins’ employment and for a period of one year thereafter, he may not, among other things, compete with the Company in any jurisdiction in which the Company’s business is conducted nor may he intentionally interfere with the Company’s relationship with any of its suppliers, customers or employees.

The foregoing descriptions of the offer letter and restrictions agreement do not purport to be complete and are qualified in their entirety by reference to the offer letter and restrictions agreement that are attached as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K, respectively, and are incorporated herein by reference.

The press release issued by the Company on January 25, 2021 announcing Mr. Martins’ appointment is attached hereto as Exhibit 99.1 and incorporated herein by reference.

## **ITEM 8.01 Other Events.**

On January 25, 2021, the Company announced that Buffy S. White has been appointed as Group President, Workforce Solutions, and Stephen A. Saville has been appointed as Group President, Locums, Education and Corporate Development.

## **Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

|                      |   |
|----------------------|---|
| <a href="#">10.1</a> | <a href="#">Offer Letter by and between Cross Country Healthcare, Inc. and John Martins</a>         |
| <a href="#">10.2</a> | <a href="#">Employment Agreement by and between Cross Country Healthcare, Inc. and John Martins</a> |
| <a href="#">99.1</a> | <a href="#">Press Release issued by the Company on January 25, 2021</a>                             |
| 104                  | Cover Page Interactive Data File (embedded within the Inline XBRL document)                         |

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**SIGNATURE**

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.

**CROSS COUNTRY HEALTHCARE, INC.**

Dated: January 25, 2021

By: /s/ William J. Burns

William J. Burns

Executive Vice President and Chief Financial Officer



John Martins  
Del Mar, CA 92014

Dear John,

We are pleased to confirm our offer of employment as Group President, Nurse & Allied (the "Company"). You will report to Kevin C. Clark, Co-founder and CEO of the Company. Your start date will be February 1, 2021 or another date mutually agreed upon.

You will be compensated for all services rendered by you under this Agreement at the rate of \$430,000.00 per annum, payable in a manner that is consistent with the Company's payroll practices for executive employees. At least annually, the Company's Compensation Committee of the Board (the "Compensation Committee"), will review and consider in its sole discretion whether to increase the base salary payable to you hereunder. Your annual rate of base salary as determined herein from time to time, is hereinafter referred to as the "Base Salary." Applicable payroll deductions as required by State and Federal law will be withheld from your paycheck, along with any voluntary deductions that you authorize.

For each calendar year while employed by the Company, you will participate in the Company's short-term incentive bonus plan approved by the Company at opportunities levels to be defined by the Compensation Committee in its discretion, with a target annual bonus amount of 75% of your Base Salary ("STI Target Percentage").

For each calendar year while employed by the Company, you will participate in the Company's long-term incentive plan approved by the Company and receive awards thereunder on an annual basis with a target value of 75% of your Base Salary ("LTI Target Percentage"). Such award shall be upon terms and conditions determined at the discretion of the Compensation Committee.

Your compensation package will include benefits offered to Senior Executives of the Company and shall include, but not be limited to, the following:

- Medical, Vision, Dental, Life Insurance-basic and supplemental, eligible 1st of the month following your hire date
- Disability Insurance- short-term and long-term
- Tuition Assistance
- Vacation Time-20 days per year
- Sick Time-6 days per year
- Personal Time-3 days per year
- Holidays-eligible for all Company paid holidays following hire date

**Relocation Assistance:**

The Company will reimburse you for the costs of covered expenses related to your relocation, up to a maximum amount of \$75,000.00 (upon receipt of written invoices from third party vendors regarding the same) to be used for up to 3 trips for family regarding homes/schools, closing costs of current home, closing costs of new home, and moving company expense (the "Relocation Expenses"). If your total Relocation Expenses exceed \$75,000, then you agree to be responsible for any additional amounts.

