

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

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Pursuant to §240.14a-12

CROSS COUNTRY HEALTHCARE, INC.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
 - Fee paid previously with preliminary materials.
 - Fee computed on table in exhibit required by Item 25(b) per Exchange Act Rules 14a6(i)(1) and 0-11.
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6551 Park of Commerce Boulevard, N.W.
Boca Raton, FL 33487

Dear Cross Country stockholders,

Reflecting on 2023, Cross Country celebrates a year marked by resilience, innovation, and unwavering commitment to excellence. Despite the challenges posed following the COVID-19 pandemic, we achieved significant financial milestones, surpassing revenue guidance in several quarters of 2023, maintaining Adjusted EBITDA and EPS within projected quarterly ranges, making it the second-best full-year financial performance in Company history.

Central to our success are the advancements made in our technology and expanded portfolio of offerings. The rollout of Intellify[®], our workforce optimization platform or VMS, alongside the re-launch of the Xperience[™] app and the introduction of Data Aggregation Services (DAS), offer greater value while significantly enhancing both client and candidate experiences driving market differentiation and operational efficiency. We also experienced impressive growth across our Physician Staffing, Education, and Homecare segments. We exited the year on an upward trajectory by securing new business in our vendor-neutral and managed service programs, reaffirming our position for continued growth and success.

As we embark on the new fiscal year, our primary focus remains on maximizing returns on investments. We are committed to expanding our client roster, capitalizing on recent successes, and enhancing operational efficiency to bolster margins. With a robust balance sheet supporting us with no debt, we believe that we are well-positioned to pursue strategic investments and acquisitions that align with the evolving needs of our clients, candidates, and employees.

We are dedicated to maintaining profitability through the balancing of investments and cost-saving measures, including the utilization of our India operations. Leveraging the productivity and efficiency gains facilitated by our technology investments, we are confident in our ability to drive sustainable, profitable long-term growth. Our commitment to increasing stockholder value remains unwavering. We are exploring opportunities, where appropriate, for additional share repurchases, technology investments, efficiencies and productivity improvements from transitioning certain processes to our business in India, and potential mergers and acquisitions that align with our strategic objectives. Along with our entire board, we believe that Cross Country is on the right path to deliver sustainable long-term growth by continuing to diversify our offerings, embracing technology, and expanding our partnerships with clients and candidates.

In closing, we request your voting support for our Board members, the responsibly scaled and strategically aligned 2023 executive compensation program, and other items outlined in this proxy. Your support is integral to our mission of delivering sustainable financial success while making a positive impact on our industry and beyond.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin C. Clark".

Kevin C. Clark,
Chairman of the Board of Directors

A handwritten signature in black ink, appearing to read "John A. Martins".

John A. Martins,
President and Chief Executive Officer



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Boca Raton, Florida 33487

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

	Date and Time Tuesday, May 14, 2024 at 12:00 p.m. Eastern Time
	Location Cross Country Healthcare, Inc. will have a virtual-only Annual Meeting of Stockholders in 2024, conducted exclusively via live audio cast at www.virtualshareholdermeeting.com/CCRN2024 . There will not be a physical location for our 2024 Annual Meeting of Stockholders. Cross Country Healthcare Inc.'s Proxy Statement for the 2024 Annual Meeting of Stockholders and 2023 Annual Report are available at www.proxyvote.com .

Cross Country Healthcare, Inc. (the “Company,” “we,” “us,” or “our”) will hold the 2024 Annual Meeting of Stockholders (the “Annual Meeting”) as a virtual only meeting via live audio cast on the internet for the following purposes:

<u>Agenda</u>	<u>Board’s Voting Recommendation</u>
Proposal 1 To elect eight director nominees to serve for a one-year term	✓ FOR each director nominee
Proposal 2 To ratify the appointment of Deloitte & Touche LLP as the independent registered public accounting firm for the Company for the fiscal year ending December 31, 2024	✓ FOR
Proposal 3 To approve, on a non-binding, advisory basis, the compensation paid to our named executive officers in 2023 (“say on pay” vote)	✓ FOR
Proposal 4 To approve the Cross Country Healthcare, Inc. 2024 Omnibus Incentive Plan	✓ FOR

We will consider and act upon other business that may properly come before the Annual Meeting or its adjournment, postponement, or continuation.

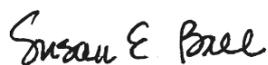
Only the Company’s stockholders of record at the close of business on March 18, 2024 (the “Record Date”) are entitled to receive this Notice of Internet Availability of Proxy Materials (this “Notice”) and to vote during the Annual Meeting or its adjournment, postponement, or continuation.

To attend, vote at, and submit questions during the Annual Meeting, visit www.virtualshareholdermeeting.com/CCRN2024 and enter the 16-digit control number included in your Notice, voting instruction form, or proxy card. Please allow ample time for online check-in, which will begin at 11:45 a.m. Eastern Time on May 14, 2024. The date on which the Proxy Statement is first being made available to the Company’s stockholders is on or about April 1, 2024. The Proxy Statement, which more fully describes the matters to be considered at the Annual Meeting, is attached to this Notice. Copies of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 (including the financial statements and schedules thereto, as filed with the Securities and Exchange Commission (the “SEC”)) accompany this Notice, but are not deemed to be part of the Proxy Statement.

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It is important that your shares be represented at the Annual Meeting. We urge you to review the attached Proxy Statement and, whether or not you plan to participate in the Annual Meeting, to vote your shares promptly by completing, signing, and returning the accompanying proxy card. You do not need to affix postage to the enclosed reply envelope if you mail it within the United States. If you participate in the virtual meeting, you may withdraw your proxy and vote your share electronically during the Annual Meeting.

By Order of the Board of Directors,



Susan E. Ball
*Executive Vice President, Chief Administrative Officer,
General Counsel and Secretary*

April 1, 2024

IMPORTANT NOTICE REGARDING THE AVAILABILITY OF PROXY MATERIALS FOR THE ANNUAL MEETING OF STOCKHOLDERS TO BE HELD MAY 14, 2024: Cross Country Healthcare Inc.'s 2024 Proxy Statement for the 2024 Annual Meeting of Stockholders and 2023 Annual Report are available via the Internet at www.proxyvote.com.

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Forward Looking Statements

This Proxy Statement includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical or current facts, including statements regarding our environmental, social, and other sustainability plans, initiatives, projections, goals, commitments, expectations, or prospects, are forward-looking. Forward-looking statements include those containing such words as “anticipates,” “believes,” “could,” “estimates,” “expects,” “forecasts,” “goal,” “intends,” “may,” “outlook,” “plans,” “projects,” “seeks,” “sees,” “should,” “targets,” “will,” “would,” or other words of similar meaning. Forward-looking statements reflect management’s current expectations and are inherently uncertain. These forward-looking statements rely on assumptions and involve risks and uncertainties, including, but not limited to, factors detailed herein and under Part I, “Item 1A. Risk Factors” and in other sections of our 2023 Annual Report and in other filings with the SEC.

Any standards of measurement and performance made in reference to our environmental, social, and other sustainability plans and goals are developing and based on assumptions, and no assurance can be given that any such plan, initiative, projection, goal, commitment, expectation, or prospect can or will be achieved.

Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual outcomes may vary materially from those indicated. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by reference to these risks and uncertainties. You should not place undue reliance on our forward- looking statements. Each forward-looking statement speaks only as of the date of the particular statement, and, except as required by law, we undertake no duty to update or revise any forward-looking statement.

Website References

This document includes several website addresses. These website addresses are intended to provide inactive, textual references only. The content of information on these websites is not part of this Proxy Statement.



6551 Park of Commerce Boulevard, N.W.
Boca Raton, Florida 33487

**PROXY STATEMENT
FOR THE 2024 ANNUAL MEETING OF STOCKHOLDERS**

OUR BOARD OF DIRECTORS

WHO WE ARE

The Board of Directors (the “Board”) of the Company currently consists of eight members. The current terms of all eight members expire at the Annual Meeting, and all are standing for re-election at the Annual Meeting to hold office until the next annual meeting of stockholders and until their successors are elected.

The following eight directors have been nominated for election at the Annual Meeting for a one-year term ending upon the 2025 Annual Meeting of Stockholders:

 <p>KEVIN C. CLARK, 63 Co-Founder and Chairman of the Board of Directors, Cross Country Healthcare <i>Director since 2019</i></p>	<p>Formerly:</p> <ul style="list-style-type: none">• President, Chief Executive Officer and Director, Cross Country Healthcare, Inc. (2019–March 2022)• Chair and Chief Executive Officer, Talivity, Inc. (2015–2018)• Chair and Chief Executive Officer, OGH, LLC (2002–2015)• Chair and Chief Executive Officer, Pinnacor Inc. (1999–2001)• Chair and Chief Executive Officer, Poppe Tyson, Inc. (1996–1998)• Chair and Chief Executive Officer, Cross Country, Inc. (1986–1994) <p>Education:</p> <ul style="list-style-type: none">• BBA, Florida Atlantic University <p>Director-relevant skills, experiences, and attributes:</p> <ul style="list-style-type: none">• Extensive experience building and leading health staffing, technology, and workforce solutions companies• Institutional knowledge of Cross Country• Governance experience based on prior and current board service
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DWAYNE ALLEN, 62
Senior Vice President,
Solution Innovation, Emerging
Technology, Architecture, and
Intellectual Property, and
Chief Technology Officer,
Unisys Corporation
(2021-Present)
Director since 2023

Formerly:

- Global Digital Strategist, Microsoft Corp. (2019–2021)
- Vice President & Chief Information Officer, Masonite International (2017–2019)
- Chief Information Officer, Components, Cummins, Inc. (2011–2017)
- Executive Director, Global Applications Development & Support, Cummins, Inc. (2009-2011)
- Vice President, Information Technology, Fifth Third Bank (2003–2009)
- Various positions, including Vice President and Division Chief Information Officer, Corporate Services Technology, Wells Fargo & Company, Inc. (2001–2003)
- IT Director, Strategy & Planning, Marriott International (1996–1998)

Education:

- MBA, George Washington University
- BA, University of Virginia

Director-relevant skills, experiences, and attributes:

- Over 25 years of leadership experience creating IT platforms and advancing digital strategy across industries
- Track record of promoting digital innovation to enhance businesses
- Experience leveraging advanced analytics and big data to reduce friction and increase efficiencies



**VENKAT
BHAMIDIPATI, 57**
Retired Executive Vice
President and Chief Financial
Officer, McAfee Corp.
Director since 2022

Formerly:

- Investor and Strategic Advisor, Technology and Healthcare Companies (2022)
- Executive Vice President, Chief Financial Officer, McAfee Corp. (2020–2022)
- Executive Vice President, Chief Financial Officer, Providence St. Joseph Health (2017–2020)
- Managing Director, Business Development & Mergers & Acquisitions, Microsoft Corp. (2016–2017)
- Chief Financial Officer, Worldwide Enterprise Group, Microsoft Corp. (2011–2016)
- Chief Financial Officer, Operations & Technology, Microsoft Corp. (2004–2011)
- Various positions, including Senior Finance Director, Exodus Communications (1999–2004)
- Various positions, including Controller, Sales, Hitachi Data Systems (1993–1999)
- Manager, Assurance, PricewaterhouseCoopers (1988–1990)

Education:

- MBA, Kelly School of Business at Indiana University
- MA, Osmania University

Director-relevant skills, experiences, and attributes:

- Led a comprehensive digital transformation process at Providence
- Instrumental in leading Microsoft’s cloud transition
- Deep background in finance, digital strategy, corporate development, operations, and supply chain management
- Seasoned investor and strategic advisor in technology and healthcare companies



W. LARRY CASH, 75

Lead Independent Director
Retired President, Financial
Services and Chief Financial
Officer, Community Health
Systems

Director since 2001

Formerly:

- Director, AAC Holdings, Inc. (OTC: AACH) (2017–2019)
- Various positions, including President of Financial Services, Chief Financial Officer and Director, Community Health Systems, Inc. (1997–2017)
- Vice President and Group Chief Financial Officer of Columbia/HCA Healthcare Corporation (1996–1997)
- Various positions, including Senior Vice President of Finance and Operations, Humana, Inc. (1973–1996)

Education and awards:

- BS, University of Kentucky at Lexington
- Recognized as one of the top three CFOs in the healthcare sector by *Institutional Investor* magazine for eleven consecutive years during his tenure at Community Health Systems

Director-relevant skills, experiences, and attributes:

- Experienced financial and operations executive with a keen understanding of healthcare industry dynamics
- Long track record in the acute and managed care sectors
- Oversaw revenue growth from \$700 million to over \$18 billion at Community Health Systems
- Governance experience with prior service on the board of AAC Holdings, Inc.



**GALE
FITZGERALD, 73**
Retired Principal of
TranSpend, Inc.
Director since 2007

Formerly:

- Founder and Principal, TranSpend, Inc. (2003–2022)
- Director, Diebold Nixdorf, Inc. (NYSE: DBD) (1999–2019)
- President, QP Group, Inc. (1994–2000)
- Various positions, including Chair and Chief Executive Officer, Computer Task Group, Inc. (1991–2000)
- Various technical, marketing, and management positions, including Vice President, Professional Services, IBM, (1973–1991)

Education:

- MA, Augustine Institute
- BA, Connecticut College

Director-relevant skills, experiences, and attributes:

- Led a publicly traded, multinational IT staffing company for nearly a decade
- Co-founded a strategic consulting firm focused on business process improvements and supply chain optimization
- Deep understanding of corporate strategic planning and risk mitigation
- Governance experience from prior service on the board of Diebold Nixdorf, Inc.



JOHN A. MARTINS,
55
President and Chief Executive
Officer, Cross Country
Healthcare (April 2022–
Present)
Director since 2022

Formerly:

- Group President, Delivery, Cross Country Healthcare, Inc. (May 2021–April 2022)
- Group President, Nurse and Allied, Cross Country Healthcare, Inc. (February 2021–May 2021)
- Senior Vice President of Operations Strategy, Aya Healthcare, Inc. (2017–2020)
- Senior Vice President, General Manager, AMN Healthcare Services, Inc. (2015–2017)
- Various positions, including President, Onward Healthcare (2008–2015)
- Vice President, Access Nurses (2005–2008)
- Financial Advisor, Morgan Stanley (2004–2005)
- Various positions, including Vice President of Operations, The Et Al Group (1996–2004)
- Developer, UPS (1994–1996)

Education:

- BA, William Peterson University

Director-relevant skills, experiences, and attributes:

- Keen understanding of developing and deploying digital innovation and technology in the healthcare staffing industry
- Extensive knowledge of travel nurse and allied, per diem, locum tenens, and education staffing services
- Institutional knowledge of Cross Country Healthcare



**JANICE E. NEVIN,
M.D., MPH, 63**
President and CEO,
ChristianaCare Health System
(2014–Present)
Director since 2020

Formerly:

- Various positions, including Chief Medical Officer and Chief Patient Safety Officer, ChristianaCare Health System (2002 – 2014)
- Director, Sidney Kimmel Medical College (1995 – 2002)

Education and awards:

- MD, Sidney Kimmel Medical College at Thomas Jefferson University
- MPH, University of Pittsburgh
- BA, Harvard University
- Inducted into Delaware Women’s Hall of Fame in 2017
- Recognized among 100 Great Healthcare Leaders to Know by Becker’s Hospital Review in 2017
- Named the 2016 Woman of Distinction by the Girl Scouts of the Chesapeake Bay

Director-relevant skills, experiences, and attributes:

- Experience leading the operations of a large healthcare system with first-hand knowledge of healthcare staffing
- Nationally recognized as a pioneer and thought leader in value-based care and population health; selected by Modern Healthcare as one of its 50 Most Influential Clinical Executives in 2020, 2021, and 2022
- Developed the unique data-driven care coordination platform CareVio™ to proactively address patients’ social and behavioral health needs in addition to their medical needs, a program which earned the 2017 John M. Eisenberg Patient Safety and Quality Award

 <p>MARK PERLBERG, JD, 67 Managing Director, Nautic Partners, LLC (2020–Present) <i>Director since 2015</i></p>	<p>Formerly:</p> <ul style="list-style-type: none"> • President and Chief Executive Officer, Oasis Outsourcing Holdings Inc. (2003–2020) • President and COO, Profit Recovery Group Inc. (2000–2003) • Vice President and General Manager, North Region, John H. Harland Company (1996–2000) • Area Vice President, Latin America and Caribbean, The Western Union Company (1989–1995) <p>Education:</p> <ul style="list-style-type: none"> • JD, Boston College Law School • BA, University of Rochester <p>Director-relevant skills, experiences, and attributes:</p> <ul style="list-style-type: none"> • Track record of leadership and sales strategy development across a wide array of industries, including human resources, business services, utilities, and financial institutions • Experience growing companies both organically and through acquisitions • Has planned and successfully implemented key growth strategies, including creating and leading an integrated sales, operations, IT, and client service platform
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OUR SKILLS, EXPERIENCES, AND ATTRIBUTES

Our Board has identified key skills, experiences, and attributes that are important to be represented on the Board in light of the Company’s business strategy and anticipated future needs. These skills, experiences, and attributes include:

- Substantial executive leadership experience working at an array of health-care entities with staffing needs;
- Experience building and/or working for entities that address outsourcing staffing needs in both the health and digital fields;
- Investment, legal, financial, and accounting expertise;
- Significant healthcare expertise in large acute-care facilities;
- Experience creating IT platforms, advancing digital transformation, cybersecurity, and artificial intelligence;
- Diversity with respect to age, gender, race, and ethnicity, such that the Board reflects the diversity of our Company, our customers, and the healthcare professionals with whom we work; and
- High ethical standards, integrity, professionalism, and business judgment.

The following chart highlights some of our directors’ core skills, experiences, and attributes and describes their importance to our business strategy.

Board Skills, Tenure, and Diversity

Our director nominees bring to our Board a wide variety of skills, qualifications, and viewpoints that strengthen the Board’s ability to carry out its oversight role on behalf of our stockholders. The table below is a summary of the range of skills and experiences that each director nominee brings to the Board, each of which we find to be relevant to our business. Because this chart is a summary, it does not include all of the skills, experiences, and qualifications that each director nominee offers, and the fact that a particular experience, skill, or qualification is not listed does not mean that a director nominee does not possess it. All of our director nominees exhibit high integrity, an appreciation for diversity of background and thought, innovative thinking, a proven record of success, and deep knowledge of corporate governance requirements and best practices.

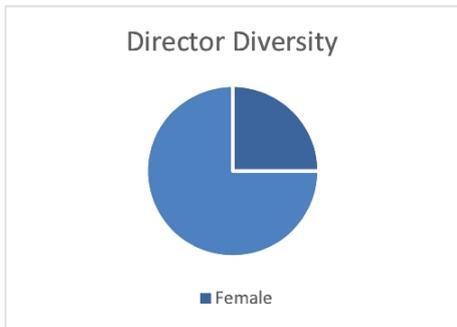
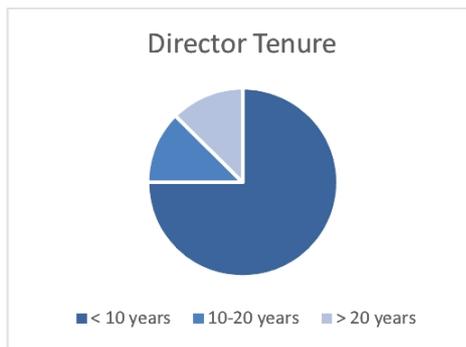
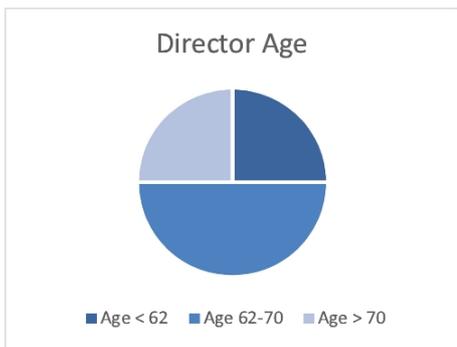
ATTRIBUTES, EXPERTISE & SKILLS	Kevin C. Clark, Chairman	W. Larry Cash, Lead Director	Dwayne Allen	Venkat Bhamidipati	Gale Fitzgerald	John A. Martins	Janice E. Nevin, M.D., MPH	Mark Perlberg, JD
Leadership Experience (1)	√	√	√	√	√	√	√	√
Financial Literacy	√	√	√	√	√	√	√	√
IT/Digital Transformation Experience	√	√	√	√	√	√	√	√
Healthcare Experience	√	√		√		√	√	
Cybersecurity/AI Experience (2)		√	√	√				
Audit Committee Financial Expert (3)		√		√				
Relevant Industry Experience	√	√		√	√	√	√	√
Human Capital Management Experience	√	√	√	√	√	√	√	√
Risk Management Expertise	√	√	√	√	√	√	√	√

- (1) We recognize that Mr. Martins, as the current CEO of the Company, and Mr. Clark, as the former CEO of the Company from January 2019 to March 31, 2022, are not considered independent directors. As an independent member of our Board, Mr. Cash serves as our Lead Director to work collaboratively with the Chairman, CEO, and other directors to ensure effective functioning of the Board and to serve as an independent liaison between management and the Board and between the Chairman and the independent directors to assist in maintaining high standards for oversight and other functions.
- (2) The Board continuously considers the right attributes, expertise and skills of its members to ensure robust risk oversight. In 2022, the Board identified a need for an individual who has experience in overseeing and understanding the inherent IT, cybersecurity, and artificial intelligence risks in a large scale enterprise. As a result, the Board conducted a search for an expert meeting these criteria and Mr. Allen was nominated as a member of the Board in 2023.

- (3) Mr. Bhamidipati became a member of the Board in 2022 and transitioned to the Chair of the Audit Committee on January 1, 2024, replacing Mr. Cash, who had served as the Chair of the Audit Committee for many years. Mr. Cash assisted in the transition of the Audit Chairman role to Mr. Bhamidipati and will continue to serve as Lead Independent Director and a member of the Audit Committee and Compensation Committee of the Company.

As discussed below, while we do not have a formal policy on diversity, we are committed to comprising our Board with well-rounded individuals possessing diverse and complementary skills, core-competencies and expertise, including diversity with respect to age, gender, national origin, and race, for the optimal functioning of the Board. Additionally, the Board does not believe that arbitrary term limits on directors' service are appropriate; however, directors are required to resign at the age of 75 and the Board may accept or reject such resignation at its discretion. Directors who have served on the Board for an extended period of time have institutional knowledge and are able to provide valuable insight into the operations and future of the Company based on their experience with and understanding of the Company's history, policies, and objectives. The Board self-evaluation process described below is an important determinant for Board tenure. Pursuant to the Company's policy that directors must resign at the age of 75, Mr. Cash tendered his resignation to the Board in 2023, which was rejected at the discretion of the Board. The Board determined that Mr. Cash provides valuable service as a Lead Independent Director, continuity based on his history and knowledge of the Company, expertise in the healthcare industry, and financial acumen, and he continues to receive high ratings from fellow Board members in their annual assessments.

The charts and Board Diversity Matrix below provide a snapshot of certain characteristics of our current Board. The information is as of April 1, 2024.



Board Diversity Matrix as of April 1, 2024				
Total Number of Directors	8			
	Female	Male	Non-Binary	Did Not Disclose Gender
Part I: Gender Identity				
Directors	2	6	0	0
Part II: Demographic Background				
African American or Black	0	1	0	0
Alaskan Native or Native American	0	0	0	0
Asian	0	1	0	0
Hispanic or Latinx	0	0	0	0
Native Hawaiian or Pacific Islander	0	0	0	0
White	2	3	0	0
Two or More Races or Ethnicities	0	1	0	0
LGBTQ+	0			
Did Not Disclose Demographic Background	0			

HOW WE ARE SELECTED, ELECTED, AND SERVE

At the direction of our Board of Directors, the Governance and Nominating Committee, assisted as appropriate by other members of the Board and management:

- Develops recommendations for the size and composition of the Board, reflecting:
 - current and anticipated operational, business, financial, and sector needs, including needs for any specialized knowledge
 - core competencies, integrity, and leadership
 - a range of complementary and diverse attributes, such as diversity of age, gender, race, ethnicity, disability, orientation, national origin, and veteran status.
- Identifies opportunities for director refreshment
- Identifies candidates, with assistance of a board search firm, for the Board to consider nominating to stand for election, including:
 - Considering director candidates recommended by stockholders on the same basis and in the same manner as other candidates and in compliance with established procedures.
 - Taking into account the following characteristics of each potential candidate:
 - Relevant experience, including in healthcare, staffing, IT, business, finance and accounting;
 - Personal and professional integrity;
 - Ability to commit the needed time and resources to be an effective director; and
 - Overall fit into the mix of Board-wide skills, experiences, and attributes.

