

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): March 16, 2026



CROSS COUNTRY HEALTHCARE INC

(Exact name of registrant as specified in its charter)

DE

(State or other jurisdiction
of incorporation)

000-33169

(Commission
File Number)

13-4066229

(IRS Employer
Identification No.)

5201 CONGRESS AVENUE, SUITE 160
BOCA RATON, Florida 0

(Address of principal executive offices, including zip code)

(561) 237-4152

(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 (see General Instruction A.2. below):

- 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))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common stock, par value \$0.0001 per share	CCRN	NASDAQ

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 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter):

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.

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

As previously disclosed, effective as of March 10, 2026, Phil Noe ceased to serve as the Chief Information Officer of Cross Country Healthcare, Inc. (the “Company”). In connection therewith, on March 16, 2026, Mr. Noe and the Company entered into (i) that certain Separation Agreement and General Release (the “Separation Agreement”) and (ii) that certain Independent Contractor Agreement (the “Consulting Agreement” and, together with the Separation Agreement, the “Noe Agreements”).

Pursuant to the Separation Agreement, in exchange for his waiver and release of any and all claims against the Company and related parties, Mr. Noe will be entitled to receive from the Company \$205,975 in severance payments (the “Severance”), which represents six months of salary at Mr. Noe’s current base rate of pay. Provided that Mr. Noe does not revoke such waiver and release within seven calendar days of his execution of the Separation Agreement, the Severance will be paid in equal installments in accordance with the Company’s normal bi-weekly payroll dates over the six-month period following the separation date.

Pursuant to the Consulting Agreement, during the term beginning March 11, 2026 and ending May 31, 2026 (the “Term”), Mr. Noe will provide certain consulting services to the Company with respect to the Company’s technology, telephones, and related infrastructure (the “Services”). During the Term, the Company will pay Mr. Noe \$198.04 per hour for the Services. The Consulting Agreement may be terminated prior to the expiration of the Term by written mutual agreement of the parties.

The foregoing summaries of the Noe Agreements do not purport to be complete and are qualified in their entireties by reference to the full text of the Separation Agreement and the Consulting Agreement, copies of which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, hereto and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit	Description
10.1	Separation Agreement and General Release, dated March 16, 2026, by and between Cross Country Healthcare, Inc. and Phil Noe
10.2	Independent Contractor Agreement, dated March 16, 2026, by and between Cross Country Healthcare, Inc. and Phil Noe
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: March 17, 2026

By: /s/ William J. Burns
William J. Burns
Executive Vice President & Chief Financial Officer

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the "Agreement") is entered into by and between **Cross Country Healthcare, Inc.** (referred to throughout this Agreement as "Employer") and **Phil Noe** ("Employee"). The term "Party" or "Parties" as used herein shall refer to Employer, Employee, or both, as may be appropriate.

1. **Last Day of Employment.** Employee's last day of employment with Employer is March 10, 2026 ("Separation Date").

2. **Consideration/Indemnification for Tax Consequences.** In consideration for signing this Agreement and General Release, complying with its terms, and provided Employee does not subsequently revoke this Agreement and General Release within the allotted time, Employer agrees to pay Employee TWO HUNDRED FIVE THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS (\$205,975.00), representing six (6) months of salary at Employee's base rate of pay, less lawful deductions. The Severance Payment will be made in equal installments at Employee's last regular base pay rate during Employer's normal bi-weekly payroll dates, until the severance amount has been paid in full. Severance payments will begin in the next regular payroll period following the Employer's receipt of this executed Separation Agreement, after the revocation period elapses.

3. **No Consideration Absent Execution of this Agreement.** Employee understands and agrees that Employee would not receive the monies and/or benefits specified in paragraph "2" above, except for Employee's execution of this Agreement and General Release and the fulfillment of the promises contained herein. Breach by Employee of any of his obligations under this Agreement will result in the cessation of any outstanding installment payments otherwise due from Employer and the cessation of such outstanding payments will not impact Employee's obligations or release of claims under this Agreement.