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**Reimbursement of costs:**

If you are terminated for Cause (as defined below) or you elect to voluntarily terminate your employment with the Company within 365 days immediately following your start date, then within ninety (90) days of your termination date you agree to repay a pro rata portion to the Company of any Relocation Expenses paid to you or on your behalf, unless otherwise agreed upon by you and the Company. You will indicate your acknowledgment of this repayment when signing this offer letter.

**Temporary housing:**

The Company will pay for temporary housing expenses for up to twelve (12) months at a cost to the Company not to exceed \$3,500.00 per month. The Company will pay invoices directly for such temporary executive housing. You agree to work with Colin McDonald, SVP of HR, to assist you in securing temporary housing.

**Termination**

Your employment with the Company will terminate on the following terms and conditions: (a) automatically on the earlier of your voluntary resignation from employment without Good Reason (as defined below) or the date of your death; (b) upon notice from the Company if you are unable to perform your duties hereunder for 120 days (whether or not continuous) during any period of 180 consecutive days by reason of physical or mental disability. The disability will be deemed to have occurred on the 120th day of your absence or lack of adequate performance; or (c) upon the Company sending you written notice terminating your employment hereunder for Cause (as defined below). Upon a termination of your employment pursuant to this paragraph, the Company's sole obligation to you will be to pay you the Accrued Amounts (as defined below).

Upon a termination of your employment by the Company or any of its affiliates without Cause (as defined below) or your resignation for Good Reason (as defined below), the Company's sole obligation to you will be to pay or provide to you (1) any unpaid Base Salary through the date of termination payable in accordance with the Company's regular payroll practices; (2) reimbursement for any unreimbursed business expenses incurred through the date of termination paid in the next payroll immediately following the date of termination; (3) payment for any accrued but unused vacation and sick time in accordance with Company policy, payable within thirty (30) days following the termination of your employment; (4) all other applicable compensation arrangement or benefit, equity, or fringe benefit plan or program or grant pursuant to the terms and conditions of such plans (collectively, the "Accrued Amounts") and (5) continued payments of the Base Salary in effect at the time of the termination in accordance with the Company's regular payroll practices for a period of twelve (12) months following the date of termination (the "Severance Payments"). Notwithstanding anything herein to the contrary, the Severance Payments will only be payable to you if within 60 days following the date of termination you execute and deliver to the Company a fully effective and irrevocable release of claims against the Company and related parties, which the Company will provide to you within 7 days following the date of termination.

Notwithstanding the foregoing, if you are or become eligible for severance benefits under the Company's Executive Severance Plan Amended and Restated as of May 28, 2010 (as in effect on the Effective Date, as thereafter amended, or any similar plan or arrangement adopted by the Company in replacement thereof, the "Executive Severance Plan") you will cease to be eligible for the Severance Payments described herein and the Company's sole obligation will be to pay you the amounts and provide you with the benefits provided in the Executive Severance Plan subject to the terms and conditions thereof.

"Cause" means (i) an act or acts of fraud or dishonesty by you which results in the personal enrichment of you or another person or entity at the expense of the Company; (ii) your pleading of guilty or *nolo contendere* to, or conviction of (x) any felony (other than third degree vehicular infractions), or (y) of any other crime or offense involving misuse or misappropriation of money or other property; (iii) your knowing, intentional and material breach of the Company's Code of Conduct for Senior Officers; or (iv) your gross negligence or willful misconduct with respect to your duties or gross misfeasance of office that results in material harm to the Company.

"Good Reason" means, if without your written consent, any of the following events occur that are not cured by the Company within 30 days after you have given the Company written notice specifying the occurrence of such Good

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Reason event, which notice must be given by you to the Company within 90 days after your becoming aware of the occurrence of the Good Reason event: (i) a material diminution in your then authority, duties or responsibilities or assignment of duties and responsibilities that are inconsistent with your status, title or position; (ii) a diminution in your Base Salary, STI Target Percentage or LTI Target Percentage (iii) a relocation of your principal business location to a location more than 50 miles outside of Boca Raton, Florida; or (iv) any material breach of this Agreement by the Company. Your resignation hereunder for Good Reason will not occur later than 180 days following the initial date on which the event you claim constitutes Good Reason occurred.