All stockholder recommendations for director candidates must be submitted to our legal department at 6551 Park of Commerce Boulevard, N.W., Boca Raton, Florida, 33487, Attn: General Counsel, which will forward all recommendations to the Governance and Nominating Committee.

There have been no changes to the procedures by which stockholders may recommend director nominees to our Board since our last disclosure of such procedures, which appeared in the definitive Proxy Statement for our 2023 Annual Meeting of Stockholders.

The Board currently consists of eight members. The current terms of all eight directors expire at the Annual Meeting, and each of the directors are standing for re-election at the Annual Meeting.

Each director nominee elected will hold office until the 2025 Annual Meeting of Stockholders and until a successor has been duly elected and qualified unless, prior to such meeting, a director shall resign, or his or her directorship shall become vacant due to his or her death, resignation, or removal. All director nominees were elected at the 2023 Annual Meeting of Stockholders.

Each director nominee has agreed to serve, if elected, and management has no reason to believe that any of the director candidates will be unavailable to serve if elected. If any of the director nominees should be unavailable for election, the proxies will be voted for the election of such other person as may be recommended by the Board in place of such director nominee. Shares properly voted will be voted FOR each director nominee unless the stockholder indicates on the proxy that authority to vote the shares is withheld for one or more of the director nominees listed. A proxy cannot be voted for a greater number of persons than the eight director nominees.

There are no arrangements or understandings between any of the director nominees or executive officers and any other person pursuant to which our director nominees or executive officers have been selected for their respective positions.

WHAT WE ACCOMPLISHED

Our Board was active in 2023 in overseeing the continued execution of the Company's strategy and working with our management team to evolve our business for accelerated growth, higher efficiency, and long-term value creation. In addition to fulfilling its ongoing, core oversight function, our Board achieved several significant accomplishments, including:

- Conducting a comprehensive succession planning exercise and implementing a thorough succession and continuity plan for each of the Company's principal executives;
- Conducting a comprehensive refreshment process resulting in the appointment of one new independent director, Dwayne Allen, in January 2023, who brings an expertise in technology, cybersecurity, and artificial intelligence;
- Replenishing a \$100 million share repurchase program, and repurchasing 2.3 million shares (or 6.8% of total outstanding shares) in 2023, reflecting the strength of our financial position and our confidence in our ability to continue to execute on our strategy;
- Holding a Board-led strategy session to conduct an evaluation of the Company's strategy, business performance and configuration, risks and opportunities, and other topics central to long-term value creation;
- Conducting a tabletop cybersecurity exercise, enhancing the Board's ability to anticipate and respond to various cybersecurity risks; and
- Conducting ongoing Board training and education on new SEC regulations, fiduciary duties, and other matters.

HOW WE ARE EVALUATED

The Governance and Nominating Committee is responsible for ensuring that the Board has a robust and effective performance process in place for the Board, as well as for the CEO and management. At least on an annual basis, each Board member is required to complete an anonymous assessment distributed by a third party regarding the performance of the full Board, his or her individual performance on the Board, and the effectiveness of the Committee or Committees on which he or she serves. The results are aggregated, and a detailed summary is provided to the Chairperson of the Governance and Nominating Committee and the Chairman of the Board. Thereafter, the results are communicated to the full Board and Chairpersons of the Committees and discussions occur to address any issues that may have been identified.

HOW WE GOVERN AND ARE GOVERNED

Board Independence

Our securities are listed on the Nasdaq Stock Market (“Nasdaq”) and, as set forth in our Governance Guidelines, we use the standards of “independence” prescribed by Nasdaq requirements. Under Nasdaq rules, a majority of a listed company’s board of directors must be independent directors. In addition, Nasdaq rules require that, subject to specified exceptions, each member of a listed company’s audit committee and compensation committee be independent and satisfy additional independence criteria set forth in Rules 10A-3 and 10C-1, respectively, under the Exchange Act. Under Nasdaq rules, a director will only qualify as an “independent director” if, in the opinion of that company’s board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director.

Annually, each member of the Board is required to complete a questionnaire designed in part to provide information to assist the Board in determining if the director is independent under the Nasdaq rules. Based upon information requested from and provided by each director concerning their background, employment, and affiliations, including family relationships, our Board has determined, upon the recommendation of our Governance and Nominating Committee, that the following directors are independent and have no material relationship with the Company: Dwayne Allen, Venkat Bhamidipati, W. Larry Cash, Gale Fitzgerald, Janice E. Nevin, M.D., MPH, and Mark Perlberg, JD. Mr. Cash serves as the Board’s Lead Independent Director.

As Mr. Martins is our President and Chief Executive Officer, he is not independent, and as Mr. Clark was our former President and Chief Executive Officer, he is not independent. The Board has also determined that each of the current members of our Audit Committee and our Compensation Committee satisfies the independence standards for such committee established by Rules 10A-3 and 10C-1 under the Exchange Act, the SEC rules, and the Nasdaq rules, as applicable, and that the current members of the Governance and Nominating Committee are also independent.

Governance Frameworks and Policies

Our core governance frameworks and provisions are contained in our Governance Guidelines, Code of Conduct, and Business Ethics Policy. These can be found on our website at <https://ir.crosscountryhealthcare.com/corporate-governance> or provided in print at no charge, upon request to our Corporate Secretary at 6551 Park of Commerce Boulevard, N.W., Boca Raton, Florida 33487. We will disclose any changes in, or waivers from, our Code of Conduct and Business Ethics Policy by posting such information on the same website or by filing a current report on Form 8-K, in each case if such disclosure is required by the rules of the SEC or Nasdaq.

Board Committees

Our Board has three standing committees: the Audit Committee, the Compensation Committee, and the Governance and Nominating Committee. Each of these committees is comprised solely of independent directors within the meaning of Rule 5605(a)(2) of the Nasdaq Listing Rules. Each committee operates pursuant to a committee charter. The charters of the Audit Committee, the Compensation Committee, and the Governance and Nominating Committee are on our website at <https://ir.crosscountryhealthcare.com/corporate-governance>. In 2023, the Board unanimously approved the appointment of Mr. Bhamidipati as Chairman of the Audit Committee, effective January 2024. Mr. Cash will continue to serve on the Audit Committee.

The following chart provides a summary of the committees' duties, responsibilities, and composition:

Committee	Responsibilities and Duties	Members	Meetings in 2023
Audit Committee	<ul style="list-style-type: none"> • The Audit Committee is the principal agent of the Board in overseeing (i) the quality and integrity of our financial statements, (ii) legal and regulatory compliance, (iii) the independence, qualifications, and performance of our independent registered public accounting firm, (iv) the performance of our internal auditors, (v) the integrity of management and the quality and adequacy of disclosures to stockholders, (vi) the Company's systems and disclosure controls and procedures, (vii) risk management related to cybersecurity risks, and (viii) risk management related to environmental and climate risks. • The Audit Committee is responsible for hiring and terminating our independent registered public accounting firm and approving all auditing services, as well as any audit-related and any other non-auditing services, to be performed by the independent registered public accounting firm. • In carrying out its duties and responsibilities, the Audit Committee shall have the authority to engage outside legal, compliance, accounting, and other advisers and seek any information it requires from employees, officers, and directors. • The Audit Committee may form and delegate authority to subcommittees consisting of one or more of its members, as the Audit Committee deems appropriate to carry out its responsibilities and exercise its powers, subject to such reporting to, or ratification by, the Audit Committee, as the Audit Committee shall direct. 	Cash†*◆ ⁽¹⁾ Allen◆ ⁽²⁾ Bhamidipati*◆ ⁽¹⁾⁽²⁾ Nevin◆	8

Committee	Responsibilities and Duties	Members	Meetings in 2023
<p>Compensation Committee</p>	<ul style="list-style-type: none"> The role of the Compensation Committee includes (i) reviewing and approving corporate goals and objectives relevant to Chief Executive Officer (“CEO”) compensation; (ii) evaluating the CEO’s performance in light of the approved goals and objectives, and determining and approving the CEO’s compensation level based on this evaluation; (iii) making recommendations to the Board with respect to compensation, incentive compensation plans and equity-based plans for all executive officers of the Company, and developing guidelines and reviewing compensation and overall performance of all executive officers of the Company; (iv) producing a Compensation Committee report on executive compensation, as required by the SEC, to be included in the Company’s annual Proxy Statement or Annual Report on Form 10-K filed with the SEC; (v) evaluating on an annual basis the performance of the Compensation Committee in accordance with applicable rules and regulations; (vi) annually reviewing and making recommendations to the Board regarding non-employee director compensation; (vii) overseeing the Company’s policies and procedures relating to human capital management and retention risks; and (viii) overseeing the Company’s diversity, equity, and inclusion programs. 	<p>Perlberg† Cash Fitzgerald</p>	<p>4</p>

Committee	Responsibilities and Duties	Members	Meetings in 2023
	<ul style="list-style-type: none"> Under its charter, the Compensation Committee has the authority and may, in its sole discretion, obtain advice and seek assistance from internal and external legal, accounting, and other consultants. The Compensation Committee has the sole authority to select or receive advice from, and terminate, a compensation consultant or other advisor to the Compensation Committee (other than in-house legal counsel) to assist in the evaluation of the compensation of our CEO, other executive officers, and directors, including sole authority to approve such firm’s fees and other retention terms, and we provide appropriate funding as determined by the Compensation Committee. In selecting advisers, the Compensation Committee will take into consideration certain independence factors. The Compensation Committee may establish one or more subcommittees consisting of one or more members of the Board to focus on specific aspects of its duties and responsibilities and may delegate any of its responsibilities to any such subcommittee if it so chooses, provided that the subcommittee decisions are presented to the full Compensation Committee for ratification at its next scheduled meeting. 		
<p>Governance and Nominating Committee</p>	<ul style="list-style-type: none"> The role of the Governance and Nominating Committee is to: (i) develop and recommend to the Board a set of corporate governance principles and review them at least annually; (ii) determine the qualifications for Board membership and recommend nominees to the stockholders; (iii) ensure a robust and effective performance evaluation process is in place for the Board, the CEO, and senior management, as well as an effective succession planning process for these positions; (iv) oversee the Company’s policies and procedures relating to governance, as well as risks relating to such policies and procedures; and (v) oversee the Board’s structure and organization. The Governance and Nominating Committee has the sole authority to retain and terminate 	<p>Fitzgerald† Nevin Perlberg</p>	<p>4</p>

Committee	Responsibilities and Duties	Members	Meetings in 2023
	<p>external advisors to the extent additional expertise is deemed necessary in fulfilling the Governance and Nominating Committee’s fiduciary responsibilities.</p> <ul style="list-style-type: none"> The Governance and Nominating Committee may form and delegate authority to subcommittees consisting of one or more of its members, other Board members, and officers of the Company, as the Governance and Nominating Committee deems appropriate and as permitted under applicable rules and regulations, in order to carry out its responsibilities. 		

† Committee Chairperson

* Audit Committee Financial Expert, as defined in the applicable SEC regulations

◆ Possesses requisite financial sophistication required by Nasdaq Rule 5605(c)(2)(A)

(1) Effective January 2024, Mr. Bhamidipati was appointed as Chairman of the Audit Committee and Mr. Cash continues to serve on the Audit Committee.

(2) Mr. Allen and Mr. Bhamidipati were appointed to the Audit Committee in January 2023.

Board and Committee Meetings

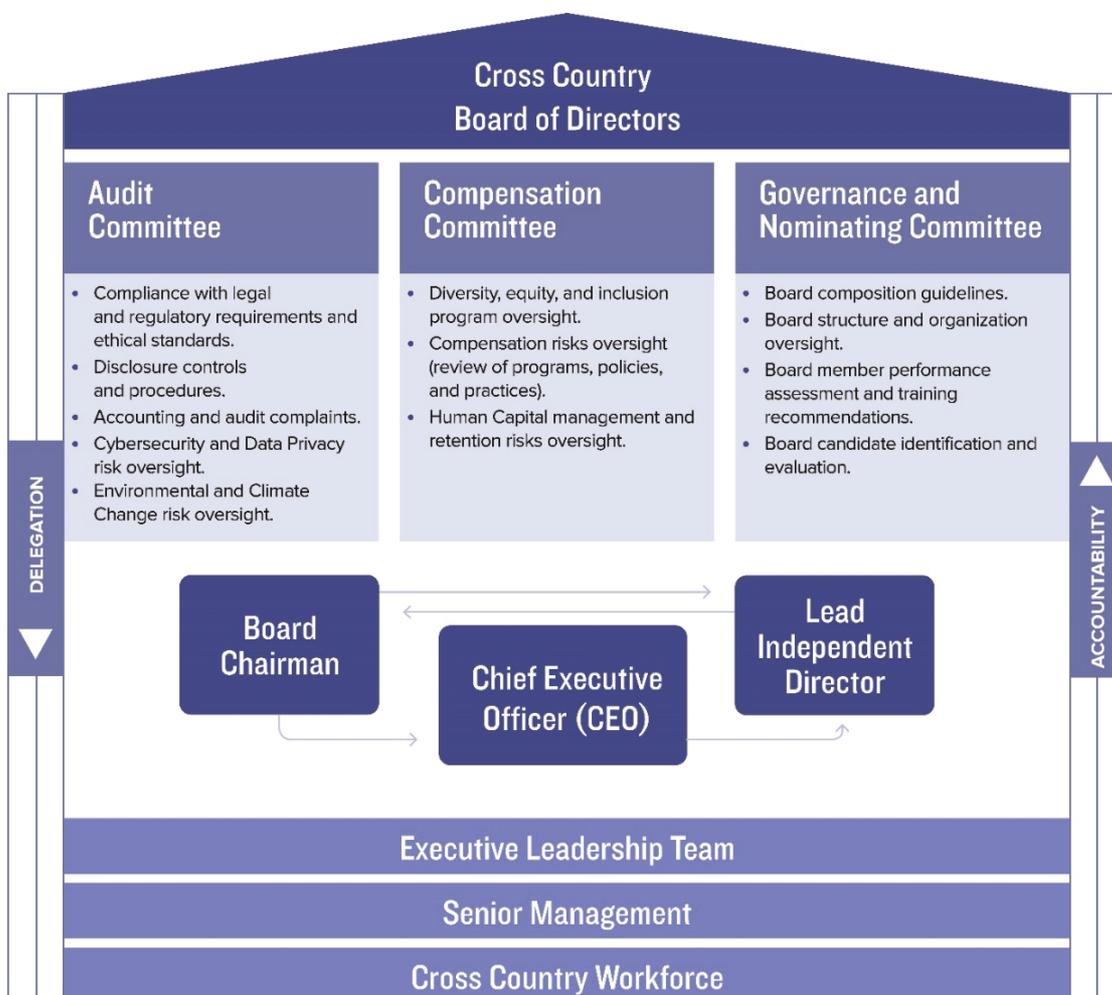
During the fiscal year ended December 31, 2023 (“Fiscal 2023”), there were nine meetings of the Board. For Fiscal 2023, each director attended more than 85% of the aggregate of (i) the total number of meetings of the Board and (ii) the total number of meetings held by all committees on which he or she served (for the period that such director served on the Board and/or committee during Fiscal 2023). All directors nominated for election to the Board were members of the Board for the entirety of Fiscal 2023. It is the practice of the Board to have the independent directors meet in an executive session at each meeting of the Board. While we do not have a formal policy, it is also our practice that all directors should attend the Annual Meeting of Stockholders. During the Board’s quarterly May meeting held in person, all directors attended the 2023 Annual Meeting of Stockholders which was held virtually.

Risk Oversight

The Board oversees executives’ management of risks that are most relevant to the Company. In this role, the Board is responsible for the overall supervision of our risk management activities, which occurs at both the full Board level and at the committee level.

Our Audit Committee also has the responsibility to, among other things, review with management the Company’s policies regarding major financial risk exposures and the steps management has taken to monitor and control such exposures. The Audit Committee also reviews with management the policies governing the process by which risk assessment and risk management are undertaken and has oversight for the effectiveness of management’s enterprise risk management process that monitors key business risks facing us, such as cybersecurity, artificial intelligence, data privacy, environmental, and climate risks, among others. In addition to our Audit Committee, the other committees of the Board consider the risks within their areas of responsibility. For example, the Compensation Committee assesses risk that could result from the structure and design of our executive compensation programs, our incentive compensation plans, director compensation, perquisites, compliance with the Sarbanes-Oxley Act of 2002 regarding prohibitions on loans to executive officers and directors, human capital management, and retention risks, among others. The

Governance and Nominating Committee evaluates risks with respect to, among other things, corporate governance matters, the structure of the Board, succession planning, and the background and suitability of director nominees. Additionally, the Board continually evaluates our risks related to cybersecurity, liquidity, operations, credit, regulatory compliance, and fiduciary risks, and the processes in place to monitor and control such exposures. Management also provides regular updates throughout the year to the respective committees regarding management of the risks that each committee oversees, and each of these committees report their findings to the full Board, including any areas of risk that require Board attention. Additionally, the full Board reviews our short- and long-term strategies, including consideration of risks facing us and the potential impact of such risks.



While the full Board has overall responsibility for risk oversight, the Board has delegated responsibility related to certain risks to its committees. The Board and management evaluated the risks most relevant to the Company and specifically identified certain topics as appropriate to be delegated to committees in order to provide more focus and oversight of these areas:

Key Topics Identified and Delegated to Committees	
Audit Committee	Compensation Committee
- Cybersecurity and Data Protection Risks	- Human Capital Management and Retention
- Environmental and Climate Risks	- Diversity, Equity, and Inclusion

Board Leadership Structure

Our Company is led by Mr. John A. Martins, who serves as our President and Chief Executive Officer. Our Board is currently comprised of Mr. Martins, our President and Chief Executive Officer, Mr. Clark, our former President and Chief Executive Officer, and six independent directors. Mr. Clark has served as the non-executive Chairman of the Board since April 2022, and Mr. Cash has served as the Lead Independent Director of the Board since 2019.

The Board has determined that our current Board leadership structure is appropriate and helps to ensure proper risk oversight for us for a number of reasons, the most significant of which are as follows:

- The Board determines the structure of the Board based on what it believes is in the best interest of the Company and its stockholders at any given time. While the Company does not maintain a policy to separate the CEO and Chairman of the Board roles, the current Board structure separates the CEO and Chairman of the Board roles to allow the CEO to focus on running the day-to-day business of the Company.
- The Chairman of our Board presides over the Board meetings, consults with our Lead Independent Director, other Board members, and the CEO to create and approve appropriate agendas for Board meetings and determine the appropriate time allocated to each agenda item in discussion of our short and long-term objectives and serves as the primary interface between management and the Board. The CEO consults with the Chairman and Lead Independent Director on relevant concerns of the Board members and recommends oral reports by senior executives to continually keep the Board informed on the Company's operations, risks, and overall performance.
- Our Lead Independent Director serves as an independent liaison for the Chairman of the Board, Board members, and the Company's stakeholders. Our Lead Independent Director supports the Chairman of the Board and monitors the relationship between the CEO and Chairman of the Board. Our Lead Independent Director also presides over independent director executive sessions and works with the CEO and Chairman of the Board to ensure Board agendas cover topics of interest or concerns to independent directors.
- Members of our Board are kept informed of our business by various documents sent to the directors before each meeting and as otherwise requested, as well as through oral reports made to the directors during Board meetings by our CEO, CFO, and other senior executives.
- Our Board structure provides strong oversight by independent directors, who regularly meet in executive session without management present. The Board is advised of all actions taken by the various committees of the Board and has full access to all of our books, records, and reports.

Members of the Board have direct access to the management team and those individuals are available at all times to answer questions from Board members. Our Board has extensive management experience in business and, in particular, the healthcare industry in which we operate. The continuity and tenure of our Board provides a valuable source of institutional knowledge.

HOW YOU CAN COMMUNICATE WITH US

Stockholder Engagement

We believe that effective corporate governance includes year-round engagement with our stockholders and other stakeholders. We meet regularly with our stockholders, including both large and small investors, to discuss business strategy, performance, compensation philosophy, corporate governance, and environmental and social topics. In a typical year, we will engage with dozens of stockholders, including our largest stockholders, two to three times per year. This stockholder outreach is complementary to the hundreds

of touchpoints our Investor Relations team has with stockholders each year. We also conduct an institutional stockholder outreach program during the year to discuss social, governance, and environmental matters. We find it beneficial to have ongoing dialogue with our stockholders throughout the year on a full range of investor priorities in order to receive feedback, instead of engaging with stockholders only prior to our annual meeting on issues to be voted on in the proxy statement.

Depending on the circumstances, our Chairman, Lead Independent Director, or other independent directors may engage in these conversations with stockholders as well. Our direct engagement with stockholders helps us better understand our stockholders' priorities, perspectives, and issues of concern, while giving us an opportunity to elaborate on our many initiatives and practices and to address the extent to which various aspects of these matters are, or are not significant, given the scope and nature of our operations and our existing practices. We take insights from this feedback into consideration and regularly share such insights with our Board as we review and evolve our practices and disclosures.

Our Board casts a wide net for information to inform its deliberations, oversight, and decision making. Our Board values regular input from investors and other stakeholders who have a shared financial interest in the Company. Our Board has created a number of ways for investors and other stakeholders to provide input, including:

- Attending the Annual Meeting of Stockholders and submitting questions to be addressed during the meeting;
- Attending quarterly earnings calls, investor conferences, and other similar opportunities;
- Calling our toll-free number, 1-800-354-7197;
- Sending an email to an individual director, a committee, or the full Board at governance@crosscountry.com;
- Mailing a letter to us at 6551 Park of Commerce Blvd, Boca Raton, Florida 33487 Attn: General Counsel; or
- Requesting a stockholder engagement meeting via one of the means outlined above.

All such communications will be forwarded directly to the Board or any individual director or committee of the Board, as applicable.

NON-EMPLOYEE DIRECTOR COMPENSATION

Annually, the Compensation Committee evaluates the Company's non-employee director compensation design, competitiveness and effectiveness, to help ensure that the director compensation program continues to facilitate the attraction and retention of highly qualified Board members. During Fiscal 2022, the Compensation Committee engaged Pearl Meyer & Partners, LLC ("Pearl Meyer") to review the competitiveness of our non-employee director compensation program relative to industry peers and other comparably-sized organizations and provide recommendations as deemed appropriate. The industry peer groups used in these periodic market studies are the same peer groups used to assess pay competitiveness for named executive officers. Following the Fiscal 2022 analysis, and effective in June 2023, the Compensation Committee did not make any changes to cash retainers for Board and committee service, but approved an increase from \$125,000 to \$150,000 for the annual equity grant value in order to position total compensation more in line with 50th percentile market values for industry peers. The non-employee director stock ownership requirement remains at three times the Board cash retainer value. The Compensation Committee annually reviews the independence of Pearl Meyer. Pearl Meyer does not perform any additional services for the Company other than its compensation consulting services to the Compensation Committee and is deemed to be independent under relevant stock exchange standards.

Cash Compensation

In Fiscal 2023, our independent directors were awarded cash fees based on the schedule set forth below, payable on a quarterly basis. Only non-employee directors receive compensation for their services as directors. Compensation for Mr. Martins, our current President and Chief Executive Officer, is reflected in the Summary Compensation Table and discussed within “Compensation Discussion and Analysis” below.

Board Cash Retainer	\$75,000
Chairman of Board Service	\$85,000
Audit Committee Chairperson Service	\$25,000
Compensation Committee Chairperson Service	\$15,000
Governance and Nominating Committee Chairperson Service	\$12,250
Lead Independent Director Service	\$25,000

Consistent with historic practice, no payments were made for non-chairperson committee member services in Fiscal 2023.