4. **General Release, Claims Not Released and Related Provisions.**

(a) **General Release of All Claims.** Employee, on Employee's own behalf and on behalf of Employee's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharges Employer, its direct and indirect parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, representatives, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as "Releasees"), of and from any and all claims, known and unknown, asserted or unasserted, which the Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 (“ERISA”);
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- Executive Order 11246;
- The Florida Civil Rights Act – Fla. Stat. § 760.01, et seq.;
- Florida’s Private-Sector Whistle-blower’s Act – Fla. Stat. § 448.101, et seq.;
- Florida’s Public-Sector Whistle-blower’s Act – Fla. Stat. § 112.3187, et seq.;
- Florida’s Statutory Provision Regarding Retaliation/Discrimination for Filing a Workers Compensation Claim – Fla. Stat. § 440.205;
- Florida’s Statutory Provision Regarding Wage Rate Discrimination Based on Sex – Fla. Stat. § 448.07;
- The Florida Equal Pay Act – Fla. Stat. § 725.07;
- The Florida Omnibus AIDS Act – Fla. Stat. § 760.50;
- Florida’s Statutory Provisions Regarding Employment Discrimination on the Basis of and Mandatory Screening or Testing for Sickle-Cell Trait – Fla. Stat. §§ 448.075, 448.076;
- Florida’s Wage Payment Laws, Fla. Stat. §§ 448.01, 448.08;
- Florida’s General Labor Regulations, Fla. Stat. ch. 448;
- Florida’s Domestic Violence Leave Act; Fla. Stat. § 741.313;
- Florida’s Preservation & Protection of Right to Keep & Bear Arms in Motor Vehicles Act; Fla. Stat. § 790.251
- The Rehabilitation Act;
- The Vietnam Era Veterans’ Readjustment Assistance Act;
- The Families First Coronavirus Response Act;
- Any other federal, state or local law, rule, regulation, or ordinance
- Any public policy, contract, tort, or common law; or
- Any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee’s own vested or accrued employee benefits under Employer’s qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers’ compensation and/or unemployment

compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; and (iv) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Employee from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (e.g., EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with or report unlawful conduct, or provide documents, to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. In addition, nothing in this Agreement, including but not limited to the release of claims nor the confidentiality clause, prohibit Employee from: (1) reporting possible violations of federal or other law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal or other law or regulations; or (3) filing a charge or complaint or otherwise fully participating in any governmental whistleblower programs, including but not limited to any such programs managed or administered by the U.S. Securities and Exchange Commission, the Commodity Futures Trading Commission and/or the Occupational Safety and Health Administration. Employee is not required to notify or obtain permission from Employer when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity. Moreover, nothing in this Agreement prohibits or prevents Employee from receiving individual monetary awards or other individual relief by virtue of participating in such governmental whistleblower programs.

(d) **Collective/Class Action Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Employer or any other Releasee identified in this Agreement is a party.

5. **Acknowledgments and Affirmations.**

(a) Employee confirms that prior to the execution of this Agreement, Employee has not revealed its terms to any third parties. Employee agrees not to disclose any information regarding the existence or substance of this Agreement, except to Employee's spouse, tax advisor, an attorney with whom Employee chooses to consult regarding Employee's consideration of this Agreement and/or to any federal, state or local government agency. Nothing in this Agreement has the purpose or effect of preventing Employee from making truthful disclosures about alleged Unlawful Employment Practices.

(b) Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against Employer. Nothing in this Agreement or these

Affirmations is intended to impair Employee's rights under whistleblower laws or cause Employee to disclose Employee's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(c) Employee also affirms that Employee has been paid and/or has received all compensation, wages, bonuses, commissions, paid vacation, paid sick leave, paid time off and/or benefits which are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(d) Employee further affirms that Employee has no known workplace injuries or occupational diseases.

(e) Employee also affirms that Employee has not divulged any proprietary or confidential information of Employer and will continue to maintain the confidentiality of such information consistent with Employer's policies and Employee's agreement(s) with Employer and/or common law. Under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit against Employer for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(f) Employee further affirms that Employee has not reported internally to Employer any allegations of wrongdoing by Employer or its officers, including any allegations of corporate fraud, and Employee has not been retaliated against for reporting any such allegations internally to Employer.