This offer letter constitutes the full and complete understanding of the parties with respect to the Severance Payments.

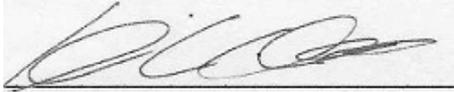
**Change of Control Severance:**

Upon signing a Participation Agreement, you will be entitled to participate in the Company's Executive Severance Agreement Amended and Restated as of May 28, 2010 pursuant to which you will be entitled to receive a 1-year payout and other benefits upon a change of control (pursuant to the terms and conditions in the Executive Severance Agreement).

This offer of employment is contingent upon satisfactory references, verification of your eligibility to work in the United States, background screen, pre-employment drug testing and the signing of a "Non-Disclosure and Non- Competition Agreement." This is at-will employment, and you have the right to terminate the employment at any time as does the Company. By signing this offer letter, you hereby confirm that you are not contractually bound or restricted by nor will you be in violation of any agreements or arrangements that would prohibit you from being employed or performing as Group President, Nurse and Allied.

John, on behalf of the Company, we wish to convey our enthusiasm in inviting you to join us as a member of the team. We are confident that you will find your employment to be a rewarding opportunity and one which will contribute to your growth as well as that of the Company

Sincerely,



Kevin C. Clark, Co-founder & CEO

I acknowledge and understand the terms of this offer letter:



JOHN MARTINS

Date: January 20, 2021

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made by and between Cross Country Healthcare, Inc., a Delaware corporation (the "Company"), and John Martins, Group President, Nurse and Allied.

### RECITALS

WHEREAS, Company and its affiliates, are engaged on a nationwide basis in the business of recruiting and placing healthcare personnel, including without limitation, nurses, physicians, educators, technologists and therapists ("Healthcare Personnel") in positions with healthcare institutions, healthcare related businesses and businesses with healthcare positions (collectively, "Healthcare Organizations") on a local, regional and nationwide basis for per diem, contract-to-hire, direct hire and travel opportunities for both short and long-term assignments (including, without limitation labor disruption and rapid response), and providing a full suite of healthcare workforce solutions and technology to Healthcare Organizations (the "Company's Healthcare Staffing Business"); and

WHEREAS, the parties desire to define the duties and responsibilities of each of the parties hereto, and Company desires to employ Employee only upon the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1.0 Exclusive Employment; Duties; Compensation Company hereby agrees to employ Employee in its business pursuant to the terms and conditions set forth herein and Employee agrees to devote Employee's exclusive time, attention and skill to the business of Company. Employee agrees not to accept other employment that would conflict with the performance of the duties prescribed by Company during the term of this Agreement, except with the written consent of Company. Company may, from time to time, direct that Employee perform work for others, such work being performed, however, as an employee of Company. Employee's compensation hereunder shall be determined from time to time by Company. Employee shall be entitled to participate in only those employee benefit plans and other benefits and incentives as Company shall determine in its sole discretion, consistent with the terms of the plans at issue. In Company's sole discretion, bonuses, deferred compensation plans health insurance and other benefit plans may be instituted from time to time. Employee can have no expectations regarding such plans or their continuation. All of such plans may be instituted, ended, and discontinued at any time at Company's sole discretion without Employee's consent. Company and Employee agree that all of Employee's obligations set forth in this Agreement, including without limitation post-employment obligations, will remain in effect regardless of any future changes in Employee's job title, duties, compensation or benefits.

2.0 Manner of Performance of Employee's Duties Employee shall at all times fairly, industriously and to the best of Employee's ability, experience and talent perform all duties that may be required of and from Employee pursuant to the terms hereof. Such duties shall be rendered at such places as Company shall in good faith require or as the interests, needs, business and opportunities of Company shall require or make advisable.