Equity Compensation

During Fiscal 2023, Messrs. Clark, Cash, Allen, Bhamidipati, and Perlberg and Meses. Fitzgerald and Nevin each received a grant of restricted shares of Common Stock on June 1, 2023, under the Company’s Cross Country Healthcare, Inc. 2020 Omnibus Incentive Plan (the “2020 Omnibus Incentive Plan”). Each such grant consisted of a number of shares of restricted Common Stock equal to approximately \$150,000, based on the closing price of our Common Stock on the date of grant. The vesting period for the restricted shares granted to directors is one year, which aligns with the Company’s annual Board term.

Travel Reimbursement

All independent directors are reimbursed for the reasonable travel expenses they incur in attending meetings of the Board or Board committees.

Stock Ownership Requirement

Non-employee directors are required to hold an amount of the Company’s Common Stock equal to three times the annual Board cash retainer of \$75,000, which amount may be accumulated over five years. Unvested restricted shares and indirectly owned shares are included in determining whether the threshold has been achieved. As of April 1, 2024, all current directors are in compliance, or on track to gain compliance within his or her respective five-year grace period, with our stock ownership guidelines.

2023 DIRECTOR COMPENSATION TABLE

The following table provides compensation information for our non-employee directors for Fiscal 2023.

Name	Fees Earned or Paid in Cash \$(1)	Stock Awards \$(2) (3)	Total (\$)
Dwayne Allen	87,500	200,000	287,500
Venkat Bhamidipati	81,250	150,000	231,250
W. Larry Cash	118,750	150,000	268,750
Kevin C. Clark	160,000	150,000	310,000
Thomas C. Dircks	18,750	—	18,750
Gale Fitzgerald	87,252	150,000	237,252
Janice E. Nevin, M.D., MPH	75,000	150,000	225,000
Mark Perlberg, JD	90,000	150,000	240,000

- (1) Mr. Dircks was not nominated to stand for re-election at the 2023 Annual Meeting; he received one quarterly cash payment totaling \$18,750 in 2023 prior to his departure.
- (2) Amounts in this column reflect the aggregate grant date fair value of awards of restricted stock granted under our 2020 Omnibus Incentive Plan and computed in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 718, Compensation-Stock Compensation (“ASC Topic 718”). The assumptions used in determining the amounts in this column are set forth in Note 14 to our consolidated financial statements in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 filed with the SEC on February 22, 2024. The restricted stock was granted on June 1, 2023 with a grant date fair value per share of \$25.81. Mr. Allen was also granted a pro-rated number of shares of Common Stock on January 3, 2023 when he joined the Board, with a grant date fair value per share of \$27.19. All awards will vest on the first anniversary of such award’s grant date. Based on a grant date fair value of approximately \$150,000 and \$50,000, respectively, the actual number of shares of restricted stock granted to each director was 5,812 shares, and an additional 1,916 shares for Mr. Allen. Mr. Dircks did not receive equity awards in 2023.
- (3) Aggregate restricted shares outstanding as of December 31, 2023 for each director were as follows: Dwayne Allen: 7,728; Venkat Bhamidipati: 5,812; W. Larry Cash: 5,812; Kevin C. Clark: 5,812; Gale Fitzgerald: 5,812; Janice E. Nevin: 5,812; and Mark Perlberg: 5,812.

OUR COMPANY

WHAT WE DO

Cross Country Healthcare is a tech-enabled business that finds the right people at the right time in the right capacities to work at thousands of entities that need qualified healthcare or educational talent and provides those individuals with optimal flexibility, compensation, and support.

Among others, we create opportunities for:

- Registered Nurses (RN)
- Licensed Practical Nurses (LPN/LVN)
- Certified Nursing Assistants (CNA)
- Physicians (MD)
- Advanced Practitioners (AP) (e.g., Nurse Practitioners, Physician Assistants, Medical Assistants)
- Allied Health professionals in roles such as:
 - Diagnostic Imaging
 - Rehabilitation
 - Medical Laboratory
 - Respiratory
 - Pharmacy
 - Social Worker
 - Dental
- Educational roles, including:
 - Speech Language Therapists
 - Physical Therapists
 - Teachers
 - Substitute Teachers
- Non-clinical health care roles, including:
 - Health Information Management
 - Administrative/Clerical
 - Dietary
 - Medical Billers/Medical Coders
 - Environmental Services

Our clients operate in diverse settings, such as:

- Ambulatory Care Facilities
- Correctional Facilities
- Home Health Services
- Hospice Care Services
- Hospitals
- Insurance Companies
- Long-Term Care/Skilled Nursing Facilities
- Physician Practices
- School Systems
- Urgent Care Centers

We use an array of digital and advanced management platforms (including Intellify[®], our proprietary vendor management technology), databases, and solutions to provide these services and enable the people we place to find employment in their preferred formats, including full- and part-time work, per-diem arrangements, contract and travel roles, and other evolving models reshaping the nature of work globally.

WHO WE ARE

Although we harness the power of advanced digital and management solutions, we are fundamentally a company of people who find people to help people in need of health care. Although the law requires us to feature information about our Board and executive officers, we think of ourselves more holistically as a company of over 10,000 people, including approximately 2,300 corporate employees and an average of more than 10,800 full-time equivalent field employees, providing value via a variety of arrangements to over 4,000 facilities in all 50 states.

In addition to our President and Chief Executive Officer, John A. Martins, our corporate leadership currently includes:

Name	Age	Position
Susan E. Ball, JD, MBA, RN	60	EVP, Chief Administrative Officer, General Counsel and Secretary
William J. Burns, MBA, CPA	54	EVP, Chief Financial Officer
Cynthia A. Grieco	49	Vice President, Corporate Treasurer
Marc Krug, JD, MBA	56	Group President
Colin P. McDonald, MS	56	Chief Human Resources Officer
Karen Mote	59	President, Cross Country Locums
Phillip Noe	53	Chief Information Officer
James V. Redd III, MBA, CPA	54	Chief Accounting Officer

	<p>Formerly:</p> <ul style="list-style-type: none"> • Corporate Counsel, Cross Country Healthcare, Inc. (2002 - 2004) • Attorney at Gunster, Yoakley & Stewart, P.A. (1998 - 2002) • Attorney at Skadden, Arps, Slate, Meagher and Flom LLP (NY) (1996 - 1998) • Registered nurse <p>Education:</p> <ul style="list-style-type: none"> • MBA, Florida Atlantic University • JD, New York Law School • BS, The Ohio State University
<p>SUSAN E. BALL, 60 Executive Vice President, Chief Administrative Officer, General Counsel and Secretary <i>Joined Company in 2002</i></p>	

 <p>WILLIAM J. BURNS, 54 Executive Vice President, Chief Financial Officer <i>Joined Company in 2014</i></p>	<p>Formerly:</p> <ul style="list-style-type: none">• Chief Operating Officer, Cross Country Healthcare, Inc. (2018 - 2019)• Chief Financial Officer, Cross Country Healthcare, Inc. (2014 - 2018)• Group Vice President and Corporate Controller, Gartner, Inc. (2008 - 2014)• Chief Accounting Officer, CA Technologies, Inc. (2006 -2008)• Various accounting and finance roles, Time Warner, Coty, Inc., Honeywell, and Adecco North America (1995 - 2006)• Auditor and Senior Auditor, Deloitte & Touche, LLC (1992 -1995) <p>Education:</p> <ul style="list-style-type: none">• MBA, New York University Stern School of Business• BA, Queens College• Certified Public Accountant
 <p>CYNTHIA A. GRIECO, 49 Vice President, Corporate Treasurer <i>Joined Company in 2016</i></p>	<p>Formerly:</p> <ul style="list-style-type: none">• Vice President, Treasury Operations, Cross Country Healthcare, Inc. (2018 - 2022)• Senior Director, Assistant Treasurer, Cross Country Healthcare, Inc. (2017 - 2018)• Director, Treasury Operations, Cross Country Healthcare, Inc. (2016 - 2017)• Various treasury positions, JM Family Enterprises (2001 - 2015) <p>Education:</p> <ul style="list-style-type: none">• BBA, Florida Atlantic University

 <p>MARC KRUG, 56 Group President <i>Joined Company in 2017</i></p>	<p>Formerly:</p> <ul style="list-style-type: none">• Division President, Travel, Cross Country Healthcare, Inc. (2021 - 2022)• Division President Travel and Local, Cross Country Healthcare, Inc. (2021)• Senior Vice President, Travel Nurse and Allied Delivery, Cross Country Healthcare, Inc. (2020 - 2021)• Senior Vice President, Travel Allied, Cross Country Healthcare, Inc. (2018 - 2020)• Vice President, Allied, Cross Country Healthcare, Inc. (2017 - 2018)• President, Jackson Therapy Partners (January 2016 - November 2016)• Executive Vice President, Noor Staffing Group (2011 - 2015)• Attorney in Massachusetts <p>Education:</p> <ul style="list-style-type: none">• MBA, Boston College Carroll School of Management• JD, New England School of Law• BA, University of Massachusetts
 <p>COLIN MCDONALD, 56 Chief Human Resources Officer <i>Joined Company in 2014</i></p>	<p>Formerly:</p> <ul style="list-style-type: none">• Senior Vice President, Human Resources, Cross Country Healthcare, Inc. (2020 - 2022)• Vice President, Human Resources & Labor Relations, Cross Country Healthcare, Inc. (2014 - 2020)• Various human resources roles at Carnival Cruise Lines, RandCol Staffing and Citrix <p>Education:</p> <ul style="list-style-type: none">• MS, Mercy College• BA, State University of New York at New Paltz

 <p>KAREN MOTE, 59 President, Cross Country Locums <i>Joined Company in 2002</i></p>	<p>Formerly:</p> <ul style="list-style-type: none">• Vice President, Cross Country Advanced Practice (2015 - 2019)• Director, Cross Country Advanced Practice (2009 - 2014)• Director, Medical Doctor Associates (2008 - 2009)• Manager, Medical Doctor Associates (2001 - 2008)• Staffing Consultant, Medical Doctor Associates (1998 - 2001) <p>Education:</p> <ul style="list-style-type: none">• Clinical Laboratory Degree, North Georgia Technical College
 <p>PHIL NOE, 53 Chief Information Officer <i>Joined Company in 2021</i></p>	<p>Formerly:</p> <ul style="list-style-type: none">• Chief Information Officer, Vaco, LLC (2018 - 2021)• Chief Information Officer, Adecco Group, NA (2013 - 2018) <p>Education:</p> <ul style="list-style-type: none">• Master of Health Administration and Master of Information Management, Washington University• BS, University of Florida



JAMES V. REDD III,
54
Chief Accounting Officer
Joined Company in 2017

Formerly:

- Senior Vice President, Corporate Controller, Cross Country Healthcare, Inc. (2021 - 2022)
- Vice President, Assistant Corporate Controller, Cross Country Healthcare, Inc. (2017 - 2021)
- Assistant Controller, Vision Group Holdings (2016 - 2017)
- Accounting, SOX Compliance and SEC Reporting, Tyco and ADT (2011 - 2016)
- Deloitte and Touche, Audit and Assurance (2005 - 2011)

Education:

- MBA, Florida Atlantic University
- Bachelor of Science, Randolph Macon College
- Certified Public Accountant

HOW WE DO WHAT WE DO

As a company that finds people to fill roles in which they care for other human beings, we ourselves have to be attentive to how we recruit, educate, train, enable, support, inspire, and protect our own employees. Here are examples of some of the ways we try to do these things (all information is as of December 31, 2023):

- We protect employees' freedom of association
- We administer a human rights policy aligned with the International Labor Organization's Declaration of Human Rights and the United Nations Guiding Principles on Human Rights
- We do not tolerate discrimination or harassment
- Our programs and practices prioritize our employees' physical and mental health and safety
 - 24/7 hotline for injuries
 - Psychotherapist on call
 - Group therapy sessions monthly
 - Monthly webinars on health, safety, and well-being issues
- We administer a comprehensive diversity, equity, and inclusion policy
 - 33% of our executive and leadership teams self-identify as female
 - 62% of our Board self-identifies as diverse by gender, race, or ethnicity
 - 42% of our workforce self-identifies as non-white and 77% self-identifies as female
- We address employees' work-life needs with a rewards package including health, retirement, paid time off, family leave, and other benefits, pursuant to applicable law
- Our philosophy is for corporate employees to work where and how they are most productive:
 - Remote environment or at an office
 - Flexible scheduling arrangements
 - Job sharing
- We maintain a wide array of fitness and other programs to enhance employee health and well-being in an era in which health-care professional burnout is a major risk
- We offer an array of in-person and digital education, training, and advancement opportunities
- We support our communities through numerous volunteer programs, charitable giving, and other programs, including partnerships with dozens of NGOs and professional organizations.

HOW WE DID

2023 FINANCIAL HIGHLIGHTS	OTHER 2023 HIGHLIGHTS
<ul style="list-style-type: none"> Fiscal 2023 revenue above \$2.0 billion 	<ul style="list-style-type: none"> Added a new director to the Board with deep technology experience
<ul style="list-style-type: none"> Fiscal 2023 Adjusted EBITDA of \$144.4 million 	<ul style="list-style-type: none"> Strengthened oversight of key risk topics
<ul style="list-style-type: none"> Fiscal 2023 Adjusted EBITDA margin of 7.2% 	<ul style="list-style-type: none"> Completed a cybersecurity tabletop exercise facilitated by a third party
<ul style="list-style-type: none"> Strong Fiscal 2023 cash flow of \$248.5 million 	<ul style="list-style-type: none"> Approved the replenishment of our stock repurchase program to \$100 million
<ul style="list-style-type: none"> Repurchased 2.34 million shares of Common Stock for \$57.6 million in Fiscal 2023 	<ul style="list-style-type: none"> During Fiscal 2023, rolled out our vendor management system, Intellify[®], and launched the Xperience[™] app
<ul style="list-style-type: none"> Paid off our term loan - no outstanding long-term debt 	
<ul style="list-style-type: none"> 2023 fourth quarter revenue exceeded guidance, Adjusted EBITDA and Adjusted EPS were within guidance ranges 	
<ul style="list-style-type: none"> Physician Staffing and Education experienced annual double-digit revenue growth 	

Adjusted EBITDA and Adjusted EPS in the above table are non-GAAP financial measures. See Annex A of this Proxy Statement for a reconciliation of non-GAAP financial measures to our results as reported under GAAP.

RELATED PARTY TRANSACTIONS

The Company documents its processes and controls surrounding the validity, accuracy, and completeness of related party transactions. We compile related party listings which management discusses during quarterly disclosure committee meetings. Accounting teams review general ledger and sub-ledger transactions based on the listings to identify and quantify related party transactions. Contracts associated with related party transactions are sent to our General Counsel, who discusses the contracts with the Chief Executive Officer and the Chief Financial Officer for further action. The Company has deemed it reasonable to establish a \$0 threshold and to disclose all related party transactions, defined as those transactions between the Company and any “related party” as defined under applicable SEC regulations.

On an ongoing basis, the Audit Committee reviews all related party transactions, if any, for potential conflicts of interest. All such transactions must be approved by the Audit Committee.

The following summarizes all of the related party transactions for Fiscal 2023. All of the below transactions were approved in advance by the Audit Committee.

- Mark Fortunato is employed by Cross Country Healthcare, Inc. as Vice President of Corporate Development. He is the son-in-law of Kevin C. Clark, former President and Chief Executive Officer and current Chairman of the Board. In 2023, Mr. Fortunato's compensation and benefits were comparable to those generally available to similarly situated employees.
- The Company transacts business with Recruitics, a company which provides digital marketing services and is related to Mr. Clark, former CEO and current Chairman of the Board. Expenses paid to this firm in Fiscal 2023 were \$478,000.
- The Company provided services in the amount of \$1,224,347 to ChristianaCare, a network of non-profit hospitals. Dr. Janice E. Nevin, a non-employee director of the Company, is President and Chief Executive Officer of ChristianaCare.

The Company's Code of Conduct, which is signed by all employees on an annual basis, requires that all employees avoid any conflict, or the appearance of a conflict, between an individual's personal interests and the interests of the Company, and must disclose any such conflicts to the Company. Members of the Board and the Company's executive officers are each required to complete an annual questionnaire which includes disclosure of any interests they have in companies which transact business with Cross Country or any of its affiliates.

OUR STOCKHOLDERS

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information, as of March 18, 2024, regarding the beneficial ownership of our Common Stock by each person who is known by us to be the beneficial owner of 5% or more of our Common Stock, each of our named executive officers, each of our directors and director nominees, and all directors and executive officers as a group. The number of shares of Common Stock beneficially owned includes shares of Common Stock such individual or group has the right to acquire within 60 days of March 18, 2024. The percentages in the last column are based on 34,677,359 shares of Common Stock outstanding on March 18, 2024, plus the number of shares of Common Stock deemed to be beneficially owned by such individual or group pursuant to Rule 13d-3(d)(1) of the Exchange Act. In each case, except as otherwise indicated in the footnotes to the table, the shares shown in the second column are owned directly by the individual or members of the group named in the first column and such individual or group members have sole voting and dispositive power with respect to the shares shown. For purposes of this table, beneficial ownership is determined in accordance with federal securities laws and regulations. Persons shown in the table disclaim beneficial ownership of all securities not held by such persons directly and inclusion in the table of shares not owned directly by such persons does not constitute an admission that such shares are beneficially owned by the director or officer for purposes of Section 16 of the Exchange Act or any other purpose.

Name	Number of Shares of Common Stock Beneficially Owned	Percentage of Outstanding Common Stock Owned
BlackRock Inc. 50 Hudson Yards New York, NY 10001	6,006,414 ^(a)	17.3%
The Vanguard Group 100 Vanguard Blvd. Malvern, PA 19355	2,505,906 ^(b)	7.2%
Pacer Advisors, Inc. 500 Chesterfield Parkway Malvern, PA 19355	2,489,580 ^(c)	7.2%
Dimensional Fund Advisors LP 6300 Bee Cave Road, Building One Austin, TX 78746	2,256,832 ^(d)	6.5%
Wasatch Advisors LP 505 Wakara Way Salt Lake City, UT 84108	2,193,604 ^(e)	6.3%
Principal Global Investors, LLC 801 Grand Avenue Des Moines, IA 50392	1,966,946 ^(f)	5.7%
Dwayne Allen	7,020 ^(g)	*
Susan E. Ball	159,024 ^(h)	*
Venkat Bhamidipati	6,978 ⁽ⁱ⁾	*
William J. Burns	217,698 ^(j)	*
W. Larry Cash	183,711 ^(k)	*
Kevin C. Clark	620,465 ^(l)	1.8%
Gale Fitzgerald	165,648 ^(m)	*
Marc S. Krug	39,387 ⁽ⁿ⁾	*
John A. Martins	99,353 ^(o)	*
Janice E. Nevin, M.D., MPH	25,835 ^(p)	*
Mark Perlberg, JD	84,636 ^(q)	*
Daniel J. White	17,568 ^(r)	*
All directors and executive officers as a group (17 individuals)	1,713,303 ^(s)	4.9%



* Less than 1%

- (a) The information regarding the beneficial ownership of shares by BlackRock, Inc. was obtained from the amendment to Schedule 13G filed with the SEC on January 22, 2024. Such statement disclosed that BlackRock, Inc. has sole voting power of 5,864,588 shares and has sole dispositive power of 6,006,414 shares.
- (b) The information regarding the beneficial ownership of shares by The Vanguard Group was obtained from the amendment to Schedule 13G filed with the SEC on February 13, 2024. Such statement disclosed that The Vanguard Group possesses shared voting power over 43,408 shares, sole dispositive power over 2,432,139 shares, and shared dispositive power over 73,767 shares.
- (c) The information regarding the beneficial ownership of shares by Pacer Advisors, Inc. was obtained from the Form 13F filed with the SEC on January 8, 2024. Such statement disclosed that Pacer Advisors, Inc. possesses sole voting power over 2,489,580 shares.
- (d) The information regarding the beneficial ownership of shares by Dimensional Fund Advisors LP was obtained from the Schedule 13G filed with the SEC on February 14, 2024. Such statement disclosed that Dimensional Fund Advisors LP possesses sole voting power over 2,212,525 shares and sole dispositive power over 2,256,832 shares.
- (e) The information regarding the beneficial ownership of shares by Wasatch Advisors LP was obtained from the Schedule 13G filed with the SEC on February 9, 2024. Such statement disclosed that Wasatch Advisor LP possesses sole voting power over 2,193,604 shares and sole dispositive power over 2,193,604 shares.
- (f) The information regarding the beneficial ownership of shares by Principal Global Investors, LLC was obtained from the Schedule 13G filed with the SEC on February 9, 2024. Such statement disclosed that Principal Global Investors, LLC possesses shared voting power of 1,966,946 shares and shared dispositive power over 1,966,946 shares.
- (g) Includes 5,812 shares of Restricted Stock.
- (h) Includes 29,183 shares of Restricted Stock.
- (i) Includes 5,812 shares of Restricted Stock.
- (j) Includes 42,554 shares of Restricted Stock.
- (k) Includes 5,812 shares of Restricted Stock.
- (l) Includes 45,164 shares of Restricted Stock.
- (m) Includes 5,812 shares of Restricted Stock.
- (n) Includes 20,062 shares of Restricted Stock.
- (o) Includes 81,800 shares of Restricted Stock.
- (p) Includes 5,812 shares of Restricted Stock.
- (q) Includes 5,812 shares of Restricted Stock.
- (r) Includes 15,509 shares of Restricted Stock.
- (s) A Form 4 for one of our unnamed executive officers was filed late due to an administrative error.

AUDIT MATTERS

REPORT OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS

The Audit Committee oversees the Company's financial reporting process on behalf of the Board, including the Company's internal controls, the quality of its financial reporting, and the independence and performance of the Company's independent registered public accounting firm. The Board has adopted a written charter for the Audit Committee, a copy of which is available on our website at www.crosscountryhealthcare.com.

Management has the primary responsibility for the Company's financial statements and the overall reporting process, including the Company's system of internal controls. The Company's independent registered public accounting firm audits the annual financial statements prepared by management, expresses an opinion as to whether those financial statements fairly present the consolidated financial position, results of operations, and cash flows of the Company and its subsidiaries in conformity with U.S. generally accepted accounting principles, as well as expresses an opinion on the effectiveness of internal control over financial reporting, and discusses with us any issues they believe should be raised with us.

The Audit Committee reviewed the Company's unaudited financial statements for each calendar quarter of 2023, as well as the Company's audited financial statements for Fiscal 2023, and reviewed and discussed the financial statements with management and Deloitte & Touche LLP ("D&T"), the Company's independent registered public accounting firm. Management has represented to us that the financial statements were prepared in accordance with U.S. generally accepted accounting principles.

We have received from D&T the written disclosures and the letter required by the applicable rules and standards of the Public Company Accounting Oversight Board ("PCAOB") and discussed with D&T its independence from the Company and its management. The Audit Committee also discussed with D&T any matters required to be discussed by the applicable rules and standards of PCAOB.

Based on these reviews and discussions, the Audit Committee recommended to the Board that the Company's audited consolidated financial statements be included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

THE AUDIT COMMITTEE
W. Larry Cash, Chairperson
Dwayne Allen, Member
Venkat Bhamidipati, Member
Janice E. Nevin, M.D., MPH, Member

THIS REPORT IS NOT SOLICITING MATERIAL, IS NOT DEEMED TO BE FILED WITH THE SEC, AND IS NOT TO BE INCORPORATED BY REFERENCE IN ANY FILING OF THE COMPANY UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, WHETHER MADE BEFORE OR AFTER THE DATE HEREOF AND IRRESPECTIVE OF ANY GENERAL INCORPORATION LANGUAGE IN ANY SUCH FILING.

AUDIT FEES

D&T's fees for services rendered during the fiscal years ended December 31, 2023 and December 31, 2022 are set forth below.