(g) Employee and Employer acknowledge Employee's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights. Employer also acknowledges Employee's rights to make truthful statements or disclosures about Unlawful Employment Practices, which are defined to mean any form of unlawful discrimination, harassment, or retaliation that is actionable under Title VII of the Civil Rights Act of 1964 or the Illinois Human Rights Act or any other related federal or state rule or law that is enforced by the Equal Employment Opportunity Commission or the Illinois Department of Human Rights ("Unlawful Employment Practices").

6. **Return of Property.**

Except as provided otherwise in this Agreement or by law, Employee affirms that

Employee has returned, without copying or reproducing, all of Employer's property, documents, and/or any confidential information in Employee's possession or control.

Employee also affirms that Employee is in possession of all of Employee's property that Employee had at Employer's premises and that Employer is not in possession of any of Employee's property.

7. **Governing Law and Interpretation.** This Agreement shall be governed and conformed in accordance with the laws of the state of Florida without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

8. **Nonadmission of Wrongdoing.** The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

9. **Amendment.** This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

10. **Entire Agreement.** This Separation Agreement and General Release sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties, except any arbitration, confidentiality, non-compete and non-solicitation agreements, each of which remains in full force and effect. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Separation Agreement and General Release, except for those set forth in this Separation Agreement and General Release.

11. **Counterparts and Signatures.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail will have the same effect as the original signature.

Employee is advised that Employee has up to Twenty-One (21) Calendar Days to consider this agreement and general release. Employee also is advised to consult with an attorney prior to Employee's signing of this agreement and General Release.

Employee may revoke this Agreement and General Release for a period of Seven (7)

calendar days following the day Employee signs this Agreement and General Release. Any revocation within this period must be submitted, in writing, to Colin McDonald, Chief Human Resources Officer, and state, "I hereby revoke my acceptance of our Agreement and General Release." The revocation must be personally delivered to Colin McDonald, Chief Human Resources Officer, or designee, or mailed to Colin McDonald, Chief Human Resources Officer, 5201 Congress Ave, Suite 160, Boca Raton, Florida 33487 and postmarked within Seven (7) Calendar Days after Employee signs this Agreement and General Release.

Employee agrees that any modifications, material or otherwise, made to thi Agreement and General Release, do not restart or affect in any manner the original up to Twenty-One (21) Calendar Day consideration period.

Employee freely and knowingly, and after due consideration, enters into this Agreement and General Release intending to waive, settle and release all claims Employee has or might have against releases.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

PHIL NOE

CROSS COUNTRY HEALTHCARE, INC.

By: /s/ Phil Noe
Phil Noe

By: /s/ Colin McDonald
Colin McDonald, PHR, SHRM-CP
Chief Human Resources Officer

Date: 3/16/2026

Date: 3/16/2026

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made and entered into as of this 10th day of March, 2026 by and among CROSS COUNTRY HEALTHCARE, INC, a Delaware corporation (the "Company"), and Phil Noe, an individual domiciled in the State of Florida (the "Contractor").

RECITALS

A. Company desires to engage Contractor to provide transition consulting services to Company, and Contractor desires to provide transition consulting services Company.

B. The parties are entering into this Agreement to set forth their respective rights and duties regarding the services and related activities to be provided to Company by Contractor.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Duties. Company desires to retain Contractor, and Contractor desires to be retained by Company, to provide consulting services with respect to the Company's technology, telephones and related infrastructure (the "Business"), from time to time. Contractor shall use his best faith efforts to timely cooperate in answering any and all questions regarding the Business as may requested by Company from time to time during the term of this agreement (the "Services"). When providing Services to Company pursuant to this Agreement, Contractor shall maintain a standard of care at least equivalent to that customarily provided in its field or industry. Contractor is, and shall continue to be during the term of this Agreement, in compliance with all applicable local, municipal, state and federal laws, rules and regulations. In connection with the Services, Contractor will neither accept from, nor provide (or offer to provide) to, or for the benefit of, any third party vendor or anyone else, any payment, gift, favor or inducement in the nature of a kickback or bribe. During the term of this Agreement, Contractor will report directly to William Burns, Chief Financial Officer.