3.0 Restrictions on Employee Authority/Use of Company Name Employee shall not have any authority to make, enter into or agree to make or enter into any contracts, commitments or obligations on behalf of Company without Company's prior written consent. The provisions of this Section shall survive termination of either Employee's employment or this Agreement for any reason.

4.0 Assignment of Certain Rights In consideration of employment and other benefits of value, Employee, on Employee's behalf and on behalf of Employee's heirs and representatives, agrees to assign and transfer and hereby assigns and transfers to Company, its Affiliates, successors and assigns, as applicable, all of Employee's right, title and interest in and to any and all inventions, discoveries, developments, improvements, techniques, designs, data, processes, procedures, systems and all other work products, whether tangible or intangible, that Employee, either solely or jointly with others, has conceived, made, acquired, suggested, reduced to practice, or otherwise created during employment with Company, and which relate in any manner to any of the business, services or products, techniques, processes or procedures, products, designs, data or systems of Company and/or any of its Affiliates. Employee further agrees that, upon the termination of the employment of Employee for any reason, to immediately return any of the foregoing and any information or copies of information relating to any of the foregoing to Company. Employee acknowledges that this Agreement does not require Employee to assign or offer to assign to Company any invention that Employee developed entirely on Employee's own time without using Company's equipment, supplies, facilities or trade secret information except for those inventions that: (i) relate directly to the business of Company; (ii) relate to Company's actual or demonstrably anticipated research or development; or (iii) result from any work performed by Employee for Company.

5.0 Financial or Other Interest Company shall be entitled to all benefits and profits arising from or incident to any and all work, services and advice of Employee while employed by Company. Employee agrees that, while employed by Company, Employee will not have a direct or indirect financial or other interest in a privately-owned organization, or a direct or indirect substantial financial or other interest in a publicly-owned organization, either of which is a current or potential supplier of goods or services, a customer or client, or a competitor of Company and/or any of its affiliates, unless the circumstances are fully disclosed in writing to a director of Company and written approval is obtained from such director. A "substantial" interest in a publicly-owned organization means an ownership interest having a market value of \$100,000 or more, or a one percent or greater ownership interest in such organization, whichever is less.

6.0 Gifts and Entertainment Employee agrees that while, employed by Company, Employee will not accept, directly or indirectly, any loan, gift, gratuity, favor or entertainment of more than nominal value from any persons with whom Company has an existing or a potential relationship as a supplier of goods or services, a customer or competitor. If Employee is offered anything with a value of more than \$200, Employee must immediately report such offer to Employee's immediate supervisor.

7.0 Use of Company Property Employee agrees that, while employed by Company, Employee shall (i) protect and conserve Company property including equipment, supplies and any other property entrusted to Employee and (ii) not directly or indirectly, use, or allow the use of, Company property of any kind (including property leased to Company, for other than Company activities, except with the authorization of a director of Company.

8.0 Sensitive Payments Employee agrees that, while employed by Company, Employee will not, for any purpose, accept any kickback or payment of cash or other consideration which may be deemed to be illegal or improper.

9.0 Financial and Other Books and Records If Employee is responsible for the completeness and correctness of financial and other books and records, Employee is required to enter the assets, liabilities, payments and disbursements on such books in accordance with generally accepted accounting principles, as well as with the established practices and policies of Company, and in a manner that will reflect the nature and purpose as well as the amount thereof. In this connection, Employee shall not bypass established internal control procedures, or make any false or artificial entries in the books and records for any reason, and Employee shall not participate in any procedures that result in such prohibited actions.

10.0 At Will Employment Employee is an employee at will and may be terminated by Company, at its sole discretion, at any time, without notice or cause. Similarly, Employee may choose to end employment with the Company at any time, without notice or cause.