	2023	2022
Audit Fees	\$1,672,878	\$1,626,532
Audit-Related Fees	158,965	135,000
Tax Fees	50,000	59,250
All Other Fees	<u>1,895</u>	<u>1,895</u>
Total	<u>\$1,883,738</u>	<u>\$1,822,677</u>

Audit Fees consist of the fees billed for professional services rendered in connection with our annual audit and review of the financial statements included in our quarterly reports and services that are provided in connection with statutory and regulatory filings or engagements. Audit Fees for 2023 and 2022 included three quarterly reviews for each year. This category also includes fees for comfort letters, consents, assistance with and review of documents filed with the SEC, Section 404 attestation services, work done by tax professionals in connection with the audit or quarterly review, and accounting consultations billed as audit services, as well as other accounting and financial reporting consultation and research work necessary to comply with generally accepted auditing standards.

Audit-Related Fees consist of the fees for assurance and related services, including due diligence services related to mergers and acquisitions, that are reasonably related to the performance of the audit and review of our financial statements and are not reported under Audit Fees.

Tax Fees consist of services rendered for tax compliance, advice, and planning.

All Other Fees consist of subscription fees for D&T's accounting research tool.

All of the fees described above were approved by the Audit Committee or the Chairperson of the Audit Committee in advance, as allowed by the Audit Committee charter. The Audit Committee has considered, and is satisfied that, the provision of the services provided by D&T represented under the headings "Audit-Related Fees," "Tax Fees," and "All Other Fees" is compatible with maintaining the principal accountant's independence.

POLICY ON AUDIT COMMITTEE PRE-APPROVAL OF AUDIT AND NON-AUDIT SERVICES OF THE INDEPENDENT REGISTERED ACCOUNTING FIRM

It is the Company's policy that the Audit Committee pre-approve all audit and non-audit services provided by the independent registered public accounting firm. These services may include audit services, audit-related services, tax services, and other services. The Audit Committee will consider annually and, if appropriate, approve the scope of the audit services to be performed during the fiscal year. The Chairperson of the Audit Committee has been vested with the authority to approve or pre-approve services to be provided by the independent auditors when expedition of services is necessary, provided that the Chairperson reports any approval or pre-approval decisions to the Audit Committee at its next scheduled meeting.

The Audit Committee is prohibited from delegating its responsibility to pre-approve services of the independent auditor to management. None of the services of the independent auditors were approved by the Audit Committee pursuant to a waiver of the SEC's rules regarding pre-approval.

COMPENSATION DISCUSSION AND ANALYSIS

This Compensation Discussion and Analysis is designed to provide our stockholders with a clear understanding of our compensation philosophy and objectives, compensation-setting process, and the compensation paid to our named executive officers, or NEOs, in Fiscal 2023. As discussed in Proposal No. 3, we are conducting a say-on-pay vote this year that requests your approval, on an advisory basis, of the 2023 compensation of our NEOs as described in this section and in the tables and accompanying narrative.

Our NEOs for Fiscal 2023, which consist of our principal executive officer, our principal financial officer, and our three other most highly compensated executive officers, are:

<u>Name</u>	<u>Position</u>
John A. Martins	President and Chief Executive Officer
William J. Burns, MBA, CPA	EVP, Chief Financial Officer
Susan E. Ball, JD, MBA, RN	EVP, Chief Administrative Officer, General Counsel and Secretary
Marc Krug, JD, MBA	Group President
Daniel J. White	Former Chief Commercial Officer

COMPENSATION PHILOSOPHY AND OBJECTIVES

What we do	What we don't do
<ul style="list-style-type: none"> ☑ Majority of compensation is incentive-based and at-risk, with a significant portion tied to Company performance 	<ul style="list-style-type: none"> X No guaranteed incentive payments
<ul style="list-style-type: none"> ☑ Engage independent compensation consultants 	<ul style="list-style-type: none"> X No 280G excise tax gross-ups
<ul style="list-style-type: none"> ☑ Engage in peer group benchmarking to ensure NEO target pay remains competitive and within reasonable levels 	<ul style="list-style-type: none"> X No supplemental executive pension or retirement plans
<ul style="list-style-type: none"> ☑ Due diligence in setting compensation targets and goals to tie incentives to multiple performance metrics over multiple time horizons, with capped award opportunities 	<ul style="list-style-type: none"> X No option repricing
<ul style="list-style-type: none"> ☑ Periodically assess the compensation programs to ensure that they are not reasonably likely to incentivize employee behavior that would result in any material adverse risks to the Company 	<ul style="list-style-type: none"> X Limited perquisites
<ul style="list-style-type: none"> ☑ Severance payments require double-trigger in the event of change in control 	<ul style="list-style-type: none"> X No pledging and no hedging
<ul style="list-style-type: none"> ☑ Maintain policy allowing for recoupment of equity and cash incentive payments in the event of a qualifying restatement 	
<ul style="list-style-type: none"> ☑ Stock ownership guidelines: Chief Executive Officer (CEO) (3x base salary) and other senior executives (1x base salary), to be accumulated over three years 	

The philosophy of our executive compensation program is to align pay with performance and key strategic objectives, keep overall compensation competitive, and ensure that we can recruit, motivate, and retain high quality executive officers. Accordingly, our NEOs' compensation is heavily weighted toward compensation that is performance-based and/or equity-based. Our NEO compensation design for Fiscal 2023 reflects this commitment, as do incentive award funding outcomes, with short-term incentive payouts well below target for Fiscal 2023 and performance shares slightly above target for the three-year measurement period ending December 31, 2023.

The Compensation Committee structured the Fiscal 2023 executive compensation program with the goal of ensuring that total direct compensation levels were sufficiently competitive to attract, motivate, and retain high quality executives, that performance-based, "at-risk" incentive compensation was a substantial portion of total compensation opportunities, and that long-term incentive compensation aligned NEOs' interests with our stockholders' interests to create long-term stockholder value. The Compensation Committee structured Fiscal 2023 long-term incentives with the goals of retaining key NEOs and linking a meaningful portion of NEO total compensation opportunities to longer-term sustainable performance and value creation. In addition, the Compensation Committee also designed equity-based incentive compensation to reinforce the Company's near-term and longer-term strategic objectives and to provide NEOs with the opportunity to acquire a stake in our growth and prosperity. The executive compensation program was also structured to incentivize and reward NEOs for making sound business decisions, developing a high performance team environment, accomplishing strategic and operational objectives, and increasing stockholder value, all of which we believe are essential to improving our financial performance and creating success.

Our NEOs' compensation for Fiscal 2023 consisted of a base salary, an annual cash incentive (or bonus) and long-term equity awards, 50% of which were time-based restricted share awards that vest over three years and 50% of which were performance-based share awards. In Fiscal 2023, the performance-based restricted share awards were based on two performance metrics: (i) three-year cumulative Adjusted EBITDA (a non-GAAP financial measure) (weighted 75%) and (ii) three-year cumulative Adjusted EPS (a non-GAAP financial measure) (weighted 25%). See Annex A of this Proxy Statement for a reconciliation of non-GAAP financial measures to our results as reported under GAAP.

For Fiscal 2023, 79% of target total direct compensation for our CEO, and an average of 67% of target total direct compensation for our other NEOs was performance-based or equity-based. We do not provide defined benefit pension, supplemental retirement benefits, or executive perquisites to our NEOs, as they are not tied to performance.

The three principles of our compensation philosophy are as follows:

PRINCIPLE	RATIONALE
<p><i>Total direct compensation levels should be competitive to attract, motivate, and retain the highest quality executives</i></p>	<p>Our Compensation Committee seeks to establish total direct compensation targets (base salary, short-term incentives, and long-term incentives) at or near the 50th percentile (or median) of our 2023 Peer Group (as defined below) and based on market data of companies of like size, thereby providing our NEOs with the opportunity to be competitively rewarded for our financial, operational, and stock price growth. We believe paying at the 50th percentile is competitive and promotes employment engagement and high performance. It is also the Compensation Committee’s intention to set total executive compensation at sufficiently competitive levels to attract and retain strong, motivated leadership who will not only strive to meet and exceed our key operating and strategic objectives, but also demonstrate the utmost integrity in doing so.</p>
<p><i>Performance-based compensation should constitute a substantial portion of total compensation</i></p>	<p>We believe in a pay-for-performance culture, with a significant portion of total direct compensation being performance-based and/or “at-risk.” The performance of our NEOs, considered in light of general economic conditions and specific Company, industry, and competitive conditions, serves as the primary basis for determining our NEOs’ overall compensation. Accordingly, a portion of the compensation provided to our NEOs is tied to, and varies with, our financial and operational performance, as well as individual performance. We view our short- and long-term incentive components of the compensation program as being variable and “at-risk.” The Company grants performance-based share awards (PSAs) to tie a portion of executive compensation to specific longer-term financial performance goals and to focus management on maximizing stockholder value. Consistent with our pay for performance philosophy, the Compensation Committee determined that the 2023 PSAs would be weighted 50% of total target long-term incentive award opportunities for NEOs, with the remaining 50% provided in the form of time-based restricted stock tied to continued service over a three-year period to further enhance retention.</p>
<p><i>Long-term incentive compensation should align executives’ interests with our stockholders’ interests to further the creation of long-term stockholder value</i></p>	<p>Awards of equity-based compensation encourage NEOs to focus on our long-term growth and prospects and incentivize NEOs to manage the Company from the perspective of owners with a meaningful stake. Additionally, our equity-based compensation promotes retention by encouraging NEOs to remain with us for long and productive careers. Equity-based compensation also subjects our executives to market risks similar to the risks that our stockholders face. Our stock ownership guidelines further enhance the incentive for NEOs to create long-term stockholder value.</p>

Our compensation philosophy serves as the basis of the Compensation Committee's decisions regarding each of the following three components of pay, each of which is discussed below:

- base salary;
- short-term (annual) incentive compensation; and
- long-term (equity) compensation.

Consideration of Stockholder Advisory Vote

As part of its compensation setting process, the Compensation Committee also considers the results of the prior year's stockholder advisory vote, which provides useful feedback regarding the perceived effectiveness of our executive compensation program and the program's ability to align pay with performance and stockholder interests. For the twelfth straight year, our executive compensation program received substantial stockholder support and was approved, on an advisory basis, by 98.4 % of the votes cast at the 2023 Annual Meeting of Stockholders. As our Compensation Committee believes that the results of the vote reflected our stockholders' strong support of the compensation decisions made by the Compensation Committee, our Compensation Committee did not approve any significant changes to our NEOs' 2023 compensation program design.

DETERMINATION OF COMPENSATION

Role of the Compensation Committee

The Compensation Committee is composed solely of independent directors and is responsible for determining the compensation of our CEO and other NEOs. The Compensation Committee receives assistance from its independent compensation consultant, Pearl Meyer.

Our NEO compensation program is reviewed throughout the year and typically is approved annually during the first quarter, which coincides with the completion of our annual financial statement audit and release of annual earnings, as well as the approval of the budget for the then-current year. Award funding levels for any completed short-term and long-term incentive performance cycles are determined by the Compensation Committee and paid out, to the extent earned, during the first quarter of the following year. Current year target objectives are also established and any adjustments to base salaries are typically determined by the Compensation Committee during the first quarter.

When making NEO compensation decisions, the Compensation Committee takes many factors into account, including benchmarking, the NEO's individual performance, the financial and operational results of individual business units, our financial and operational results as a whole, the NEO's historical compensation, internal pay equity, and any retention concerns. As part of the process, the CEO provides the Compensation Committee with the CEO's assessment of the other NEOs' performance and other factors used in developing the CEO's recommendation for the other NEOs' compensation, including salary adjustments, cash incentives, and equity grant levels for the then-current year. In looking at historical compensation, the Compensation Committee considers the progression of salary increases over time, each NEO's actual versus planned performance and corresponding incentives earned, the potential realizable value of any outstanding equity grants, total overall compensation, and an evaluation of historical performance, overall economic outlook, and our stock performance. The Compensation Committee uses the same general factors in evaluating the CEO's performance and compensation as it uses for the other NEOs; provided, however, that the CEO does not participate in the assessment or compensation deliberations and decisions with respect to the CEO.

Upon receipt of the information discussed above, the Compensation Committee discusses proposed compensation decisions for the CEO and other NEOs. Pursuant to our Governance Guidelines, the Compensation Committee is required to approve annually the compensation goals and objectives for the

CEO and other NEOs and evaluate their performance in light of these goals before setting their salaries, bonus, and other incentive and equity compensation. The Compensation Committee works to ensure that each executive’s individual objectives are aligned with the business strategy, specific, measurable and set within an established timeframe. The Compensation Committee believes that maintaining the flexibility to make upward or downward adjustments to the various components of the NEOs’ compensation programs allows the Compensation Committee to appropriately provide incentives to individuals and ensures the alignment of the NEOs’ interests with those of our stockholders.

Role of Management

The CEO provided the Compensation Committee with the CEO’s assessment of the other NEOs’ performance and other factors used in developing the CEO’s recommendation for the other NEOs’ compensation, including salary adjustments, cash incentives and equity grant guidelines for the other NEOs’ compensation. After considering the CEO’s recommendations, the Compensation Committee made all decisions regarding the Fiscal 2023 compensation of our NEOs. The CEO did not participate in the assessment of or compensation deliberations and decisions with respect to the CEO.

Role of the Compensation Consultant

Annually, the Compensation Committee evaluates the Company’s executive compensation design, competitiveness, and effectiveness. Pearl Meyer assists the Compensation Committee with its evaluation by regularly participating in meetings and periodically conducting external market reviews and updates on executive pay trends and regulatory developments. Pearl Meyer conducted a market pay analysis in late 2022 which the Compensation Committee considered when setting NEO pay opportunities for 2023. No external market review was conducted in 2023 due to then-current economic conditions and the Compensation Committee’s decision not to modify NEO pay opportunities for 2024.

Role of Benchmarking

At the beginning of the executive compensation setting process each year, the Compensation Committee, in consultation with its independent compensation consultant, determines the process by which it will work to ensure that the Company’s compensation programs are competitive. For Fiscal 2023, the Compensation Committee, upon the recommendation of Pearl Meyer, determined it would be appropriate to revise the group of peer companies used to gauge market pay levels and practices so that it aligns more closely with us in terms of company size and industry focus. The Fiscal 2023 Peer Group is composed of companies from both the healthcare services and staffing and general staffing industry sectors, and includes the following twelve companies (the “2023 Peer Group”):

2023 PEER GROUP		
Addus HomeCare Corporation	Kelly Services, Inc.	Paycom Software, Inc.
Amedisys, Inc.	Kforce, Inc.	Pediatrix Medical Group, Inc.
AMN Healthcare Services, Inc.	Korn/Ferry International	R1 RCM Inc.
Heidrick & Struggles Int’l Inc.	National Healthcare Corporation	ZipRecruiter, Inc.

The Compensation Committee determined, in consultation with Pearl Meyer, that the 2023 Peer Group reflects companies falling within a generally comparable size range and that we compete with for business, executive talent, and investor capital.

Factors such as revenue, business mix, profitability, business strategy, compensation philosophy, and incentive plan design vary among the peer companies and such differing factors affect the compensation that they provide to their executives. While informative to the Compensation Committee, such peer practices are not the only factors that influence the Compensation Committee’s NEO compensation decisions. The Compensation Committee also makes decisions based on the collective experience and knowledge of its

members. Generally, our policy has been to position NEOs’ base salaries and target total direct compensation opportunities at or near the 50th percentile of market values for comparable positions at industry peers. Pearl Meyer’s 2022 analysis found that target total direct compensation (sum of base salary plus target short-term and long-term incentives) opportunities were below 50th percentile market values for all current NEOs, other than Mr. White, and generally within a competitive range (defined as 85% to 115%) of the 50th percentile for all incumbents, other than Mr. Martins, who was below the 50th percentile following his promotion to the role of President and CEO in April 2022.

COMPONENTS OF FISCAL 2023 NEO COMPENSATION PROGRAM

The Compensation Committee uses various compensation elements to provide an overall competitive total compensation and benefits package to the NEOs that is designed to create stockholder value, commensurate with our financial results, and aligned with our business strategy. The Compensation Committee’s specific rationale, design, reward, process, and related information is outlined below.

Base Salary

We provide the NEOs with a base salary to compensate them for services rendered during the fiscal year. The NEOs’ salaries are determined based on each NEO’s position, performance, and level of responsibility and are reviewed annually. Peer group and market data from like-sized companies are utilized in the Compensation Committee’s review. Merit increases for NEOs are considered based on periodic external market studies and annual performance review, and are adjusted only as needed, not necessarily annually. We generally seek to position NEO base salaries within a competitive range, defined as 90% to 110% of median market values for comparable roles at our industry peers and other companies of like size.

For Fiscal 2023, no NEOs received an increase in base salary, other than Mr. Martins, whose base salary increased from \$725,000 to \$875,000 and Mr. Krug, who received a 4.7% increase from \$430,000 to \$450,000, both to align more closely with the peer group 50th percentile market values. For 2024, the Compensation Committee decided to maintain base salaries at 2023 levels for all NEOs.

NEO	2023 Base Salary (\$)	2022 Base Salary (\$)	% Increase vs Prior Year
John A. Martins	875,000	725,000	20.7%
William J. Burns	550,000	550,000	0%
Susan E. Ball	500,000	500,000	0%
Marc Krug	450,000	430,000	4.7%
Daniel White	450,000	450,000	0%

Annual Cash Incentive Program

The Annual Cash Incentive Program is a core component of our “pay-for-performance” philosophy. The program is heavily weighted on our financial results for the Company or relevant business units and the goals are closely linked to our business strategy. The components of this program have historically included the incentive award opportunity (expressed as a percentage of base salary) and performance metrics determined by the Compensation Committee. To ensure the integrity of the performance metrics and minimize the risk of unanticipated outcomes, each performance metric has a minimum, target, and maximum performance range with corresponding percentages for award payout opportunities. The Compensation Committee may adjust performance measures for certain special, unusual, or non-recurring items at its sole discretion. There were no such adjustments made in 2023.

Each annual target cash incentive award opportunity is expressed as a percentage of the NEO’s base salary, which may be earned based on both the achievement of certain financial objectives (the “Objective Bonus” component, representing 80% of target award opportunities) and individual subjective

considerations tied primarily to individual objectives (the “Subjective Bonus” component, representing 20% of target award opportunities). If results fall below pre-established threshold levels, no cash award is payable under the Objective Bonus component, although a Subjective Bonus may still be paid at the discretion of the Compensation Committee. If results exceed pre-established outstanding goals, the maximum cash award payable under the Objective Bonus component is capped at 180% of the target award opportunity. The Compensation Committee believes that having a maximum cap disincentivizes excessive risk taking, reduces the likelihood of windfalls, and manages the Annual Cash Incentive Program’s costs. The award opportunity is established for each NEO with the desired emphasis on at-risk, variable pay (more at-risk, variable pay for senior executives) and internal pay equity (comparably positioned executives should have comparable award opportunities).

The Subjective Bonus opportunity also is capped at a maximum amount of up to 180% of the target award opportunity for that component. The Subjective Bonus may include various pre-established quantitative and qualitative goals for each NEO. The use of subjective criteria enables the Compensation Committee to consider a variety of subjective factors relative to each NEO’s specific responsibilities. This process allows the Compensation Committee to evaluate performance and to recognize individual contributions in light of our changing needs and strategic priorities, and to continue incentivizing sustainable profitable growth.

Consistent with the performance metrics used for the Fiscal 2022 Annual Cash Incentive Program, the Compensation Committee determined that the performance metrics for Fiscal 2023 would be Company Annual Revenue and Company Annual Adjusted EBITDA (a non-GAAP measure). Incentive payouts under the Annual Cash Incentive Program, at a reduced threshold level, begin upon achievement of a predetermined percentage of targeted objectives (generally 80% or higher for Company Annual Adjusted EBITDA and 95% for Company Annual Revenue), which can vary from year to year and from one performance metric to another, based on our internal business plan, current macroeconomic conditions, and market volatility. For Fiscal 2023, incentive award funding for threshold performance was set at 20% of corresponding target award opportunities. Payouts may exceed 100% (up to 180%) of target award opportunities if performance exceeds 100% of the target objectives as described above and set forth in the table below. Straight-line interpolation is used to determine award funding for performance results between minimum (or threshold), target, and maximum levels. We believe that an “all or nothing” approach could provide a disincentive compared to our variable funding approach that is better aligned with our overall operating objectives and ensures that pay varies in proportion to performance.

Historically, the Compensation Committee has established performance metrics and the weighting of each metric during its first Compensation Committee meeting of each year. The process for setting the performance metrics begins with the management team establishing preliminary goals based on the prior year’s results, the budget, strategic initiatives, industry performance, and projected economic conditions. The Compensation Committee assesses the difficulty of the goals and their implications for share price appreciation, revenue growth, and other related factors.

The table below sets forth the percentages of the portion of the Fiscal 2023 annual incentive bonus that was payable upon achievement of the minimum, target, and maximum levels (with interpolation between levels) of the applicable performance metrics for each of our NEOs.

Performance Metric	Attainment Range (Minimum/Target/Maximum)	Payout Percentage (Minimum/Target/Maximum)	Martins	Burns	Ball	Krug	White
Company Annual Revenue (Objective Bonus)	95%/100%/105%	20%/100%/180%	20%	20%	20%	20%	20%
Company Annual Adjusted EBITDA* (Objective Bonus)	80%/100%/120%	20%/100%/180%	60%	60%	60%	60%	60%
Individual Objectives	n/a	20%/100%/180%	<u>20%</u>	<u>20%</u>	<u>20%</u>	<u>20%</u>	<u>20%</u>
(Subjective Bonus) Totals			<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>

* This is a non-GAAP measure. See Annex A of this Proxy Statement for further discussion regarding how Company Annual Adjusted EBITDA was calculated from our Consolidated Financial Statements and a reconciliation of Company Annual Adjusted EBITDA to our results as reported under GAAP.

Company Annual Adjusted EBITDA (a non-GAAP financial measure) and Company Annual Revenue targets for Fiscal 2023 were \$205 million and \$2.28 billion, respectively.

Determination of Fiscal 2023 Annual Incentive Bonus Payments

The Compensation Committee determined that, for Fiscal 2023, the Company did not achieve its threshold performance hurdles of \$164 million for Company Annual Adjusted EBITDA (a non-GAAP financial measure) or \$2.17 billion for Company Annual Revenue. As a result of the below-target results, our NEOs did not earn any awards for the Objective Bonus component for Fiscal 2023. Individual objectives may differ between executives and the Compensation Committee assesses specific NEO attainment both qualitatively and quantitatively, with consideration given to factors such as business conditions, and competing priorities or other significant individual contributions. For 2023, individual objectives included, but were not limited to, continuing to advance our technology roadmap, launching Intellify® as our vendor neutral offering, improving productivity across the business, managing overall costs and improving cash collections, as well as various organizational goals and other special projects that align with our strategy. In the opinion of the Compensation Committee, our NEOs met or exceeded all of their respective individual objectives, each earning 135% of the target award for this component, other than Mr. White, who received 80% of his target award. Resulting total awards for our NEOs ranged from 16% to 27% of total target annual incentive award opportunities, as noted below, well below payouts earned in Fiscal 2021 and Fiscal 2022. In approving these awards, the Compensation Committee took into consideration our NEOs’ strong contributions to protect and manage the business and seamlessly maintain operations during a time of uncertainty given the winding down of COVID, cost cutting measures by healthcare facilities, and the overall uncertainty of the economy.

NEOs	Target Bonus Opportunity		Annual Incentive Bonus Earned	
	% of Base Salary	\$	% of Target Bonus Opportunity Earned	\$
John A. Martins	100%	875,000	27%	236,250
William J. Burns	85%	467,500	27%	126,225
Susan E. Ball	75%	375,000	27%	101,250
Marc Krug	100%	450,000	27%	121,500
Daniel White	100%	450,000	16%	72,000

Long-Term Incentive Compensation

The Company uses equity-based awards to focus executives on long-term performance, to align executives’ financial interests with those of stockholders, and to create retention platforms for key executives. Equity-based awards for NEOs are generally made based on each individual’s position, experience and performance, and competitive equity-based compensation levels. Further, the Compensation Committee determines the terms and conditions of equity grants taking into account market practices and the objectives of the compensation program. Retaining key talent is a significant factor for the Compensation Committee in determining the level of equity awards and the vesting schedule.