2. Compensation. During the term of this Agreement, Company will pay Contractor **\$198.05** per hour for Services. Contractor will be responsible for payment of all taxes, including federal, state and local taxes, arising out of Contractor's activities under this Agreement, including by way of illustration, but not limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or license fees required.

3. Term. The initial term of this Agreement will commence on March 11, 2026 and will expire on May 31, 2026, unless otherwise terminated earlier (i) upon the breach of this Agreement by Contractor or (ii) as mutually agreed upon by both parties hereto in writing.

4. Effect of Termination. Upon expiration of the term of this Agreement or upon termination of this Agreement pursuant to Section 3, Contractor will: (i) immediately discontinue all Services as of the effective date of such termination; (ii) immediately transfer to Company (or at its direction) all of Contractor's right, title and interest in and to completed and uncompleted Services, supplies, materials and all contracts, subcontracts, guaranties, books, papers, records, plans, specifications, drawings, surveys, schedules, title reports and all other items produced in connection with the performance of the Services by Contractor; and (iii) prepare a final invoice to Company for fees earned by Contractor prior to the date of termination. Company will pay Contractor all Fees earned through the termination date in accordance with Section 2 above if, and only if, Contractor was not in default of any provision of this Agreement prior to such termination date. Contractor will submit to Company, within three (3) days after termination of this Agreement, any claims against Company which Contractor may have with respect to any matters under this

Agreement through the date of termination. Contractor's failure to submit a claim within such time will constitute a waiver of all claims and a release of Company from all liability arising out of such matters.

5. Relationship. All services contemplated under this Agreement will be rendered by Contractor as an independent contractor. The parties hereby acknowledge that Contractor is an independent contractor of Company and not a partner, employee, officer or agent of Company. Contractor and its principals shall not in any way represent herself to be an employee, partner, joint venturer, agent, or officer of Company. Contractor may not enter into any contract or otherwise bind Company in any way without written authorization from Company. Contractor shall have no rights to receive any health and accident insurance, sick leave or vacation, or other similar benefit which is accorded to employees of Company. Contractor shall have no right to receive any salary or benefits from Company, whether based on its relationship with Company or otherwise, not provided for herein. Contractor further agrees to indemnify, defend and hold harmless Company from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental agency against Company for any amounts claimed due on account of this Agreement or pursuant to claims made under any applicable tax laws and any costs, expenses or damages sustained by Company by reason of such claims, including, but not limited to, any amounts paid by Company as taxes, attorney's fees, deficiencies, levies, assessments, fines, penalties, interest or otherwise for Contractor's share of any applicable tax.

6. Restrictions and Confidentiality. Contractor acknowledges, understands and agrees that the agreements and covenants Contractor is providing in this Section 6 are reasonable and necessary to Company's protection of its legitimate interests, and any corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, or other organization Company, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Company and is identified to Contractor (in each instance, an "Affiliate"), Company and its Affiliates would not be able to protect Confidential Information against unauthorized use and their other legitimate business interests unless Contractor agreed to the covenants contained in this Section 6, Company and its Affiliates will be irreparably damaged if Contractor was to disclose Confidential Information or use such Confidential Information in an activity competing or interfering with the business of Company or its Affiliates in violation of the terms of this Section 6, the scope and length of the term of this Section 6 and the geographical restrictions contained in this Section 6 are fair and reasonable, this Agreement is not the result of overreaching, duress or coercion of any kind, and the full, uninhibited and faithful observance of each of the covenants contained in this Agreement will not cause Contractor any undue hardship, financial or otherwise. Contractor hereby waives any legal or equitable right to contest that the Confidential Information constitutes trade secret, confidential information under all applicable statutes and common law. For the purposes hereof, "Confidential Information" shall mean any and all information (whether written, graphic, oral or in any other form) considered proprietary and confidential by Company that is disclosed, directly or indirectly, to or known by Contractor as a consequence of or through retention by Company, including information conceived, originated, disclosed, discovered or developed by Contractor or in collaboration with others) relating to the past, present or future business of Company or its Affiliates, developed by Contractor (or in collaboration with others) during the term of this Agreement, analyses, compilations, studies or other documents prepared by Contractor, his employees, agents or representatives during the term of this Agreement, potential transactions by Company or its Affiliates, Company's or its Affiliates' methods of doing business, specialized techniques developed by, for or through Company or its Affiliates, information about costs and salaries, profits, markets, sales products, personnel information, pricing policies, operational methods, plans for future development, research, ideas, expansion plans, designs, drawings, financial affairs, marketing strategies, gross and net profits of Company or its Affiliates, the volume of business generated by Company or its Affiliates, technical processes, supplier/vendor, tenant or landlord information, general and discreet business plans, pricing, leads, forecasts and any and all other information not readily available to the public, which has been,