11.0 Confidential Information and Company Property

11.1 Employee acknowledges that Company and its parents, subsidiaries, divisions and affiliates, as well as majority-owned companies of such parents, subsidiaries, divisions and affiliates, and their respective successors (hereinafter collectively, the "Company") possess certain Confidential Information which has been and will be revealed to or learned by Employee during Employee's employment with Company. Employee acknowledges that the term "Confidential Information" includes all information that has or could have commercial value or other utility in Company's Business, or the unauthorized disclosure of which could be detrimental to Company's interests, whether or to such information is specifically identified as Confidential Information by Company.

11.2 Confidential Information includes any and all information, whether or not meeting the legal definition of a trade secret, containing and/or concerning: (a) Company's business plans, strategic plans, forecasts, budgets, sales, projections and costs; (b) Company's personnel and payroll records and employee lists; (c) candidates, consultants, contractors, including lists, resumes, preferences, transaction histories and rates; (d) Company's customers and prospective customers, including their identity, the identities of their employees, contractors and consultants, special needs, job orders, preferences, transaction histories, contacts, characteristics, agreements and prices; (e) marketing activities, plans, promotions, operations and research and development; (f) business operations, internal organizational structure and financial affairs; (g) pricing structure; (h) proposed services and products; (i) contracts with customers; and (j) Company customer history. Confidential Information does not include information that can be shown by documented evidence to have become widely known to the public. Notwithstanding anything to the contrary in this Agreement, however, Confidential Information eludes any and all information that Company is obligated to maintain as confidential or that Company may receive or has received from others with any understanding, express or implied, that it will not be disclosed.

11.3 During the term of Employee's employment with Company and thereafter, Employee will not, directly or indirectly, use or disclose to anyone, or authorize disclosure or use of, any of the Confidential Information revealed to or learned by Employee, unless such use or disclosure is both consistent with Company's obligations and for the sole purpose of carrying out Employee's, ties to Company. Employee understands and agrees that this restriction will continue to apply after Employee's employment with Company terminates, regardless of the reason for such termination. Employee agrees to comply with all policies and procedures of Company for protecting Confidential Information. Where required by state law to be enforceable, the forgoing nondisclosure provision is limited to two years for confidential information that does not rise to the level of a trade secret.

11.4 Employee acknowledges that protecting and safeguarding Confidential Information is essential to Company's Business. Employee agrees that Employee will not make any copies of Confidential Information, or other Company property except as expressly authorized by Company. Employee agrees that upon termination of employment, Employee will immediately return to Company any and all Company property and documents and other media containing Confidential Information (and all copies thereof) in Employee's possession, custody or control. Company's property includes but is not limited to any and all documents, instruments, records and databases, recorded or stored on any medium whatsoever, relating or pertaining, directly or indirectly, to the business of Company, including without limitation any and all documents (and copies) containing or relating to Company's Confidential Information. Employee acknowledges that this material is solely the property of Company.

## 12.0 Employee Responsibilities and Restrictive Covenants

12.1 During the term of Employee's employment with Company, Employee agrees: (a) to devote Employee's best efforts and entire business time and attention to Company's business; and (b) that Employee will not, directly or indirectly (i) operate, engage in, assist, be employed by, or have any interest in any business activity of or for the benefit of any person or entity other than Company or (ii) have any ownership interest in any business activity that engages in or is planning to engage in Company's Business, that does business with Company, or whose ownership would otherwise create a conflict of interest, except as otherwise approved in writing by Company, which approval Company may in its absolute discretion withhold.

12.2 Employee agrees that, for a period of twelve (12) months after the termination of Employee's employment, Employee will not, directly or indirectly: (a) compete with Company's Business or otherwise own, maintain, operate, engage in, assist, be employed by, or have any interest in any business engaging in or planning or preparing to be engaged in Company's Business, within a fifty

(50) mile radius of any office of Company (i) as to which Employee was assigned or (ii) over which Employee had supervisory, managerial or administrative responsibilities during the last twelve (12) months of his/her employment with Company; or (b) accept employment with a Company customer to whom Employee provided any services on behalf of Company during the last twelve (12) months of his/her employment with Company. The foregoing provision shall be limited to situations where Employee is performing services of the type performed by Employee during the last twelve (12) months of employment with Company and/or serving in a position where Employee might use or share Confidential Information.