In Fiscal 2023, 50% of the equity awards granted to the NEOs were in the form of time-based restricted share awards (RSAs) and 50% were in the form of performance-based share awards (PSAs) under our 2020 Omnibus Incentive Plan, as amended (the “Plan”). This target value mix was used to enhance executive retention and equity stakes, while also tying a meaningful portion of executive compensation to specific longer-term financial performance goals and to focus management on maximizing stockholder value. The total targeted long-term opportunities and mix for our NEOs for Fiscal 2023 are set forth in the following table:

Name	RSA Component (50% Weighting in 2023)		PSA Component (50% Weighting in 2023)		Total Target LTI Opportunity	
	\$ Value	% of Salary	\$ Value	% of Salary	\$ Value	% of Salary
John A. Martins	\$1,203,125	137.5%	\$1,203,125	137.5%	\$ 2,406,250	275.0%
William J. Burns	\$ 412,500	75.0%	\$ 412,500	75.0%	\$ 825,000	150.0%
Susan E. Ball	\$ 287,500	57.5%	\$ 287,500	57.5%	\$ 575,000	115.0%
Marc Krug	\$ 191,250	42.5%	\$ 191,250	42.5%	\$ 382,500	85.0%
Daniel J. White(1)	\$ 191,250	42.5%	\$ 191,250	42.5%	\$ 382,500	85.0%

(1) Mr. White, whose position was eliminated as part of a reorganization, departed the Company on March 31, 2024, was only eligible to receive the first tranch of his Fiscal 2023 RSA award (2,857 shares with a value of \$63,765) as long-term incentive compensation.

The Compensation Committee approves the number of RSAs and the target number of PSAs to be granted to the NEOs on March 31st of each year. If March 31st falls on a weekend or holiday, the grant date value is based on the immediately preceding business day. The grant date values of the RSAs and PSAs granted in Fiscal 2023 are set forth below and were based on the closing price of our Common Stock on the grant date. Awards are based on a percentage of each individual’s respective base salary at the time the awards were granted. The percentages and eligibility are based on the terms of employment for certain individuals or as may be determined by the Compensation Committee. In Fiscal 2023, the RSA and PSA target award values were each equally weighted.

Name	Grant Date Value of RSAs (per share)	Number of RSAs	Grant Date Value of PSAs at Target (per share)	Target Number of PSAs
John A. Martins	\$22.32	53,904	\$22.32	53,904
William J. Burns	\$22.32	18,482	\$22.32	18,482
Susan E. Ball	\$22.32	12,881	\$22.32	12,881
Marc Krug	\$22.32	8,569	\$22.32	8,569
Daniel White	\$22.32	8,569	\$22.32	8,569

All of the RSAs granted to the NEOs in Fiscal 2023 provide for vesting of 33.33% of the award on each of the first, second and third anniversaries of the grant date, subject to the NEO’s continued employment with the Company through the vesting date.

The PSAs granted to the NEOs in Fiscal 2023 provide for the issuance of a number of shares based on the level of attainment of cumulative Adjusted EBITDA (a non-GAAP financial measure) (weighted 75%) and cumulative Adjusted EPS (a non-GAAP financial measure) (weighted 25%), both over the three-year performance period ending December 31, 2025, as follows:

Performance Level	3-year Cumulative Adjusted EBITDA* Achieved (in thousands) (\$000s)	Percentage of the Target Shares Earned	3-year Cumulative Adjusted EPS * Achieved	Percentage of the Target Shares Earned
Below Threshold	Less than \$498,750	0%	Less than \$7.85	0%
Threshold	\$498,750	75%	\$7.85	75%
Target	\$665,000	100%	\$10.47	100%
Maximum	\$831,250	125%	\$13.09	125%

* This is a non-GAAP measure. See Annex A of this Proxy Statement for a reconciliation of non-GAAP financial measures to our results as reported under GAAP.

The PSAs granted to the NEOs in Fiscal 2023 will vest, if at all, on or about March 31, 2026, subject to the achievement of the applicable performance metrics and such NEO's continued employment through such date. The PSAs that were granted in Fiscal 2021 were tied 75% to the Company's three-year Adjusted EBITDA and 25% to the Company's Adjusted EBITDA margin at the end of the three-year performance period. These PSAs were earned at 101% of target levels based on the performance period ended December 31, 2023 and vested on March 31, 2024. Our three-year cumulative Adjusted EBITDA of \$608 million for the performance period ended December 31, 2023 represented 229% of the performance hurdle of \$185 million, resulting in maximum attainment for that metric of 120% of the target award. Our Fiscal 2023 Adjusted EBITDA margin of 7.2% was below our performance hurdle of 7.5%, though within the attainment range, which resulted in 44% of target award attainment for that metric.

OTHER COMPENSATION AND BENEFITS

Nonqualified Deferred Compensation Plans

We maintain the 2003 Deferred Compensation Plan and the 2017 Nonqualified Deferred Compensation Plan, each a non-qualified deferred compensation arrangement, intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”).

Under the deferred compensation plans, designated employees, including our NEOs, may elect to defer the receipt of a portion of their annual base salary, bonus, and commission to our deferred compensation plans. We may also make a discretionary contribution to the deferred compensation plans on behalf of certain participants. Discretionary contributions to the 2003 Deferred Compensation Plan generally become vested three years from the date such contribution is made to the plan, upon the occurrence of a change in control, or upon a participant’s retirement, death during employment, or disability. Discretionary contributions to the 2017 Nonqualified Deferred Compensation Plan are subject to such vesting period as determined by the Company at the time of the contribution. We did not make any discretionary contributions to the plans in Fiscal 2023. Generally, payments under the deferred compensation plans automatically commence upon a participant’s retirement, termination of employment, or death during employment. Under certain limited circumstances described in the deferred compensation plans, participants may receive distributions during employment. To enable us to meet our financial commitment under the deferred compensation plans, assets may be set aside in a corporate-owned vehicle, which assets remain available to all our general creditors in the event of our insolvency. Participants of the deferred compensation plans are our unsecured general creditors with respect to the deferred compensation plan benefits.

401(k) Plan and Other Benefits

We maintain a 401(k) plan. The plan permits eligible employees, including the NEOs, to make voluntary, pre-tax contributions to the plan, up to a specified percentage of compensation, subject to applicable tax limitations. We may make a discretionary matching contribution to the plan equal to a pre-determined percentage of an employee’s voluntary, pre-tax contributions and may make an additional discretionary profit-sharing contribution to the plan, subject to applicable tax limitations. Our NEOs are eligible for matching contributions, subject to regulatory limits on contributions to 401(k) plans. Eligible employees who elect to participate in the plan are generally vested in any matching contribution after three years of service with us and fully vested at all times in their employee contributions to the plan. The plan is intended to be tax-qualified under Section 401(k) of the Code, so that contributions to the plan and income earned on plan contributions are not taxable to employees until withdrawn from the plan, and so that our contributions, if any, will be deductible by us when made.

In addition to the 401(k) plan, we provide our NEOs with the opportunity to elect health and dental coverage, company-paid group term life insurance, disability insurance, paid time off, and paid holidays programs applicable to other employees in their locality. These benefits are designed to be competitive with overall market practices and are in place to attract and retain the necessary talent in the business.

Perquisites

Our NEOs are not entitled to any perquisites that are not otherwise available to all of our employees. Additionally, we do not provide defined benefit pension arrangements, post-retirement health coverage, or similar benefits for our executives or employees.

Employment Agreements**Mr. Martins, President and Chief Executive Officer*****2022 Employment Agreement***

On January 14, 2022, the Company appointed Mr. Martins as President and Chief Executive Officer (“CEO”) and as a member of the Board effective March 31, 2022, and entered into a new employment agreement (the “Martins Employment Agreement”) with Mr. Martins, setting forth the terms of his employment and compensation as President and CEO of the Company. The initial term (the “Initial Term”) of the Martins Employment Agreement is three years, commencing on April 1, 2022 and expiring on March 31, 2025. Thereafter, the Martins Employment Agreement will automatically renew for successive one-year terms, unless either party has given at least 90 days prior written notice of such party’s intention not to renew the Martins Employment Agreement.

The Martins Employment Agreement provides for an initial base salary of \$725,000 per annum, which, subject to Board approval, is expected (but is not guaranteed) to be increased to \$825,000 or more per annum following the first anniversary of the Effective Date. For Fiscal 2023, the Board increased Mr. Martins’ base salary to \$875,000 to align more closely with 50th percentile market values. The Board, in consultation with the Compensation Committee, will review Mr. Martins base salary on an annual basis, and will determine, in its sole discretion, whether to increase (but not decrease) his base salary. Pursuant to the Martins Employment Agreement, Mr. Martins is eligible to participate in the Company’s annual bonus plan and receive an annual incentive cash bonus with a target award opportunity equal to no less than 100% of his base salary and a maximum opportunity equal to 180% of his base salary as determined by the Compensation Committee. In addition, during the Initial Term of the Martins Employment Agreement, Mr. Martins will receive an annual equity award pursuant to the Company’s 2020 Omnibus Incentive Plan or its successor (the “Equity Plan”); the target value of the annual equity award will be equal to 200% of his base salary for the first year and 275% of his base salary for the second and third years. Such equity awards will be subject to the terms and conditions established by the Compensation Committee and of the Equity Plan. Mr. Martins is also entitled to four weeks of paid vacation and is eligible to participate in all benefit plans and fringe benefit arrangements generally available to the Company’s senior executives.

Pursuant to the Martins Employment Agreement, if Mr. Martins’ employment is terminated by the Company without cause (as defined in the Martins Employment Agreement) or by Mr. Martins for good reason (as defined in the Martins Employment Agreement), he will be entitled to receive the following payments and benefits: (i) any unpaid base salary through the date of termination; (ii) reimbursement for unreimbursed business expenses incurred through the termination date; (iii) any unpaid bonus for the year immediately preceding the year in which such termination occurs; (iv) payment of unused vacation and sick time in accordance with the Company’s policy; (v) all other applicable payments or benefits provided for by any applicable compensation arrangement or benefit, equity, or fringe benefit plan or program; and (v) subject to his execution of a release, a severance payment equal to the sum of (a) two years of his base salary plus (b) an amount equal to two times the average actual bonus paid in the immediately prior three calendar years or, in the event Mr. Martins was not an employee during such three-year period, an amount equal to two times the bonus he would have earned during the year in which the termination occurs (but not less than two times 50% of his target bonus for the year of termination) plus, (c) payment in lieu of continued benefits elected by Mr. Martins at the time of such termination, in accordance with the Company’s policies, for a period of 24 months. Additionally, any and all of Mr. Martins’ unvested stock appreciation rights, restricted stock, performance share awards (at target level performance), stock options, or other equity will immediately vest upon such termination.

In the event that Mr. Martins’ employment is terminated because the Company has provided notice of non-renewal of the Martins Employment Agreement, he will be entitled to receive items (i) through (iv) in the immediately preceding paragraph and, subject to his execution of a release of claims, continued payments of his base salary for a period of 18 months.

Pursuant to the Martins Employment Agreement, during Mr. Martin's employment and for a period of two years thereafter, Mr. Martins may not 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.

Mr. Martins is entitled to participate in the Company's Executive Severance Plan Amended and Restated as of May 28, 2010 (the "Executive Severance Plan"); 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 under the Martins Employment Agreement described above 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, except as otherwise set forth in the Martins Employment Agreement.

Mr. Burns, Executive Vice President and Chief Financial Officer

On February 1, 2019, the Company amended its employment agreement with Mr. Burns to appoint him as its Executive Vice President and Chief Financial Officer. Mr. Burns previously served as the Company's Chief Operating Officer from January 2018 to February 2019 and as the Company's Chief Financial Officer from April 2013 to January 2018. The agreement provides for a minimum base salary of \$525,000 per year, subject to annual review by the Compensation Committee. His base salary was increased to \$550,000 for Fiscal 2022. He is eligible to participate in the Company's annual bonus plan with a target bonus of 75% of his base salary, and 85% of his base salary for Fiscal 2022 and Fiscal 2023, based on achieving performance goals to be established by the Compensation Committee. Per the agreement, Mr. Burns is also eligible to participate in the Company's long-term incentive plan and receive target awards valued at 125% of his base salary, increased to 150% of his base salary for Fiscal 2022 and Fiscal 2023, based on the level of achievement of performance goals as Chief Financial Officer to be established by the Compensation Committee.

Mr. Burns is eligible to participate in the Company's equity incentive plan, as well as all benefit plans and fringe benefit arrangements available to our senior executives. If Mr. Burns' employment is terminated by us without cause or Mr. Burns terminates his employment for good reason, and if he is not otherwise entitled to receive severance benefits under our Executive Severance Plan, subject to his execution of a release, he will be entitled to a severance payment equal to one year's base salary and health insurance benefits.

During Mr. Burns' employment and for a period of two years thereafter, Mr. Burns may not 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.

Ms. Ball, Executive Vice President, Chief Administrative Officer, General Counsel and Corporate Secretary

Ms. Ball joined the Company as its Corporate Counsel pursuant to the terms and conditions of an offer letter entered into on March 18, 2002 (the "Ball Offer Letter"). The Company most recently amended the Ball Offer Letter on February 22, 2021 to increase her base salary to \$430,000 and change her title to include Chief Administrative Officer. Her base salary is reviewed for increase on an annual basis by the Board or the Compensation Committee. For Fiscal 2022, her base salary was increased to \$500,000. For each calendar year during the term, Ms. Ball is eligible to participate in the Company's annual bonus plan with a target bonus of 75% of her base salary, based on achieving performance goals to be established by the Compensation Committee. In addition, for each calendar year during the term, Ms. Ball is eligible to participate in the Company's long-term incentive plan and receive target awards valued at 100% of her base salary, increased to 115% of her base salary for Fiscal 2022 and Fiscal 2023. Such awards are based upon terms and conditions determined by the Compensation Committee. Ms. Ball is also eligible to participate in all other benefit plans and fringe benefit arrangements available to the Company's senior executives.

If Ms. Ball's employment is terminated by the Company without cause (as defined in the Ball Offer Letter) or if Ms. Ball terminates her employment for good reason (as defined in the Ball Offer Letter) she will be entitled to the following payments and benefits: (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 benefits under any applicable compensation arrangement or benefit, equity, or fringe benefit plan, program, or grant, pursuant to the terms and conditions of such plans; and (v) 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.

Ms. Ball is entitled to participate in the Company's Executive Severance Plan; provided, however, that if she is or becomes eligible to receive severance benefits under such plan, she will cease to be eligible for severance payments under the Ball Offer Letter described above and the Company's sole obligation will be to pay her the amounts and benefits provided in the Executive Severance Plan, subject to the terms and conditions thereof.

During Ms. Ball's employment and for a period of one year thereafter, she may not, among other things, compete with the Company in any jurisdiction in which the Company's business is conducted nor may she intentionally interfere with the Company's relationship with any of its suppliers, customers, or employees.

Mr. Krug, Group President

Mr. Krug joined the Company as Vice President, Advanced Practice pursuant to the terms and conditions of an offer letter entered into on March 24, 2017 (the "Krug Offer Letter"). The Company most recently amended the Krug Offer Letter on April 1, 2022, when Mr. Krug was promoted to Group President, with an increase of his annual base salary to \$430,000, which is subject to annual review by the Compensation Committee. For Fiscal 2023, the Board increased Mr. Krug's base salary to \$450,000 to align more closely with 50th percentile market values. For Fiscal 2023, Mr. Krug's target bonus was increased to 100% of his base salary, based on achieving performance goals to be established by the Compensation Committee. In addition, for Fiscal 2023, Mr. Krug's target long-term incentive award opportunity was increased to 85% of his base salary. Such awards will be upon terms and conditions determined by the Compensation Committee. Mr. Krug is also eligible to participate in all other benefit plans and fringe benefit arrangements available to the Company's senior executives.

Mr. Krug is entitled to participate in the Company's Executive Severance Plan. During Mr. Krug's 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.

Mr. White, Chief Commercial Officer

On February 14, 2024, the Company entered into a separation agreement (the "Agreement") with Mr. White. As part of the Company's commitment to growth and efficiency, the Company restructured the organization and Mr. White's position was eliminated. Mr. White continued to be employed through March 31, 2024 (the "Effective Date") and assisted with the realignment and transition of certain responsibilities pursuant to the Company's restructuring strategy. The Agreement provides for continued payment of Mr. White's base salary for a period of six months following the Effective Date. Refer to the section below, "Potential Payments Upon Termination or Change in Control," for additional information regarding Mr. White's departure from the Company.

Severance & Change of Control Arrangements

We maintain an Executive Severance Plan pursuant to which, subject to executing a release, each NEO is entitled to receive certain severance payments and benefits if, within 90 days prior to, or within 18 months after, a “Change of Control” (as defined in the Executive Severance Plan) of the Company, such NEO is terminated without cause or incurs an “involuntary termination” (i.e., a resignation for good reason). The Executive Severance Plan provides for a “double-trigger” policy, which means that (1) the “Change of Control” must occur *and* (2) the NEO must be terminated without Cause (as defined in the Executive Severance Plan) or the NEO terminates for “Good Reason” (as defined in the Executive Severance Plan).

Under the Executive Severance Plan, as of December 31, 2023, Messrs. Martins and Burns, and Ms. Ball are entitled to receive continued base salary for a period of two years following termination, plus two times the amount of their applicable target bonus for the year in which a Change of Control occurs; and Messrs. White and Krug are entitled to receive continued base salary for a period of one year following termination, plus one times the amount of their applicable target bonus of the year in which a Change of Control occurs. In addition, during such two or one year period, as applicable, we would continue to make group health, life, or other similar insurance plans available to such NEO and his or her dependents pursuant to the terms of our Executive Severance Plan, and we would pay for such coverage to the extent we paid for such coverage prior to the termination of employment. The severance benefits payable under the Executive Severance Plan are subject to the execution of a release and subject to reduction to avoid any excise tax on “parachute payments” if the NEO would benefit from such reduction as compared to paying the excise tax.

Under our general severance pay policy for all of our eligible employees, if an NEO (other than Messrs. Martins and Burns and Ms. Ball, whose arrangements are included in their respective employment agreements or offer letters) is terminated without Cause (as defined in our general severance pay policy) other than in connection with a Change of Control (as defined in the Executive Severance Plan), the NEO, subject to executing a release, would be entitled to one week’s base salary for each full year of continuous service with us.

Anti-Hedging Policy

Pursuant to our Securities Compliance Policy and Securities Disclosure Compliance Agreement for Employees and Non-Employee Directors, our NEOs, directors, and employees may not buy or sell or participate in puts, calls, transferable options, or other speculative rights and obligations with respect to equity securities of the Company. In addition, our NEOs, directors, and employees may not make a “short sale” (i.e., the sale of securities that they do not own at the time of the sale or that will not be delivered for more than 20 days).

Stock Ownership Guidelines

Under our stock ownership guidelines, our Chief Executive Officer must hold shares of Common Stock equal to three times the CEO’s base salary, to be accumulated over three years, and the Company’s other senior executives, including the other NEOs, must hold shares of Common Stock equal to one times such NEO’s base salary, to be accumulated over three years. Both unvested and fully vested RSAs and fully vested PSAs, as well as directly- and indirectly-held shares, count towards this ownership requirement. As of April 1, 2024, all currently-employed NEOs are either in compliance with our stock ownership guideline, or on track to gain compliance within such NEO’s respective three-year grace period.

Impact of Accounting and Tax Matters

As a general matter, the Compensation Committee reviews and considers the various tax and accounting implications of the compensation vehicles that we utilize. With respect to accounting matters, the Compensation Committee examines the accounting cost associated with equity compensation in light of ASC Topic 718.

With respect to tax matters, the Compensation Committee considers the impact of Section 162(m) of the Code. Section 162(m) limits the income tax deduction by the Company for compensation paid to certain executive officers to \$1 million per year. As a result of amendments to Section 162(m) as part of the Tax Cuts and Jobs Acts of 2017, the Company is generally no longer able to take a deduction for any compensation paid to its current or former NEOs in excess of \$1 million.

Compensation Recoupment Policy

In August 2023, the Company adopted the Compensation Recoupment Policy for executive officers (the “Recoupment Policy”), effective as of December 1, 2023, to comply with final rules under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the “Dodd-Frank Act”), requirements of the SEC, and listing rules of the Nasdaq Stock Market. The Recoupment Policy provides for the mandatory recoupment of erroneously awarded incentive-based compensation in the event of an accounting restatement and also provides the Compensation Committee with discretion to recoup in the event of fraud or misconduct. The Recoupment Policy further strengthens the Company’s risk mitigation program (as discussed below) by defining the economic consequences that misconduct has on the executive officer’s incentive-based compensation. The Recoupment Policy is in addition to any other requirements that might be imposed pursuant to applicable law.

Compensation Risk Management

Our Compensation Committee has specifically reviewed and, in consultation with Pearl Meyer, considered whether our executive compensation programs and policies create risks that are reasonably likely to have a material adverse effect on us. To avoid such risks, we design our programs in a balanced and diversified manner while also creating significant, yet appropriate, incentives for strong performance based on our business and strategic plan. In most cases, each component of our performance-based compensation program is subject to a limit on the amount paid. We believe that our compensation programs reflect a balance of short-term, long-term, fixed and performance-based compensation in order to not encourage excessive risk-taking. A significant portion of our compensation program includes performance-based compensation. We believe that this design ensures that our NEOs and other employees focus on the health of our business that will deliver stockholder value over time and discourages excess risk-taking by our NEOs and other employees. Our Recoupment Policy, anti-hedging policy, and stock ownership requirements also help to manage potential risks and promote alignment with stockholder interests. Accordingly, there were no material adjustments made to our compensation policies and practices during Fiscal 2023. We will continue to monitor our compensation policies and practices to determine whether our risk management objectives are being met with respect to incentivizing the Company’s employees.

COMPENSATION COMMITTEE REPORT

The Compensation Committee of the Company has reviewed and discussed the Compensation Discussion and Analysis required by Item 402(b) of Regulation S-K with management and, based on such review and discussions, the Compensation Committee recommended to the Board that the Compensation Discussion and Analysis be included in the Proxy Statement.

THE COMPENSATION COMMITTEE

Mark Perlberg, JD, Chairperson
W. Larry Cash, Member
Gale Fitzgerald, Member

THIS REPORT IS NOT SOLICITING MATERIAL, IS NOT DEEMED TO BE FILED WITH THE SEC, AND IS NOT TO BE INCORPORATED BY REFERENCE IN ANY FILING OF THE COMPANY UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, WHETHER MADE BEFORE OR AFTER THE DATE HEREOF AND IRRESPECTIVE OF ANY GENERAL INCORPORATION LANGUAGE IN ANY SUCH FILING.

SUMMARY COMPENSATION TABLE

The following table provides a summary of the compensation received by our NEOs for the fiscal years ended December 31, 2023, 2022, and 2021.

Name and Principal Position	Year	Salary (\$)	Stock Awards (\$)(1)	Non-Equity Incentive Plan Compensation (\$)	All Other Compensation (\$)	Total (\$)
John A. Martins President and Chief Executive Officer	2023	869,231	2,406,275	236,250	—	3,511,756
	2022	646,712	1,450,026	1,189,000	—	3,285,738
	2021	396,923	322,517	528,900	40,606	1,288,946
William J. Burns EVP, Chief Financial Officer	2023	550,000	825,036	126,225	—	1,501,261
	2022	548,077	825,020	766,700	—	2,139,797
	2021	525,000	656,262	645,750	—	1,827,012
Susan E. Ball, EVP, Chief Administrative Officer, General Counsel and Secretary	2023	500,000	575,008	101,250	—	1,176,258
	2022	495,129	575,035	615,000	—	1,685,164
	2021	428,462	430,006	528,900	—	1,387,368
Marc Krug Group President	2023	449,231	382,520	121,500	—	953,251
	2022	408,872	322,536	528,900	—	1,260,308
	2021	n/a	n/a	n/a	n/a	n/a
Daniel J. White Chief Commercial Officer	2023	450,000	382,520	72,000	—	904,520
	2022	327,115	382,535	547,940	—	1,257,590
	2021	n/a	n/a	n/a	n/a	n/a

(1) Amounts in this column reflect the aggregate grant date fair value of awards of RSAs and PSAs granted under our 2020 Omnibus Incentive Plan and computed in accordance with ASC Topic 718 using the assumptions described in Note 14 of the notes to our consolidated financial statements contained in our 2023 Annual Report on Form 10-K filed on February 22, 2024. The aggregate grant date fair value per share of stock awards granted on March 31, 2023 was \$22.32. The grant date fair value of the PSAs is based on the probable outcome of the performance conditions as of the grant date. The fair value of awards at the maximum level of achievement for the 2023 PSAs was as follows: Mr. Martins, \$3,308,628; Mr. Burns, \$1,134,436; Ms. Ball, \$790,641; and Mr. Krug, \$525,971. Mr. White, who departed the Company on March 31, 2024 due to a restructuring and elimination of his position, was only eligible to receive the first tranch of his Fiscal 2023 RSAs (2,857 shares with a value of \$63,765) as long-term incentive compensation. Further information regarding the Fiscal 2023 awards is included in the “Grants of Plan-Based Awards” and “Outstanding Equity Awards at 2023 Year-End” tables in this Proxy Statement.