is or becomes publicly available or is in the public domain through no fault of Contractor or information which is approved in writing by Company for use by Contractor.

Contractor agrees that, both during and after the term of this Agreement, Contractor shall not use or disclose to anyone outside of Company any Confidential Information, except for any Confidential Information (1) lawfully received from another source free of restriction and without breach of this Agreement, (2) that becomes generally available to the public without breach of this Agreement, (3) known to the receiving party at the time of disclosure, or (4) independently developed by the receiving party without resort to the Confidential Information. In the event Contractor is requested or required by law, judicial or governmental order or other legal process or pronouncement (including any discovery request), to disclose any Confidential Information, Contractor will give Company prompt written notice of such request or requirement so that Company may seek an appropriate protective order or other remedy. Contractor will cooperate with Company to obtain such protective order or other remedy. In the event such order or other remedy is not obtained, Contractor will furnish only that portion of the Confidential Information that, in the opinion of counsel is legally required to be disclosed and Contractor will use Contractor's best efforts to obtain court orders or other assurances that confidential treatment will be accorded to any such Confidential Information which must, necessarily, be disclosed. In no event will Contractor ever disclose any Confidential Information, which is requested or required by law, judicial or governmental order or other legal process or pronouncement, unless Contractor has first provided seven (7) days actual written notice to Company.

7. Expenses. Contractor shall be responsible for all expenses of every kind and nature and shall not be entitled to reimbursement for any expense by Company, except as otherwise agreed to by both parties in writing.

8. Waiver of Breach. The waiver by Company or Contractor of any breach of a provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the parties.

9. Notices. All notices, requests, demands, payments, and other communications hereunder shall be in writing (including telex, telefax and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, facsimile (with confirmed answer back), or mailed by certified mail (postage prepaid), return receipt requested, to the appropriate address indicated below or to such other address as may be given in a notice sent to all parties hereto:

If to Company:

Cross Country Healthcare, Inc.
5201 Congress Ave.
Boca Raton, Florida 33487
Attn: Colin P. McDonald
cmcdonald@crosscountry.com

If to Contractor:
Phil Noe

or to such other address as any party may designate by notice complying with the terms of this Section 10. Each such notice shall be deemed delivered on: (a) the date delivered if by personal delivery; (b) the date of transmission with confirmed answer back if sent by facsimile; and (c) the date upon which

the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

11. Miscellaneous. This Agreement supersedes any and all other understandings and agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and constitutes the sole and only agreement between the parties with respect to said subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement or promise not contained in this Agreement shall be valid or binding or of any force or effect. No change or modification to this Agreement shall be valid or binding upon the parties hereto unless such change or modification is in writing and is signed by the parties hereto. In the event that any one or more of the provisions contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, that invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if that invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed in accordance with the laws of the State of Florida.

18. FEIN. Due upon execution of this document: an executed W-9 by Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CROSS COUNTRY HEALTHCARE, INC.

CONTRACTOR

By: /s/ Colin McDonald
Name: Colin P. McDonald
Title: Chief Human Resources Officer

By: /s/ Phil Noe
Name: Phil Noe