12.3 Employee agrees that, during the term of Employee's employment with Company, and for a period of twelve (12) months following the termination of Employee's employment, Employee will not, directly or indirectly

(a) (i) solicit, seek to employ, or seek to retain the services of any person who is at that time or was within the previous twelve (12) months providing services to Company as an employee or independent contractor, or (ii) persuade, induce or attempt to persuade or induce person or independent contractor, or (ii) persuade, induce or attempt to persuade or induce person to leave his/her employment or to refrain from providing services to Company; or (i) solicit or seek to place any temporary employee or independent contractor candidate directly or indirectly placed by Employee or sought to be placed by Employee, or whose identity Employee learned while employed by Company, which placement is for or on behalf of any entity engaged in or seeking to be engaged in Company's Business, or (ii) persuade, induce or attempt to persuade or induce any such person to leave his/her temporary employment or to refrain from providing services to Company or its customers; or

(b) (i) solicit or seek to provide services to any customer directly or indirectly serviced by Employee or sought to be serviced by Employee, or whose identity Employee learn while employed by Company, which solicitation is for or on behalf of any entity engaged in or seeking to be engaged in Company's Business, or (ii) persuade, induce or attempt to persuade or induce any such entity to alter or reduce its use of services from Company.

12.4 Employee agrees that, for a period of twelve (12) months after the termination of Employee's employment, Employee will promptly inform Company in writing of any employment or other business affiliations that Employee has with any business or business entity offering or planning to offer a service or product in competition with Company. Such information will include, but not be limited to: (a) the name and address of the business or business entity with which Employee has such a relationship; and (b) the general nature of Employee's business-related activities. To the extent requested by Company, Employee agrees to provide such additional information as Company reasonably believes to be necessary for Company to ascertain whether Employee is complying with this Agreement. For purposes of this paragraph, a written letter or email to Company's Legal and/or Human Resource Department shall serve as proper notice.

12.5 Employee agrees that in the event Employee breaches this Section 12 during the twelve (12) month period following the termination of Employee's employment, this Agreement shall be extended automatically as follows: the duration of such extension shall equal the period of time between the date Employee began such violation and the date Employee permanently ceases such violation. An alleged breach of any other provision of this Agreement asserted by Employee shall not be a defense to claims arising from Company's enforcement of this Section 12.

12.6 Nothing in Section 12 will prohibit Employee from owning up to 5% or \$100,000, whichever is less, of any class of equity or debt securities of a competitor of the Company that are traded on a national securities exchange.

13.0 Company Access Employee agrees and consents that, during the term of Employee's employment with Company and thereafter, Company may review, audit, intercept, access and dis lose all messages created, received or sent over the voice mail, electronic mail and Internet access systems provided by Company, with or without notice to Employee, and that such review, audit, access, or disclosure may occur during or after work hours. Employee further consents and agrees that Company may, at any time, access and review the contents of all telephones and related systems, computers, computer disks, other data storage equipment and devices, files, desks, drawers, closets, cabinets and work stations which are either on Company's premises or which are owned or provided by Company. Employee further allows Company to use, without the necessity of securing additional permission, Employee's likeness for use in marketing materials, print materials, advertising and promotional materials and/or online advertising. Employee acknowledges that Employee should have no expectation of privacy in any of the electronic communications systems or work areas described in this paragraph.