GRANTS OF PLAN-BASED AWARDS

The following table summarizes equity and non-equity incentive plan awards granted to our NEOs during Fiscal 2023.

Name	Grant Date	Committee Action Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards(1)			Estimated Future Payouts Under Equity Incentive Plan Awards(2)			All Other Stock Awards: Number Of Shares Of Stock Or Units (#)(3)	Grant Date Fair Value of Stock Awards \$(4)
			Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)		
John A. Martins	3/31/23	3/06/23	175,000	875,000	1,575,000	—	—	—	—	—
	3/31/23	3/06/23	—	—	—	13,476	53,904	94,332	—	1,203,137
	3/31/23	3/06/23	—	—	—	—	—	—	53,904	1,203,137
William J. Burns	3/31/23	3/06/23	93,500	467,500	841,500	—	—	—	—	—
	3/31/23	3/06/23	—	—	—	4,621	18,482	32,344	—	412,518
	3/31/23	3/06/23	—	—	—	—	—	—	18,482	412,518
Susan E. Ball	3/31/23	3/06/23	75,000	375,000	675,000	—	—	—	—	—
	3/31/23	3/06/23	—	—	—	3,220	12,881	22,542	—	287,504
	3/31/23	3/06/23	—	—	—	—	—	—	12,881	287,504
Marc Krug	3/31/23	3/06/23	90,000	450,000	810,000	—	—	—	—	—
	3/31/23	3/06/23	—	—	—	2,142	8,569	14,996	—	191,260
	3/31/23	3/06/23	—	—	—	—	—	—	8,569	191,260
Daniel White	3/31/23	3/06/23	90,000	450,000	810,000	—	—	—	—	—
	3/31/23	3/06/23	—	—	—	2,142	8,569	14,996	—	191,260
	3/31/23	3/06/23	—	—	—	—	—	—	8,569	191,260

- (1) Constitutes threshold, target, and maximum award opportunities for our NEOs under the Company’s Annual Cash Incentive Program, as described in the Compensation Discussion and Analysis section.
- (2) Constitutes threshold, target, and maximum number of shares related to the PSAs granted to the NEOs for Fiscal 2023. PSAs have a three-year performance period ending on December 31, 2025. The PSAs provide for the issuance of a number of shares after the three-year performance period based on the level of attainment of cumulative Adjusted EBITDA (a non-GAAP financial measure) (weighted 75%) and cumulative Adjusted EPS (a non-GAAP financial measure) (weighted 25%) at the end of the three-year period, as discussed in the Compensation Discussion and Analysis section.
- (3) All other stock awards include RSAs granted to the NEOs for Fiscal 2023, as described in the Compensation Discussion and Analysis section.
- (4) Grant date fair value of each equity award is computed in accordance with ASC Topic 718. The grant date fair value of the PSAs is based on the probable outcome of the performance conditions as of the grant date. Refer to the footnotes to the Summary Compensation Table.

OUTSTANDING EQUITY AWARDS AT 2023 YEAR-END

The following table summarizes the outstanding equity awards as of December 31, 2023 held by our NEOs.

Name	Grant Date	Stock Awards			
		Number of Shares or Units of Stock That Have Not Vested (#)(1)(2)	Market Value of Shares or Units of Stock That Have Not Vested (\$)(2)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)(1)(3)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$)(3)
John A. Martins	3/31/21	14,722	333,306	—	—
	3/31/22	22,302	504,917	33,457	757,466
	3/31/23	53,904	1,220,387	53,904	1,220,387
William J. Burns	3/31/21	29,956	678,204	—	—
	3/31/22	12,689	287,279	19,036	430,975
	3/31/23	18,482	418,432	18,482	418,432
Susan E. Ball	3/31/21	19,628	444,378	—	—
	3/31/22	8,844	200,228	13,268	300,388
	3/31/23	12,881	291,626	12,881	291,626
Marc Krug	3/31/21	12,476	282,457	—	—
	3/31/22	4,960	112,294	7,442	168,487
Daniel White	3/31/23	8,569	194,002	8,569	194,002
	4/18/22	6,290	142,406	9,436	213,631
	3/31/23	8,569	194,002	8,569	194,002

(1) RSA awards granted to executives vest in three equal installments on the anniversary of the grant date, provided that the officer continues to be employed with us through each vesting date. PSA awards, if earned, provide for the issuance of a number of shares after the three-year performance period (at which time the performance condition is deemed to be achieved), with the underlying shares vesting and paid out on the third anniversary of the grant date.

(2) Awards in this column include RSAs that were granted in Fiscal 2021, Fiscal 2022, and Fiscal 2023, and the PSAs that were granted in Fiscal 2021, which are deemed to be earned because the performance condition was achieved as of December 31, 2023, but that had not yet vested and paid out as of that date. The market value of the shares in this column is measured by reference to the Company’s closing stock price as of December 29, 2023 of \$22.64. Fiscal 2021 PSAs were earned and vested at 101% of target levels.

(3) Awards in this column include PSAs granted in Fiscal 2022 and Fiscal 2023, for which the performance period will lapse as of December 31, 2024 and December 31, 2025, respectively. The market value of the shares in this column is measured by reference to the Company’s closing stock price as of December 29, 2023 of \$22.64. The amounts reflected in this column assume that all goals under the PSAs will be achieved at the target level. The amounts indicated are not necessarily indicative of the amounts that may be realized by our NEOs.

OPTION EXERCISES AND STOCK VESTED IN 2023

Name	Stock Awards	
	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting (\$)(1)
John A. Martins	16,749	373,838
William J. Burns	78,283	1,747,277
Susan E. Ball	50,637	1,130,218
Marc Krug	15,385	359,531
Daniel White	3,146	70,219

(1) Value realized upon vesting of the stock awards represents the total number of shares vested multiplied by the closing price on the vesting date.

Potential Payments Upon Termination or Change in Control

The tables below describe and estimate the amounts and benefits that our NEOs would have been entitled to receive upon a change of control or a termination of their employment in certain circumstances, assuming such events occurred as of December 31, 2023 (based on the plans and arrangements in effect on such date). Where applicable, the amounts payable assume a \$22.64 fair value of our Common Stock (the closing price on December 29, 2023). The estimated payments are not necessarily indicative of the actual amounts any of our NEOs would have received in such circumstances. The tables exclude (i) compensation amounts accrued through December 31, 2023 that would be paid in the normal course of continued employment, such as accrued but unpaid salary and (ii) vested account balances under our retirement plans that are generally available to all of our salaried employees. In addition, where applicable, the Cash Payment amounts include the actual amount paid to the NEOs for Fiscal 2023, since the hypothetical termination or change of control date is the last day of the fiscal year for which the bonus is to be determined.

On February 14, 2024, the Company entered into a separation agreement (the “Agreement”) with Mr. White, whose position was eliminated effective March 31, 2024 as part of our corporate restructuring. Under the Agreement, Mr. White departed the Company on March 31, 2024 (the “Effective Date”). The Agreement provides for continued payment of Mr. White’s base salary for a period of six months following the Effective Date. Actual amounts received by Mr. White are included in the section below.

	Non-Change of Control Termination without Cause (\$)(1)	Termination for Cause or Resignation (\$)	Change of Control Termination without Cause or for Good Reason (\$)	Change of Control without Termination (\$)
<i>John A. Martins:</i>				
Cash Payment	3,500,000(2)	—	3,500,000(2)	—
Health and Life Insurance Benefits	44,492(3)	—	44,492(3)	—
Acceleration of Equity Awards	4,034,425(4)	—	4,034,425(4)	4,034,425(4)
Total Termination Benefits:	7,578,917	—	7,578,917	4,034,425

	Non-Change of Control Termination without Cause (\$)(1)	Termination for Cause or Resignation (\$)	Change of Control Termination without Cause or for Good Reason (\$)	Change of Control without Termination (\$)
<i>William J. Burns:</i>				
Cash Payment	550,000(5)	—	2,035,000(2)	—
Health and Life Insurance Benefits	22,246(5)	—	44,492(3)	—
Acceleration of Equity Awards	—	—	2,229,180(4)	2,229,180(4)
Total Termination Benefits:	572,246	—	4,308,672	2,229,180

	Non-Change of Control Termination without Cause (\$)(1)	Termination for Cause o r Resignation (\$)(6)	Change of Control Termination without Cause or for Good Reason (\$)	Change of Control without Termination (\$)
<i>Susan E. Ball:</i>				
Cash Payment	500,000(10)	—	1,750,000(2)	—
Health and Life Insurance Benefits	—	—	32,718(3)	—
Acceleration of Equity Awards	—	—	1,525,528(4)	1,525,528(4)
Total Termination Benefits:	500,000	—	3,308,246	1,525,528

	Non-Change of Control Termination without Cause (\$)(1)	Termination for Cause or Resignation (\$)(6)	Change of Control Termination without Cause or for Good Reason (\$)	Change of Control without Termination (\$)
<i>Marc Krug:</i>				
Cash Payment	51,923(9)	—	900,000(11)	—
Health and Life Insurance Benefits	—	—	22,205(12)	—
Acceleration of Equity Awards	—	—	949,929(4)	949,929(4)
Total Termination Benefits:	51,923	—	1,872,134	949,929

	Non-Change of Control Termination without Cause (\$)(1)	Termination for Cause or Resignation (\$)(6)	Change of Control Termination without Cause or for Good Reason (\$)	Change of Control without Termination (\$)
<i>Daniel White:</i>				
Cash Payment	225,000(13)	—	—	—
Health and Life Insurance Benefits	—	—	—	—
Acceleration of Equity Awards	—	—	—	—
Total Termination Benefits:	225,000	—	—	—

- (1) “Cause” is generally defined under Mr. Martin’s employment agreement as: (i) an act or acts of fraud or dishonesty which results in the personal enrichment of him or another person or entity at the expense of the Company; (ii) his admission, confession, 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) his knowing, intentional, and material breach of the Company’s Code of Conduct for Senior Officers; or (iv) his gross negligence or willful misconduct with respect to his duties that results in material harm to the Company.

“Cause” is generally defined under Mr. Burns’ employment agreement as: (i) an act or acts of fraud or dishonesty which results in the personal enrichment of him or another person or entity at the expense of the Company; (ii) admission, confession, 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) continued material breach of the Company's Code of Conduct or any obligations under the employment agreement for 30 days after the Company has given notice thereof in reasonable detail, if such breach has not been cured by him during such period; or (iv) gross negligence or willful misconduct with respect to his duties or gross misfeasance of office.

"Cause" is generally defined under Ms. Ball's, Mr. Krug's, and Mr. White's offer letters as: (i) an act or acts of fraud or dishonesty which results in the personal enrichment of him/her or another person or entity at the expense of the Company; (ii) 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) knowing, intentional, and material breach of the Company's Code of Conduct for Senior Officers; or (iv) gross negligence or willful misconduct with respect to his or her duties or gross misfeasance of office that results in material harm to the Company.

"Good Reason" is generally defined under Mr. Martin's employment agreement as, without his written consent, the occurrence of any of the following events that are not cured by the Company within 30 days of written notice specifying the occurrence of such Good Reason event, which notice will be given to the Company within 90 days after the occurrence of the Good Reason event: (i) a material diminution in his then authority, duties, or responsibilities; (ii) a material diminution in his compensation components; (iii) a relocation of his principal business location to a location more than 25 miles outside of Boca Raton, Florida; or (iv) any material breach of the employment agreement by the Company.

"Good Reason" is generally defined under Mr. Burns' employment agreement as, without his written consent, the occurrence of any of the following events that are not cured by the Company within 30 days of written notice specifying the occurrence of such Good Reason event, which notice will be given to the Company within 90 days after the occurrence of the Good Reason event: (i) a material diminution in his then authority, duties, or responsibilities; (ii) a material diminution in his base salary; (iii) a relocation of his principal business location to a location more than 50 miles outside of Boca Raton, Florida; or (iv) any material breach of the employment agreement by the Company.

"Good Reason" is generally defined under Ms. Ball's, Mr. Krug's, and Mr. White's offer letters as, without his or her written consent, the occurrence of any of the following events that are not cured by the Company within 30 days of written notice specifying the occurrence of such Good Reason event, which notice will be given to the Company within 90 days after the occurrence of the Good Reason event: (i) a material diminution in his or her then authority, duties or responsibilities or assignment of duties that are inconsistent with his or her status, title or position; (ii) a material diminution in his or her base salary or other compensation components; (iii) a relocation of his or her principal business location to a location more than 50 miles outside of Boca Raton, Florida; or (iv) any material breach of the employment agreement by the Company.

- (2) Represents two times the sum of base salary and target bonus. The severance benefits payable under the Severance Policy are subject to reduction to avoid any excise tax on "parachute payments" if the NEO would benefit from such reduction as compared to paying the excise tax. Severance payments are paid pro-rata over one year in accordance with the Company's normal payroll practices starting 60 days after separation from service.
- (3) Represents two years of continued health and life insurance benefits, paid in accordance with the Company's normal practices.
- (4) Represents the value of unvested restricted stock (RSAs) that would accelerate and vest on a change in control (as defined in the 2020 Omnibus Incentive Plan). The value is calculated by multiplying the number of shares of restricted stock (RSAs) that accelerate by the per share closing price of the Common Stock on December 29, 2023 of \$22.64. Awards issued on or after June 20, 2014, including performance-

based share awards (PSAs), do not vest on change in control except at the discretion of the Compensation Committee. The above table assumes that all awards will vest upon a change in control. Under Mr. Martins' employment agreements, awards will also vest upon a non-change of control termination without cause.

- (5) Represents the sum of one year base salary and one year of benefits for Mr. Burns, paid pro-rata over one year in accordance with the Company's normal payroll practices.
- (6) "Cause" is generally defined under our general severance pay policy as: (i) an NEO engaging in actions that are injurious to us (monetarily or otherwise) or (ii) an NEO's conviction for any felony or any criminal violation involving dishonesty or fraud.
- (7) Under the Severance Policy, "cause" is as defined under an NEO's employment agreement with us, but if the NEO does not have an employment agreement with us that defines "cause," then "cause" is defined as termination due to an NEO's insubordination, dishonesty, fraud, incompetence, moral turpitude, misconduct, refusal to perform his or her duties or responsibilities for any reason other than illness or incapacity, or materially unsatisfactory performance of his or her duties for us or an affiliate as determined by the Compensation Committee in its sole discretion; or (ii) in the case where there is an employment agreement, or similar agreement, in effect between us or an affiliate and the NEO at the termination date that defines "cause" (or words of like import), "cause" as defined under such agreement; provided, however, that with regard to any agreement that conditions "cause" on occurrence of a change of control, such definition of "cause" shall not apply until a change of control actually takes place and then only with regard to a termination thereafter. Notwithstanding the foregoing, an NEO shall be deemed to be terminated for "Cause" if the NEO: (i) breaches the terms of any agreement between the Company or an affiliate and the NEO including, without limitation, an employment agreement or non-competition agreement or (ii) discloses to anyone outside of the Company or its affiliates, or uses in other than the Company's or its affiliates' business, without written authorization from the Company, any confidential information or proprietary information relating to the business of the Company or its affiliates acquired by the NEO prior to the termination date.
- (8) "Good reason" (called an "involuntary termination" under the Severance Policy) is generally defined under the Severance Policy as: (i) without the employee's express written consent, a significant reduction of the employee's duties, position or responsibilities relative to the NEO's duties, position or responsibilities in effect immediately prior to such reduction, or the removal of the NEO from such position, duties, and responsibilities, unless the NEO is provided with comparable duties, position and responsibilities; provided, however, that a reduction in duties, position, or responsibilities solely by virtue of the Company being acquired and made part of a larger entity shall not constitute an "Involuntary Termination"; (ii) a reduction by the Company of the NEO's base salary as in effect immediately prior to such reduction; (iii) a material reduction by the Company in the kind or level of employee benefits to which the NEO is entitled immediately prior to such reduction with the result that the NEO's overall benefits package is materially reduced (unless such reduction is applicable to all employees); or (iv) without the NEO's express written consent, the relocation of the NEO to a facility or a location more than 35 miles from his or her current location.
- (9) Represents one week of base salary for each full year of continuous service with us.
- (10) Represents one year of base salary for Ms. Ball, paid pro-rata over one year in accordance with the Company's normal payroll practices.
- (11) Represents the sum of one year of base salary plus target bonus, paid pro-rata over one year in accordance with the Company's normal payroll practices. The severance benefits payable under the Severance Policy are subject to reduction to avoid any excise tax on "parachute payments" if the NEO would benefit from such reduction as compared to paying the excise tax.
- (12) Represents one year of continued health and life insurance benefits, paid in accordance with the Company's normal practices.

(13) Represents six months of base salary for Mr. White, whose position was eliminated effective March 31, 2024 as part of our corporate restructuring, paid in accordance with Mr. White's separation agreement.

CEO Pay Ratio

As required by Section 953(b) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 402(u) of Regulation S-K, we are providing the following information about the relationship of the annual total compensation of the individual identified as our "median" paid employee and the annual total compensation of John A. Martins, our President and Chief Executive Officer.

For purposes of determining our pay ratio for Fiscal 2023, the annual total compensation of our median employee (excluding our PEO) was \$37,309 and the total compensation of our PEO was \$3,511,756. Based on this information, the ratio of the annual total compensation of our PEO to that of our median employee for 2023 was 94 to 1.

The methodology and material assumptions, adjustments, and estimates used to identify our median employee for this purpose were as follows:

We determined that, as of December 31, 2023, our employee population, including our full-time, part-time, and temporary employees, consisted of approximately 13,654 individuals, with 13,332 of these individuals located in the U.S. and 322 individuals located outside the U.S. Under SEC rules, which provide an exemption for a de minimis number of employees located outside of the U.S., we excluded 322 employees located in India from this employee population. For purposes of determining our pay ratio, our designated employee population included a total of 13,332 U.S. employees and 0 non-U.S. employees.

To identify the median employee, we used total cash compensation as our consistently applied compensation measure. For new employees, who were hired in Fiscal 2023 but did not work for the Company for the entire fiscal year, compensation was annualized for the full year and compensation for part-time employees was annualized but not converted into a full-time equivalent. We did not make any cost-of-living adjustments in identifying the median employee. Using this methodology, we determined our median employee based on the actual cash compensation, consisting of salary, overtime pay, bonus and commissions, and other cash earnings, paid to each employee in the identified employee population for the period from January 1, 2023 through December 31, 2023.

Once we identified our median employee, the employee's total compensation for 2023 was determined in accordance with Item 402(c)(2)(x) of Regulation S-K, resulting in the annual total compensation amount reported above. With respect to our PEO's annual total compensation, we used the amount reported in the Total column in the Summary Compensation Table of this Proxy Statement.

We believe the above pay ratio disclosure is a reasonable estimate calculated in a manner consistent with SEC rules and guidance; however, due to the flexible approaches permitted in calculating the PEO pay ratio, comparisons among companies may not be very meaningful.

Pay versus Performance

As required by Section 953(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 402(v) of Regulation S-K, we are providing the following information about the relationship between executive compensation actually paid and the Company's financial performance for the fiscal years listed below. You should refer to our Compensation Discussion and Analysis ("CD&A") for a complete description of how executive compensation relates to Company performance and how the Compensation Committee makes its decisions.

The following table discloses information on "compensation actually paid" (CAP) to our principal executive officers (PEOs) and to our other NEOs on an average basis (non-PEO NEOs) during the specified years alongside total shareholder return (TSR) and net income metrics, as well as a Company-selected measure of Adjusted EBITDA, which is a non-GAAP measure. See Annex A of this Proxy Statement for a reconciliation of non-GAAP financial measures to our results as reported under GAAP.

The Company believes that Adjusted EBITDA is the most important financial metric in linking actual incentives earned by our NEOs for the past four years to Company performance. The majority (60%) of target annual cash incentive award opportunities for our NEOs are tied to Adjusted EBITDA goals. The PSAs granted to the NEOs in 2023 provided for the issuance of shares based on the level of attainment of cumulative Adjusted EBITDA over a three-year performance period (weighted 75%) and cumulative Adjusted EPS over the three-year performance period (a non-GAAP financial measure) (weighted 25%).

Pursuant to SEC rules, the TSR figures assume an initial investment of \$100 on December 31, 2019. As permitted by SEC rules, the peer group referenced for purposes of the TSR comparison is the group of companies included in the Dow Jones US Business Training & Employment Agencies Index, which is the industry peer group used for purposes of Item 201(e) of Regulation S-K.

The following non-PEO NEOs are included in the average figures shown in columns (d) and (e) in the table below:

2022 and 2023: William J. Burns, Susan E. Ball, Daniel J. White, and Marc Krug

2021: John A. Martins, William J. Burns, Susan E. Ball, and Buffy S. White

2020: William J. Burns, Susan E. Ball, Stephen A. Saville, and Buffy S. White

Year (a)	Value of Initial Fixed \$100 Investment Based On:									
	Summary Compensation Table Total for PEO – Clark (S)(b)	Summary Compensation Table Total for PEO – Martins (S)(b)	Compensation Actually Paid to PEO – Clark (S)(c)	Compensation Actually Paid to PEO – Martins (S)(c)	Average Summary Compensation Table Total for Non-PEO NEOs (S)(d)	Average Compensation Actually Paid to Non-PEO NEOs (S)(e)	Total Share holder Return (S)(f)	Peer Group Total Shareholder Return (S)(g)	Net Income (S)(h)	Company Selected Measure Adjusted EBITDA (S)(i)
2023(1)	N/A	3,511,756	N/A	1,516,035	1,133,823	335,914	196.70	95.97	72,630,799	144,420,693
2022(2)	483,840	3,285,738	(1,659,783)	4,131,136	1,585,715	1,636,920	230.84	97.12	188,460,809	301,716,323
2021(3)	4,446,758	N/A	17,863,020	N/A	1,446,211	3,577,462	240.83	142.34	132,002,036	162,053,021
2020(4)	4,126,562	N/A	3,401,723	N/A	1,311,344	1,138,485	77.06	105.21	(12,961,764)	36,321,949

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The methodology for calculating amounts presented in the columns “Compensation Actually Paid to PEO” and “Average Compensation Actually Paid to Non-PEO NEOs,” including details regarding the amounts that were deducted from, and added to, the Summary Compensation Table totals to arrive at the values presented for CAP, are provided in the below footnotes to the table.

Note (1) - 2023 Adjustments	PEO - Martins (\$)	Average non-PEO NEOs (\$)
Deductions for Amounts Reported under the “Stock Awards” and “Option Awards” Columns in the Summary Compensation Table for Applicable FY	(2,406,275)	(541,271)
Increase based on ASC 718 Fair Value of Awards Granted during Applicable FY that Remain Unvested as of Applicable FY End, determined as of Applicable FY End	1,525,483	343,145
Increase based on ASC 718 Fair Value of Awards Granted during Applicable FY that Vested during Applicable FY, determined as of Vesting Date	—	—
Increase/deduction for Awards Granted during Prior FY that were Outstanding and Unvested as of Applicable FY End, determined based on change in ASC 718 Fair Value from Prior FY End to Applicable FY End	(1,043,746)	(447,151)
Increase/deduction for Awards Granted during Prior FY that Vested During Applicable FY, determined based on change in ASC 718 Fair Value from Prior FY End to Vesting Date	(71,183)	(152,632)
Deduction of ASC 718 Fair Value of Awards Granted during Prior FY that were Forfeited during Applicable FY, determined as of Prior FY End	—	—
Increase based on Dividends or Other Earnings Paid during Applicable FY prior to Vesting Date	—	—
Increase based on Incremental Fair Value of Options/SARs Modified during Applicable FY	—	—
Deduction for Change in the Actuarial Present Values reported under the “Change in Pension Value and Nonqualified Deferred Compensation Earnings” Column of the Summary Compensation Table for Applicable FY	—	—
Increase for Service Cost and, if applicable, Prior Service Cost for Pension Plans	—	—
Total Adjustments	(1,995,721)	(797,909)
Summary Compensation Table Total	3,511,756	—
Average Summary Compensation Table Total	—	1,133,823
Compensation Actually Paid	1,516,035	—
Average Compensation Actually Paid	—	335,914

Note (2) - 2022 Adjustments	PEO - Clark (S)	PEO - Martins (S)	Average non-PEO NEOs (S)
Deductions for Amounts Reported under the "Stock Awards" and "Option Awards" Columns in the Summary Compensation Table for Applicable FY	(125,009)	(1,450,026)	(526,282)
Increase based on ASC 718 Fair Value of Awards Granted during Applicable FY that Remain Unvested as of Applicable FY End, determined as of Applicable FY End	191,331	2,355,724	865,732
Increase based on ASC 718 Fair Value of Awards Granted during Applicable FY that Vested during Applicable FY, determined as of Vesting Date	—	—	—
Increase/deduction for Awards Granted during Prior FY that were Outstanding and Unvested as of Applicable FY End, determined based on change in ASC 718 Fair Value from Prior FY End to Applicable FY End	(433,563)	(26,220)	(59,505)
Increase/deduction for Awards Granted during Prior FY that Vested During Applicable FY, determined based on change in ASC 718 Fair Value from Prior FY End to Vesting Date	(1,776,382)	(34,080)	(228,740)
Deduction of ASC 718 Fair Value of Awards Granted during Prior FY that were Forfeited during Applicable FY, determined as of Prior FY End	—	—	—
Increase based on Dividends or Other Earnings Paid during Applicable FY prior to Vesting Date	—	—	—
Increase based on Incremental Fair Value of Options/SARs Modified during Applicable FY	—	—	—
Deduction for Change in the Actuarial Present Values reported under the "Change in Pension Value and Nonqualified Deferred Compensation Earnings" Column of the Summary Compensation Table for Applicable FY	—	—	—
Increase for Service Cost and, if applicable, Prior Service Cost for Pension Plans	—	—	—
Total Adjustments	(2,143,623)	845,398	51,205
Summary Compensation Table Total	483,840	3,285,738	—
Average Summary Compensation Table Total	—	—	1,585,715
Compensation Actually Paid	(1,659,783)	4,131,136	—
Average Compensation Actually Paid	—	—	1,636,920

Note (3) - 2021 Adjustments	PEO - Clark (S)	Average non-PEO NEOs (S)
Deductions for Amounts Reported under the "Stock Awards" and "Option Awards" Columns in the Summary Compensation Table for Applicable FY	(2,268,758)	(432,826)
Increase based on ASC 718 Fair Value of Awards Granted during Applicable FY that Remain Unvested as of Applicable FY End, determined as of Applicable FY End	5,395,467	1,029,328
Increase based on ASC 718 Fair Value of Awards Granted during Applicable FY that Vested during Applicable FY, determined as of Vesting Date	—	—
Increase/deduction for Awards Granted during Prior FY that were Outstanding and Unvested as of Applicable FY End, determined based on change in ASC 718 Fair Value from Prior FY End to Applicable FY End	9,726,542	1,434,406
Increase/deduction for Awards Granted during Prior FY that Vested During Applicable FY, determined based on change in ASC 718 Fair Value from Prior FY End to Vesting Date	563,011	100,343
Deduction of ASC 718 Fair Value of Awards Granted during Prior FY that were Forfeited during Applicable FY, determined as of Prior FY End	—	—
Increase based on Dividends or Other Earnings Paid during Applicable FY prior to Vesting Date	—	—
Increase based on Incremental Fair Value of Options/SARs Modified during Applicable FY	—	—
Deduction for Change in the Actuarial Present Values reported under the "Change in Pension Value and Nonqualified Deferred Compensation Earnings" Column of the Summary Compensation Table for Applicable FY	—	—
Increase for Service Cost and, if applicable, Prior Service Cost for Pension Plans	—	—
Total Adjustments	13,416,262	2,131,251
Summary Compensation Table Total	4,446,758	—
Average Summary Compensation Table Total	—	1,446,211
Compensation Actually Paid	17,863,020	—
Average Compensation Actually Paid	—	3,577,462

Note (4) - 2020 Adjustments	PEO - Clark (\$)	Average non-PEO NEOs (\$)
Deductions for Amounts Reported under the “Stock Awards” and “Option Awards” Columns in the Summary Compensation Table for Applicable FY	(2,268,758)	(430,320)
Increase based on ASC 718 Fair Value of Awards Granted during Applicable FY that Remain Unvested as of Applicable FY End, determined as of Applicable FY End	2,558,209	485,221
Increase based on ASC 718 Fair Value of Awards Granted during Applicable FY that Vested during Applicable FY, determined as of Vesting Date	—	—
Increase/deduction for Awards Granted during Prior FY that were Outstanding and Unvested as of Applicable FY End, determined based on change in ASC 718 Fair Value from Prior FY End to Applicable FY End	(620,484)	(119,689)
Increase/deduction for Awards Granted during Prior FY that Vested During Applicable FY, determined based on change in ASC 718 Fair Value from Prior FY End to Vesting Date	(393,806)	(108,071)
Deduction of ASC 718 Fair Value of Awards Granted during Prior FY that were Forfeited during Applicable FY, determined as of Prior FY End	—	—
Increase based on Dividends or Other Earnings Paid during Applicable FY prior to Vesting Date	—	—
Increase based on Incremental Fair Value of Options/SARs Modified during Applicable FY	—	—
Deduction for Change in the Actuarial Present Values reported under the “Change in Pension Value and Nonqualified Deferred Compensation Earnings” Column of the Summary Compensation Table for Applicable FY	—	—
Increase for Service Cost and, if applicable, Prior Service Cost for Pension Plans	—	—
Total Adjustments	(724,839)	(172,859)
Summary Compensation Table Total	4,126,562	—
Average Summary Compensation Table Total	—	1,311,344
Compensation Actually Paid	3,401,723	—
Average Compensation Actually Paid	—	1,138,485

As required, below are the most important measures used by the Company to link compensation actually paid to all our NEOs, including the PEO, to Company performance for Fiscal 2023. For further information regarding these performance metrics and their function in our executive compensation program, please see “Compensation Discussion and Analysis” beginning on page [39](#).

2023 Most Important Measures (Unranked)

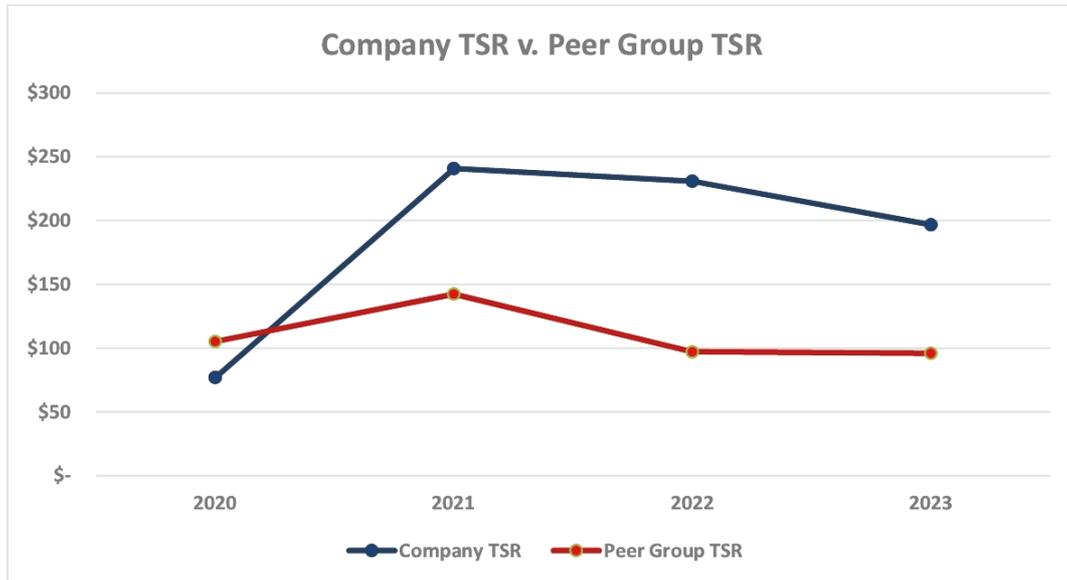
Revenue
Adjusted EBITDA
Adjusted EPS

Relationship between “Compensation Actually Paid” and Performance Measures

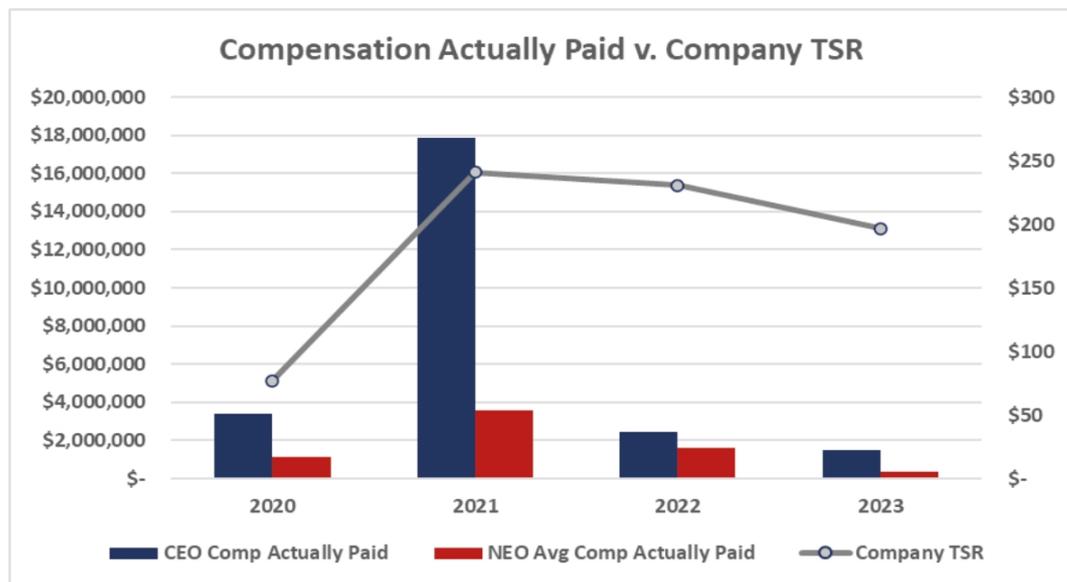
The charts below show, for the past four years, the relationship of the Company’s TSR relative to its peers as well as the relationship between the PEO and non-PEO CAP and (i) the Company’s TSR; (ii) the Company’s net income; and (iii) the Company’s Adjusted EBITDA.

CAP, as required under SEC rules, reflects adjusted values to unvested and vested equity awards during the years shown in the table based on year-end stock prices, various accounting valuation assumptions, and projected performance modifiers but does not reflect actual amounts paid under those awards. CAP generally fluctuates due to stock price achievement and varying levels of projected and actual

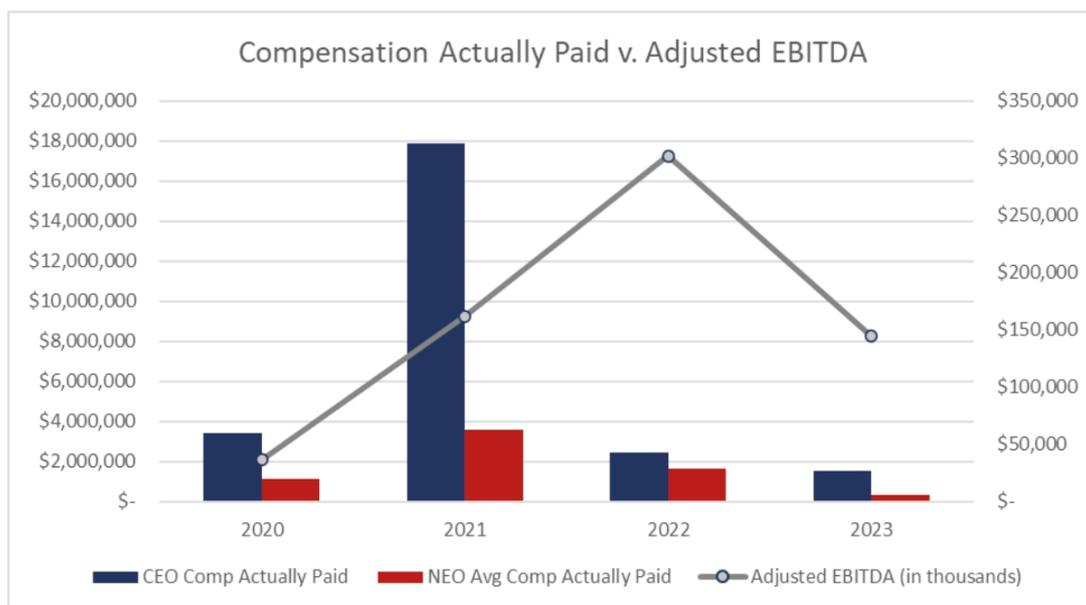
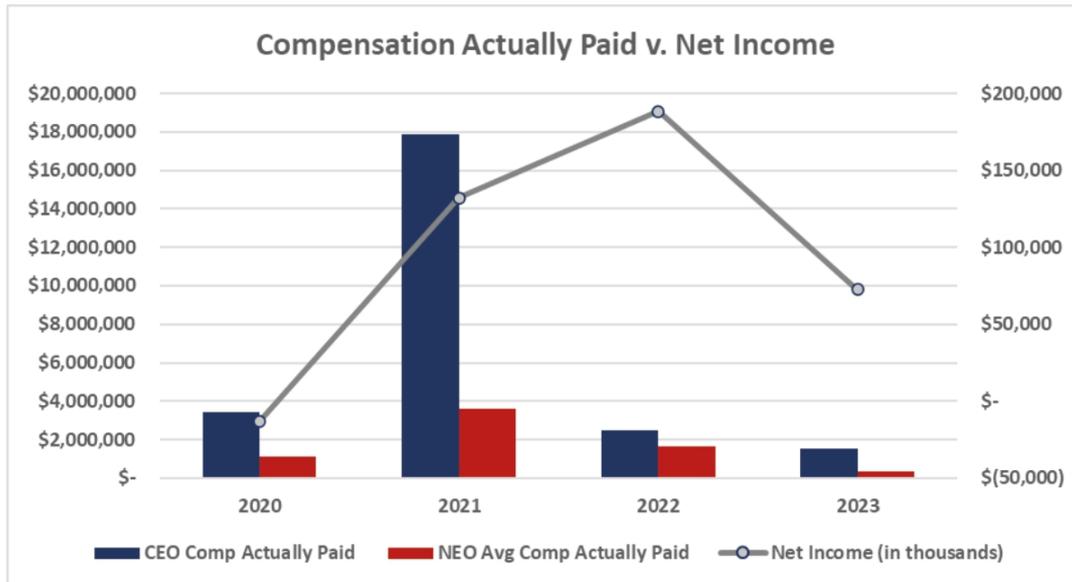
achievement of performance goals (as reflected in the significant increase to 2021 CAP). For a discussion of how our Compensation Committee assessed our performance and our NEOs’ pay each year, see “Compensation Discussion and Analysis” in this Proxy Statement and in the proxy statements for 2020 through 2022.



Total Shareholder return in the above chart, in the case of both the Company and the Dow Jones US Business Training & Employment Agencies Index as noted in the Pay versus Performance table, reflects the cumulative return of \$100 as if invested on December 31, 2019.



In Fiscal 2022, the PEO compensation included two PEOs, Mr. Clark, who retired on March 31, 2022, and Mr. Martins, who was appointed as PEO on March 31, 2022. Mr. Clark transitioned to the role of Chairman of the Board. As a result, his compensation includes the grant he was awarded on June 1, 2022 as a member of the Board.



Compensation of the PEO and non-PEO NEOs includes long-term incentive awards, of which a certain percentage, ranging from 33% in Fiscal 2020 to 50% in Fiscal 2023, are tied to the future performance of the Company, including Adjusted EBITDA.

OUR ANNUAL MEETING & OTHER INFORMATION

OUR PROPOSALS

PROPOSAL NO. 1: ELECTION OF DIRECTORS

The Board currently consists of eight members, whose current terms expire at the Annual Meeting. Each of these directors are standing for re-election at the Annual Meeting.

Each director nominee elected will hold office until the 2025 Annual Meeting of Stockholders and until a successor has been duly elected and qualified unless, prior to such meeting, a director shall resign, or his or her directorship shall become vacant due to his or her death, resignation, or removal. All director nominees were elected at the 2023 Annual Meeting of Stockholders.

Each director nominee has agreed to serve, if elected, and management has no reason to believe that he or she will be unavailable to serve. If any of the director nominees should be unavailable for election, the proxies will be voted for the election of such other person as may be recommended by the Board in place of such director nominee. Shares properly voted will be voted FOR each director nominee unless the stockholder indicates on the proxy that authority to vote the shares is withheld for one or more of the director nominees listed. A proxy cannot be voted for a greater number of persons than the eight director nominees.

Name	Age	Position
Kevin C. Clark	63	Chairman of the Board and Director
Dwayne Allen	62	Director
Venkat Bhamidipati	57	Director
W. Larry Cash	75	Chairperson of the Audit Committee and Lead Director
Gale Fitzgerald	73	Chairperson of the Governance and Nominating Committee and Director
John A. Martins	55	President, Chief Executive Officer and Director
Janice E. Nevin, M.D., MPH	63	Director
Mark Perlberg, JD	67	Chairperson of the Compensation Committee and Director

For information as to the shares of the Common Stock held by our director nominees, see “Security Ownership of Certain Beneficial Owners and Management” and for a biographical summary of our director nominees, see “Our Board of Directors.” There are no arrangements or understandings between any of the director nominees or executive officers and any other person pursuant to which our director nominees or executive officers have been selected for their respective positions.

**THE BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE “FOR” EACH
OF THE DIRECTOR NOMINEES
(PROPOSAL NO. 1 ON YOUR PROXY CARD)**

PROPOSAL NO. 2: RATIFICATION OF THE APPOINTMENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

D&T has served as our independent registered public accounting firm since 2015. The Audit Committee annually evaluates the selection of our independent registered accounting firm and has reappointed D&T as the Company's independent registered public accounting firm to examine the consolidated financial statements of the Company and its subsidiaries for the fiscal year ending December 31, 2024. In deciding whether to reappoint D&T, the Audit Committee considered a number of factors, including, but not limited to D&T's independence, quality of services, effectiveness of communications, and technical expertise and knowledge of the industry. The Audit Committee is directly involved with the selection of the lead engagement partner, including in connection with the mandated rotation of the independent auditor's lead engagement partner every five years.

Although stockholder approval is not required for the appointment of an independent accounting firm, the Audit Committee and the Board believe that soliciting stockholder input is a matter of good corporate governance. If the stockholders fail to ratify the appointment of D&T, it will be considered as a directive to the Audit Committee and the Board to consider the appointment of another independent accounting firm; however, the Board and the Audit Committee are not required to do so. Even if D&T's appointment is ratified, the Board and the Audit Committee may select a different independent accounting firm at any time during the year if it is determined that such a change would be in the best interests of the Company and its stockholders.

Members of D&T are expected to be present by virtual participation at the Annual Meeting, will have an opportunity to make a statement if they desire to do so, and will be available to respond to appropriate questions.

The Audit Committee deems the ratification of the appointment of D&T as our independent registered public accounting firm to be in the best interest of the Company and its stockholders and recommends that holders of our Common Stock vote FOR Proposal No. 2.

The affirmative vote of holders of a majority of shares represented at the Annual Meeting, by virtual participation or by proxy and entitled to vote is required for the ratification of the Audit Committee's selection of D&T as our independent registered public accounting firm for the fiscal year ending December 31, 2024.

THE BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE RATIFICATION OF THE APPOINTMENT OF DELOITTE & TOUCHE LLP AS THE COMPANY'S INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM (PROPOSAL NO. 2 ON YOUR PROXY CARD)

PROPOSAL NO. 3: NON-BINDING ADVISORY VOTE TO APPROVE COMPENSATION OF OUR NAMED EXECUTIVE OFFICERS

We urge stockholders to read the “Compensation Discussion and Analysis” beginning on page [39](#) of this Proxy Statement, which describes in more detail how our executive compensation policies and procedures operate and are designed to achieve our compensation objectives, as well as the Summary Compensation Table and other related compensation tables and narrative, beginning on page [58](#), which provide detailed information on the compensation of our named executive officers. The Compensation Committee and the Board believe that our executive compensation program has been effective in aligning NEO pay with performance outcomes and in reinforcing key business and strategic objectives in support of long-term value creation.

In accordance with Section 14A of the Exchange Act, and as a matter of good corporate governance, we are asking stockholders to approve the following advisory resolution at the Annual Meeting:

“RESOLVED, that the stockholders of the Company approve, on an advisory basis, the compensation of the Company’s named executive officers disclosed in the Compensation Discussion and Analysis, the Summary Compensation Table and the related compensation tables, notes, and narrative in the Proxy Statement for the Company’s 2024 Annual Meeting of Stockholders.”

This advisory resolution, commonly referred to as a “say-on-pay” resolution, is non-binding on the Board. This proposal gives the Company’s stockholders the opportunity to express their views on the compensation of its named executive officers in accordance with Section 14A of the Exchange Act. This vote is not intended to address any specific item of compensation, but rather the overall compensation of our named executive officers and the Company’s compensation philosophy, policies, and practices described in this Proxy Statement.

The Board and the Compensation Committee value the opinions of the Company’s stockholders and, to the extent that any significant vote against the named executive officer compensation occurs, the Board will consider the stockholders’ concerns and the Compensation Committee will evaluate whether any actions are necessary to address those concerns. However, neither the Board nor the Compensation Committee will have any obligation to take such actions.

The Board has adopted a policy providing for an annual “say-on-pay” advisory vote. At our 2023 annual meeting of stockholders, our stockholders voted to conduct the “say-on-pay” advisory vote on an annual basis.

**THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE
“FOR” THE ADVISORY VOTE TO APPROVE THE COMPENSATION PAID TO OUR
NAMED EXECUTIVE OFFICERS IN 2023
(PROPOSAL NO. 3 ON YOUR PROXY CARD)**

**PROPOSAL NO. 4: VOTE TO APPROVE THE CROSS COUNTRY HEALTHCARE, INC.
2024 OMNIBUS INCENTIVE PLAN**

Overview

We are asking our stockholders to approve a proposal to adopt the Cross Country Healthcare, Inc. 2024 Omnibus Incentive Plan (the “2024 Omnibus Incentive Plan”) at our Annual Meeting. Our Board adopted the 2024 Omnibus Incentive Plan on March 22, 2024 upon recommendation of the Compensation Committee (the “Committee”), subject to stockholder approval at the Annual Meeting. If approved by our stockholders, the 2024 Omnibus Incentive Plan will become effective as of the date of the stockholder approval (the “Effective Date”).

The 2024 Omnibus Incentive Plan is a successor to the Cross Country Healthcare, Inc. 2020 Omnibus Incentive Plan, as amended (the “Prior Plan”). No additional grants will be made under the Prior Plan on or after the Effective Date. Outstanding grants under the Prior Plan will continue to be in effect according to their terms and the shares with respect to outstanding grants made under the Prior Plan shall be issued or transferred under the Prior Plan.