#### 14.0 Employee Representations

14.1 Employee represents and warrants that: (a) this Agreement and Employee's employment by Company do not conflict with and will not be constrained by any prior business or employment relationship or contract; and (b) Employee will not at any time while an employee of Company, use, rely upon or otherwise refer to confidential information, trade secrets or other proprietary information belonging to another or arising out of any prior business or employment relationship or contract. Employee further agrees that Employee will not disclose any such trade secrets or other proprietary information belonging to third parties to Company or others. Employee agrees to hold Company harmless from any and all claims arising out of any agreements containing restrictive covenants limiting or potentially limiting Employee's ability to work for Company other than those agreements, if any, expressly listed in Attachment A. Employee agrees to reimburse Company for any and all losses, damages, claims, expenses and costs arising out of or relating to the defense by Company of any such suit commenced against Company, including attorneys' fees incurred by Company in connection with defending such a suit. Company shall be under no obligation to assist Employee in any such contract dispute with a prior Company, and in the event that Employee is enjoined or prohibited from working for Company, Company shall have no obligations to Employee.

14.2 Employee represents and warrants that if Employee's employment with Company were to terminate, Employee could earn a living while fully complying with all the terms of this Agreement and that the restrictions contained in this Agreement are reasonable and necessary to protect Company's legitimate interests in its Confidential Information, good will and customer relationships.

#### 15.0 Interpretations of Agreement

15.1 Wherever this Agreement contemplates that Employee will have an obligation or restriction at or after the term of Employee's employment with Company, Employee agrees that such obligation or restriction will exist without regard for which party to the Agreement terminates the employment relationship, and without regard for the reason (or lack thereof) for the termination of the employment relationship.

15.2 Company and Employee agree that this Agreement constitutes the entire understanding and agreement of Employee and Company with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between Company and Employee, including any such agreement entered into with any division or subsidiaries of Company or any predecessors of Company.

15.3 Company and Employee agree that if any provision of this Agreement, or part or application thereof, will for any reason and to any extent be invalid or unenforceable, such provision will be deemed severable and the remainder of this Agreement will remain valid and fully enforceable.

Company and Employee further consent and agree to a court modifying any restriction herein unenforceable so as to make it enforceable to protect Company's legitimate business interests.

unreasonable or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.4 The headings in this Agreement are included solely for convenience and will be given no effect in the construction of this Agreement.

15.5 The parties agree that this Agreement accurately reflects both parties' intent and understanding and should not be presumptively construed against either party in the event that there is any dispute over the meaning or intent of any provision.

#### 16.0 Enforcement of Agreement

16.1 If requested by Company, Employee agrees, at any time during the Employee's employment and thereafter, to reaffirm in writing the obligations imposed Employee's past compliance with, any or all of the provisions of this Agreement.

16.2 Employee acknowledges and agrees that the covenants contained in Sections 11 and 12 of this Agreement are necessary to protect the proprietary and related interests of Company, and that the limitations contained in these covenants are reasonable with respect to duration, geographical area and scope of activities, and do not impose a greater restraint than is necessary to protect the Confidential Information, goodwill, and other business interests of Company. Employee acknowledges and agrees that any breach of Section 11 or 12 of this Agreement will cause irreparable to Company, for which a remedy in the form of damages will not be adequate. Employee therefore agrees that Company will be entitled to temporary, preliminary and permanent injunctive relief against Employee, without having to post bond. This section will not limit any other legal or equitable remedies that Company may have against Employee for violations of these restrictions.

16.3 Company and Employee agree that this Agreement will be governed by the laws of the state in which Employee last regularly worked for Company, without giving effect to the conflict of laws provisions thereof.

#### 17.0 General

17.1 Company and Employee agree that this Agreement will be binding upon and inure to the benefit of Company, its successors and assigns, without the need for further agreement or consent by Employee.

17.2 Company and Employee agree that any term or provision of this Agreement may be amended or waived only by a writing signed by Employee and an officer of Company or by court order. The failure of either party to enforce any of the provisions in this Agreement will not be construed to be a waiver of the right of that party to enforce any such provision thereafter.

17.3 In consideration for Employee's obligations, Company agrees to extend an offer of at-will employment to Employee, or to continue Employee's at-will employment, as applicable. Employee's employment can be terminated with or without cause by Employee or Company at any time. Nothing contained in this Agreement will limit or otherwise alter the foregoing. Further consideration for this Agreement is provided by Company's disclosure of such Confidential Information to Employee as is necessary for the performance of Employee's duties.

17.4 Employee agrees that this Agreement is not confidential, and that Company may, during the term of Employee's employment with Company and thereafter, provide copies of this Agreement to others, including persons or entities that may employ, do business with, or consider employing or doing business with Employee in the future, along with an opinion regarding the enforceability of this Agreement.

17.5 By Employee's signature below, Employee acknowledges that Employee (a) has had sufficient opportunity to read each provision of this Agreement and understands each provision, (b) has had an opportunity to review the Agreement with legal counsel of Employee's choice, (c) is not under duress, and (d) is not relying on any representations or promises that are not set forth in the Agreement.

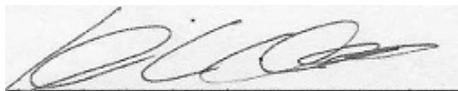
17.6 Employee further understands and agrees that his/her obligation under this Agreement will continue regardless of any changes in his/her title, position, duties, compensation or other terms and conditions of employment.

18. Enforcement

In the event Employee breaches or fails to honor any term of this Agreement, the parties agree that in the event Company is successful in whole or in part in any legal or equitable action to defend its right under or to enforce any terms of this Agreement, Company shall be entitled to payment of all costs, expenses, and reasonable attorney fees associated with such action, from Employee.

CROSS COUNTRY HEALTHCARE, INC.

EMPLOYEE



Name: Kevin C. Clark  
Title: Co-founder and CEO



Name: John Martins

## **Cross Country Healthcare Announces New Executive Leadership**

BOCA RATON, Fla.--(BUSINESS WIRE)--January 25, 2021--Cross Country Healthcare, Inc. (Nasdaq: CCRN), a leading provider of total talent management, including workforce solutions, contingent staffing, permanent placement and other consultative services for healthcare clients, announced that John A. Martins, 52, has joined the Company as Group President, Nurse and Allied, effective today.

Mr. Martins has over 15 years of experience in the healthcare staffing industry, including extensive knowledge of travel nurse and allied, per diem, locum tenens and education staffing services. John also has a keen understanding of developing and deploying digital innovation and technology. From 2008 to 2015, Mr. Martins served as the President of Onward Healthcare and in various other positions where he reported to Kevin C. Clark, the Co-founder and CEO of the Company. Upon the sale of Onward Healthcare to AMN Healthcare in January 2015, Mr. Martins became a SVP, General Manager of AMN where he was responsible for its per diem and its international staffing business through October 2017. Most recently, Mr. Martins served as SVP of Operations Strategy for Aya Healthcare, where he was responsible for Aya's operations strategy, and ran point on acquisition efforts.

Kevin C. Clark, Co-founder and CEO of the Company said, "John has been an industry leading executive for many years, is well known throughout the industry and has a proven track record for driving growth and profitable results. I am excited to work with him again – along with our entire team – to enter our next phase of growth and market leadership."

### **About Cross Country Healthcare**

Cross Country Healthcare, Inc. ("CCH") is a leader in providing total talent management, including strategic workforce solutions, contingent staffing, permanent placement, and other consultative services for healthcare customers. Leveraging our 35 years of industry expertise and insight, CCH solves complex labor-related challenges for customers, while providing high-quality outcomes and exceptional patient care. As a multi-year Best of Staffing® Award winner, CCH is committed to an exceptionally high level of service to both our clients and our healthcare professionals. CCH was the first publicly traded staffing firm to obtain The Joint Commission Certification, which it still holds with a Letter of Distinction.

Copies of this and other news releases, as well as additional information about Cross Country Healthcare, can be obtained online at [www.crosscountryhealthcare.com](http://www.crosscountryhealthcare.com). Shareholders and prospective investors can also register to automatically receive the Company's press releases, SEC filings and other notices by e-mail.

### **Contacts**

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