If our stockholders do not approve the 2024 Omnibus Incentive Plan, we will continue to be able to grant awards under the Prior Plan. As of March 18, 2024, 1,497,526 shares of our common stock, par value \$0.0001 per share (“Common Stock”), were available for grant under the Prior Plan, assuming outstanding awards that vest based on attainment of performance goals become vested and are settled reflecting maximum performance achievement.

The Board is seeking stockholder approval of the 2024 Omnibus Incentive Plan in order to (i) meet Nasdaq listing requirements, (ii) allow incentive stock options awarded under the 2024 Omnibus Incentive Plan to meet the requirements of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the “Code”), (iii) continue to maintain a limit on annual compensation of non-employee directors, and (iv) conform to good corporate governance.

Reasons for the New Omnibus Incentive Plan

Incentive compensation programs play a pivotal role in the Company’s efforts to attract and retain key personnel essential to the Company’s long-term growth and financial success. We are asking our stockholders to approve the 2024 Omnibus Incentive Plan to assist the Company in attracting and retaining qualified personnel. If our stockholders do not approve the 2024 Omnibus Incentive Plan, we will be limited in our ability to continue to issue awards in numbers sufficient to attract and motivate the highly skilled employees we need to recruit and retain.

Offering a broad-based equity compensation program is vital to attracting and retaining highly skilled people in the highly competitive health-care services and staffing industry. We use equity awards to incentivize employees, non-employee directors, consultants, and other key advisors who provide important services to the Company. We believe that providing an equity stake in the future success of our Company motivates these individuals to achieve our long-term business goals and to increase stockholder value. Their innovation and productivity are critical to our success. A meaningful portion (currently 50%) of equity grants to executive officers are in the form of performance shares tied to multi-year goals. Accordingly, approving the 2024 Omnibus Incentive Plan is in the best interest of our stockholders because equity awards help us to:

- attract, motivate, and retain talented employees, non-employee directors, consultants, and other key advisors;
- align the interests of award recipients and stockholders; and
- link compensation with Company performance and long-term value creation.

We strongly believe that approval of the 2024 Omnibus Incentive Plan will enable us to achieve our goals of attracting and retaining our most valuable asset: our employees and other service providers.

Without an appropriate reserve of shares of Common Stock (“Shares”) to grant competitive equity-based incentives, we would be forced to consider cash replacement alternatives to provide a market-competitive total compensation package necessary to attract, retain, and motivate the talent critical to our future successes. These cash replacement alternatives could, among other things, reduce the cash available for investment in growth and development and cause a loss of motivation by employees to achieve superior performance over a longer period of time. Equity-based incentives, by contrast, directly align a portion of the compensation of our service providers with the economic interests of our stockholders.

For that reason, the Company has structured the 2024 Omnibus Incentive Plan to provide flexibility in both designing equity incentive programs with a broad array of award vehicles, such as stock options, stock appreciation rights (“SARs”), stock awards, and restricted stock units, as well as cash awards, and implementing competitive incentive compensation programs for its employees and non-employee directors. Following the Effective Date, the 2024 Omnibus Incentive Plan will be the only plan under which new equity awards may be granted to our employees and other service providers. If this Proposal 4 is not approved, then we would be at a disadvantage against our competitors for recruiting, retaining, and motivating individuals critical to our success.

Highlights of the 2024 Omnibus Incentive Plan

The 2024 Omnibus Incentive Plan contains a number of provisions that we believe are consistent with best practices in equity compensation and which protect stockholders’ interests, as described below:

- *No evergreen authorization.* The 2024 Omnibus Incentive Plan does not contain an “evergreen” Share reserve, meaning that the Share reserve will not be increased without further stockholder approval.
- *No liberal share recycling provisions.* The 2024 Omnibus Incentive Plan prohibits the re-use of Shares withheld or delivered to satisfy the exercise price of a stock option or base price of a SAR or to satisfy tax withholding requirements associated with any award. The 2024 Omnibus Incentive Plan also prohibits “net share counting” upon the exercise of stock options or SARs and prohibits the re-use of Shares purchased on the open market with the proceeds of option exercises.
- *Limit on awards to non-employee directors.* The 2024 Omnibus Incentive Plan imposes an aggregate limit on the value of awards that may be granted, when aggregated with cash fees that may be paid, to each non-employee director for services as a non-employee director in any year to \$600,000 in total value.
- *Minimum vesting requirements.* The 2024 Omnibus Incentive Plan requires a one-year minimum vesting schedule for awards, except that up to 5% of the Shares reserved for issuance (subject to certain adjustments) are available for grant without regard to this requirement, and awards granted to non-employee directors on the date of an annual stockholders’ meeting satisfy this requirement if they provide for vesting at the stockholders’ meeting immediately following the grant date (but in any event not less than 50 weeks following the date of grant).
- *Ban on in-the-money stock options and SARs.* The 2024 Omnibus Incentive Plan prohibits the grant of stock options or stock appreciation rights with an exercise price or base price that is less than fair market value on the date of grant.

- *No repricing or grant of discounted stock options or SARs.* The 2024 Omnibus Incentive Plan prohibits repricing of options or SARs either by amending an existing award or substituting a new award for a cancelled award that has an exercise price or base amount less than the exercise price or base amount applicable to the original award without stockholder approval.
- *No single-trigger acceleration.* The 2024 Omnibus Incentive Plan does not provide for automatic vesting acceleration of awards in connection with a change in control of the Company.
- *No dividends on unvested awards.* The 2024 Omnibus Incentive Plan prohibits dividends or dividend equivalents to be granted in connection with stock options or SARs and prohibits payment of dividends or dividend equivalents on unvested awards until the underlying awards have vested.
- *Subject to applicable recoupment policies.* Awards granted under the 2024 Omnibus Incentive Plan are subject to any applicable recoupment policies, share trading policies, and other policies that may be approved or implemented by the Board or the Compensation Committee from time to time.
- *Administered by an independent committee.* The 2024 Omnibus Incentive Plan will be administered by an independent committee of the Board.

Determination of the Number of Shares Available for Awards under the 2024 Omnibus Incentive Plan

If this Proposal 4 is approved by our stockholders, subject to adjustments as described below, the maximum aggregate number of Shares that may be issued under the 2024 Omnibus Incentive Plan will be 2,400,000. In addition, subject to adjustments described below, any Shares reserved for issuance under the Prior Plan that remain available for grant under the Prior Plan as of the Effective Date and Shares underlying any outstanding award granted under the Prior Plan that, following the Effective Date, expires, or is terminated, surrendered, cancelled, or forfeited or exchanged for any reason without issuance of such Shares will be available for the grant of new awards under the 2024 Omnibus Incentive Plan.

In determining the number of Shares to be authorized for issuance under the 2024 Omnibus Incentive Plan, the Board, in consultation with Pearl Meyer, considered a number of factors, including our historical equity grant practices (including participation levels and “burn rate,” as discussed below), the anticipated number of Shares needed for future awards, a dilution analysis, competitive data from relevant peer companies, the current and future accounting expenses associated with our equity award practices, and input from our stockholders. As of March 18, 2024, 1,497,526 Shares remain available for awards under the Prior Plan, and the Board took such Shares into account when determining the number of Shares to be available under the 2024 Omnibus Incentive Plan. Our equity grant participation currently extends well below the senior executive level, and we plan to continue to place significant emphasis on equity-based compensation going forward, to focus participants on long-term value creation and further promote alignment with stockholder interests.

Dilution Analysis

The table below shows our potential dilution levels based on our Common Stock outstanding as of March 18, 2024, the new Shares requested for issuance under the 2024 Omnibus Incentive Plan, and our total equity awards outstanding as of March 18, 2024. The Board believes that the number of Shares requested under the 2024 Omnibus Incentive Plan represents a reasonable amount of potential equity dilution and will allow us to continue granting equity awards to a broad group of executives and other key employees and service providers to further strengthen alignment with stockholder interests.

Potential Overhang with 2,400,000 Requested Shares as of March 18, 2024	
Stock Options Outstanding	—
Outstanding Full Value Awards ⁽¹⁾	949,917
Total Equity Awards Outstanding ⁽²⁾	949,917
Shares Available for Grant under the Prior Plan ⁽³⁾	1,497,526
Shares Requested for the 2024 Omnibus Incentive Plan	2,400,000
Total Potential Overhang under the 2024 Omnibus Incentive Plan ⁽⁴⁾	4,847,443
Shares of Common Stock Outstanding	34,677,359
Fully Diluted Shares ⁽⁵⁾	39,524,802
Potential Dilution of 2,400,000 Shares as a Percentage of Fully Diluted Shares	6.07%

(1) “Outstanding Full Value Awards” represents the sum of (i) 536,081 restricted stock awards granted under the Prior Plan and (ii) 413,836 restricted stock units granted under the Prior Plan that vest based upon the attainment of performance goals (“performance shares”), assuming target performance, in each case as of March 18, 2024. The number of Shares to be issued in settlement of performance shares range from 0% to 175% of target, based upon achievement of the performance goals.

(2) “Total Equity Awards Outstanding” represents the sum of (i) Stock Options Outstanding and (ii) Outstanding Full Value Awards, in each case as of March 18, 2024. No additional awards will be granted under the Prior Plan upon approval of the 2024 Omnibus Incentive Plan. Any outstanding awards under the Prior Plan will remain outstanding per such award’s original terms. Shares underlying any outstanding award granted under the Prior Plan that, following the Effective Date of the 2024 Omnibus Incentive Plan, expires, or is terminated, surrendered, cancelled, exchanged, or forfeited for any reason without issuance of such Shares will be available for new grants under the 2024 Omnibus Incentive Plan.

(3) The “Shares Available for Grant” reflects the number of Shares remaining available for grants under the Prior Plan as of March 18, 2024, after subtracting the number of Total Equity Awards Outstanding. As of the Effective Date, the Shares available for grant on the Effective Date under the Prior Plan will be available for grant under the 2024 Omnibus Incentive Plan and no Shares will be available for grant under the Prior Plan.

(4) “Total Potential Overhang” represents the sum of (i) Total Equity Awards Outstanding as of March 18, 2024, plus (ii) Shares Available for Grant as of March 18, 2024, plus (iii) Shares Requested for the 2024 Omnibus Incentive Plan, as if the share request had been approved as of March 18, 2024.

(5) “Fully Diluted Shares” is the sum of (i) Total Potential Overhang, plus (ii) Shares of Common Stock Outstanding as of March 18, 2024.

Burn Rate

In connection with our stock-based compensation programs, we are committed to using equity incentive awards prudently and within reasonable limits. Accordingly, we closely monitor our Share usage (referred to as “burn rate”) each year and over time. The table below sets forth the following information regarding the awards granted under the Prior Plan: (i) the burn rate for each of the last three calendar years

and (ii) the average burn rate over the last three calendar years. The burn rate for a year has been calculated as follows: (1) all stock options and full value awards granted or earned in the applicable year, divided by (2) the weighted average number of Shares outstanding for the applicable year.

We have included in the table below a burn rate calculation based on the number of stock options granted, restricted stock awards granted, and performance shares earned in the applicable year, divided by the weighted average number of Shares outstanding for the applicable year.

Equity Award Burn Rate Calculation for Fiscal 2021 - 2023						
Fiscal Year	Weighted Average # of Common Shares Outstanding (CSO)	# of Stock Options Granted	# of Time-Based Restricted Shares Granted	# of Performance-Based Stock Awards Vested	Total # of Shares for Burn Rate Calculation	Total Shares as % of Weighted Average CSO
2021	36,689,000	—	483,900	—	483,900	1.32%
2022	37,012,000	—	289,624	170,278	459,902	1.24%
2023	35,158,000	—	319,312	238,253	<u>557,565</u>	<u>1.59%</u>
3-Year Average					500,456	1.38%

The burn rate means that we used an annual average of 1.38% of the weighted average Shares outstanding for awards granted or earned over the past three years. Actual Share usage will vary over time, impacted by various factors such as participation levels, award opportunities and mix, grant date prices, and Company performance. As previously noted, a significant portion (currently 50%) of long-term incentive award opportunities for NEOs and certain other senior executives are provided in the form of performance shares tied to multi-year goals in support of long-term value creation.

Summary of Cross Country Healthcare, Inc. 2024 Omnibus Incentive Plan

*The material terms of the 2024 Omnibus Incentive Plan are summarized below. A copy of the full text of the 2024 Omnibus Incentive Plan is attached to this Proxy Statement in **Appendix A**. This summary of the 2024 Omnibus Incentive Plan is not intended to be a complete description of the 2024 Omnibus Incentive Plan and is qualified in its entirety by the actual text of the 2024 Omnibus Incentive Plan to which reference is made. Capitalized terms used, but not defined, in the following summary have the meaning assigned to those terms in the 2024 Omnibus Incentive Plan.*

Purpose

The 2024 Omnibus Incentive Plan is intended to provide participants with an incentive to contribute materially to the Company’s growth by aligning the economic interests of the participants with those of the Company’s stockholders.

Types of Awards

The 2024 Omnibus Incentive Plan provides for the issuance of stock options (including incentive stock options and nonqualified stock options), SARs, stock awards, stock units, other stock-based, awards and cash awards to employees, non-employee directors, and consultants of the Company or its subsidiaries.

Administration

The 2024 Omnibus Incentive Plan will be administered by the Committee. The Committee can delegate authority to administer the 2024 Omnibus Incentive Plan to one or more subcommittees of the Committee, as it determines to be appropriate. In addition, subject to compliance with applicable laws and

applicable stock exchange requirements, the Committee may delegate some or all of its authority to officers, or a committee of officers of the Company, with respect to grants of awards to employees, advisors, or consultants who are not executive officers or directors subject to reporting obligations under Section 16 of the Exchange Act and who are not the officers delegated such authority.

The Committee will determine (i) the individuals who will receive awards under the 2024 Omnibus Incentive Plan; (ii) the type, size, terms and conditions of awards under the 2024 Omnibus Incentive Plan, consistent with the plan; (iii) when grants of awards will be made and, subject to the minimum vesting requirements described below, the duration of any applicable exercise or restriction period, including the criteria for exercisability and the acceleration of exercisability; (iv) the amounts payable based on whether performance goals were met, with discretion to make adjustments to the amounts payable as the Committee deems appropriate and in the Company's best interests; (v) when to amend previously granted awards, subject to the limitations set forth in the 2024 Omnibus Incentive Plan; (vi) the terms and guidelines that apply to individuals living outside the U.S. who receive grants under the 2024 Omnibus Incentive Plan; and (vii) the resolution of any other matters arising under the 2024 Omnibus Incentive Plan.

The term "Committee" in this description of the 2024 Omnibus Incentive Plan will refer to the Committee, our Board, or any subcommittee or officers, as applicable, that has authority with respect to a specific grant.

Shares Subject to the 2024 Omnibus Incentive Plan

Subject to adjustment described below, our 2024 Omnibus Incentive Plan authorizes the issuance or transfer of up to 2,400,000 Shares with respect to awards granted under the Plan on and after the Effective Date. In addition, the 2024 Omnibus Incentive Plan provides that Shares reserved for issuance under the Prior Plan that remain available for grant as of the Effective Date and Shares underlying any outstanding award granted under the Prior Plan that, following the Effective Date, expires, or is terminated, surrendered, cancelled, exchanged, or forfeited, for any reason without issuance of such Shares will be available for new grants under the 2024 Omnibus Incentive Plan. Subject to adjustment, as described below, the aggregate number of Shares available for issuance or transfer under the 2024 Omnibus Incentive Plan pursuant to incentive stock options granted on and after the Effective Date cannot exceed 2,400,000 Shares.

The Shares issuable under the 2024 Omnibus Incentive Plan may be drawn from Shares of authorized but unissued Common Stock or from Shares that we acquire, including Shares purchased on the open market.

If awards granted under the 2024 Omnibus Incentive Plan expire, terminate, or are surrendered, cancelled, forfeited, or exchanged without having been exercised, vested, or paid in Shares, such Shares will again be available for purposes of the 2024 Omnibus Incentive Plan. Shares surrendered in payment of an option's exercise price, including options granted under the Prior Plan that are exercised on or after the Effective Date, are not available for re-issuance under the 2024 Omnibus Incentive Plan. Furthermore, Shares withheld or surrendered for payment of taxes with respect to awards, including such awards granted under the Prior Plan, are not available for reissuance. If SARs are granted, the full number of Shares subject to the SARs are considered issued under the 2024 Omnibus Incentive Plan, without regard to the number of Shares issued upon exercise of the SARs. If grants of awards are settled in cash rather than Shares, any Shares that were previously subject to such awards will again be available for issuance or transfer under the 2024 Omnibus Incentive Plan. If we repurchase the Shares on the open market with proceeds from an option's exercise price (including options granted under the Prior Plan), then such Shares cannot be made available for issuance under the 2024 Omnibus Incentive Plan.

The number of Shares available under the 2024 Omnibus Incentive Plan will not be reduced by the Shares that are issued or transferred under awards made pursuant to an assumption, substitution, or exchange for previously granted awards of a company that we acquired in a transaction. Additionally, subject to

applicable stock exchange listing and Code requirements, Shares available under an acquired company's stockholder approved plan, as adjusted, may be used by the Company for grants of awards under the 2024 Omnibus Incentive Plan, and they will not reduce the 2024 Omnibus Incentive Plan's Share reserve.

Non-Employee Director Limit

Subject to adjustment, as described below, the maximum aggregate grant date value of Shares (as determined for financial reporting purposes) granted to any non-employee director in a calendar year, taken together with any cash fees earned by such non-employee director for services rendered as a non-employee director during the calendar year, cannot exceed \$600,000 in total value. This calculation excludes the value of any dividend equivalents paid pursuant to grants of awards from any previous year.

Adjustments

If there is any change in the number or kind of Shares outstanding because of (i) a stock dividend, spinoff, recapitalization, stock split, reverse stock split, or combination or exchange of shares; (ii) a merger, reorganization, or consolidation; (iii) a reclassification or change in par value of Shares; or (iv) any other unusual or infrequently occurring event affecting the outstanding Common Stock as a class without the Company's receipt of consideration, or if the value of outstanding Shares is substantially reduced because of a spinoff or the Company's payment of an extraordinary dividend or distribution, the Committee will equitably adjust the following:

- the maximum number and kind of Shares available for issuance under the 2024 Omnibus Incentive Plan;
- the maximum grant date value of awards that a non-employee director may receive in a year (calculated as described above);
- the number and kind of Shares issued and to be issued under the 2024 Omnibus Incentive Plan;
- the price per Share or applicable market value of awards; and
- the exercise price of options, base amount of SARs, performance goals or other terms and conditions that the Committee deems appropriate and subject to the 2024 Omnibus Incentive Plan's repricing restrictions.

The Committee will make adjustments to reflect changes in the number, kind, or value of Shares issued to prevent, to the extent possible, the enlargement or dilution of rights and benefits under the 2024 Omnibus Incentive Plan and for any outstanding awards, in each case subject to and consistent with applicable law. The Committee will eliminate any fractional Shares resulting from adjustment.

The Committee may also make adjustments to the terms and conditions of outstanding awards in recognition of unusual or nonrecurring events, including acquisitions and dispositions of business assets, which affect the Company, its subsidiaries, or business units, or any financial statements of the Company or its subsidiaries, or in response to changes in applicable laws, regulations, or accounting principles. In the event of certain transactions that represent a change in control (as described below), the change in control provisions of the 2024 Omnibus Incentive Plan will apply.

The Committee has sole discretion and authority to determine the adjustments to be made, and adjustments by the Committee are final, binding, and conclusive.

Eligibility

All employees and non-employee directors, and certain key advisors (including consultants and advisors of the Company) that provide services to us and our subsidiaries are eligible to participate in the 2024 Omnibus Incentive Plan. The Committee will select which eligible service providers will receive grants of awards under the 2024 Omnibus Incentive Plan. As of March 18, 2024, approximately 1,785 employees, 7 non-employee directors, 11 consultants, and no advisors would have been eligible to participate in the 2024 Omnibus Incentive Plan if the 2024 Omnibus Incentive Plan were in effect on such date.

The Company's officers and non-employee directors are eligible to participate in the 2024 Omnibus Incentive Plan; accordingly, they may be deemed to have an interest in this proposal.

Vesting and Minimum Vesting Requirements

The Committee determines the vesting and exercisability terms of awards granted under the 2024 Omnibus Incentive Plan and such awards will have regular vesting schedules that provide that no portion of an award will vest earlier than one year from the date of grant. However, (i) awards granted to non-employee directors will be deemed to satisfy this minimum vesting requirement if granted on the date of our annual meeting of stockholders and vest on the date of our annual meeting of stockholders immediately following the date of grant (but in any event, not less than 50 weeks following the date of grant), and (ii) up to 5% of the Shares reserved under the 2024 Omnibus Incentive Plan as of the Effective Date (subject to adjustment as described above) may be granted without regard to this minimum vesting requirement. The Committee may accelerate vesting of any award, in its discretion.

Options

Under our 2024 Omnibus Incentive Plan, the Committee may grant incentive stock options and nonqualified stock options. Incentive stock options may be granted to employees of the Company or employees of any parent or subsidiary of the Company, in accordance with Section 424 of the Code. Nonqualified stock options may be granted to employees, non-employee directors, and key advisors. The exercise price of an option granted under the 2024 Omnibus Incentive Plan will be determined by the Committee, but cannot be less than the fair market value of a Share on the date that the option is granted. If an incentive stock option is granted to a 10% stockholder, the exercise price cannot be less than 110% of the fair market value of a Share on the date that the option is granted.

The Committee will determine the term of an option, with a term limit of no more than ten years from the date of grant. However, an incentive stock option that is granted to a 10% stockholder cannot have a term that exceeds five years from the date of grant. In the event that on the last day of the term of a nonqualified stock option, the exercise is prohibited by applicable law, including a prohibition on purchases or sales of our common stock under our insider trading policy, the term of the nonqualified stock option will be extended for a period of 30 days following the end of the legal prohibition, unless the Committee determines otherwise.

Subject to the minimum vesting requirements of the 2024 Omnibus Incentive Plan, options will become exercisable according to the terms and conditions set by the Committee in the award agreement. The Committee may accelerate the exercisability of any outstanding options at any time and for any reason. The Committee will determine in the award agreement under what circumstances and during what time period a participant may exercise an option after termination of employment or service. Any options granted to non-exempt employees cannot be exercisable for at least six months after the grant date (except, as determined by the Committee, upon the Participant's death, disability, or retirement, or upon a change in control (as described below) or other circumstances permitted by applicable regulations).

A participant can exercise an option that has become exercisable by delivering a notice of exercise to the Company. The exercise price for any option is generally payable in cash or check. In certain circumstances, as permitted by the Committee, the exercise price may be paid by the surrender of Shares with an aggregate fair market value on the date the option is exercised equal to the exercise price; by payment through a broker in accordance with procedures established by the Federal Reserve Board; by withholding Shares subject to the exercisable option that have a fair market value on the date of exercise equal to the aggregate exercise price; or by such other method as the Committee approves.

Stock Awards

The Committee may grant stock awards of our Common Stock to anyone eligible under the 2024 Omnibus Incentive Plan. Stock awards may be subject to restrictions as the Committee determines. The restrictions, if any, may lapse over a specified period or based on the satisfaction of pre-established criteria, as determined by the Committee, including, but not limited to, restrictions based on the achievement of performance goals. The award agreement will set the period of time during which the stock awards will be subject to restrictions, during which time a participant cannot sell, assign, transfer, pledge, or otherwise dispose of the shares of a stock award, except as permitted by the Committee.

If a participant ceases to be employed by or provide services to the Company during any restricted period, or if other specified conditions are not met, any unvested portion of the stock award will be forfeited, unless the Committee determines otherwise.

Unless otherwise determined by the Committee, a participant will have the right to vote the participant's shares and the right to receive dividends or other distributions paid on the shares, subject to any restrictions, including the achievement of performance goals, that the Committee may determine. However, dividends with respect to stock awards will only vest and be paid if and to the extent that the underlying stock award vests.

Stock Units

The Committee may grant stock units to anyone eligible to participate in the 2024 Omnibus Incentive Plan. Stock units represent hypothetical Shares, and each represents a right that a participant has to receive a Share or amount of cash based on the Common Stock's value, if and when specified conditions are met.

Stock units become payable if certain conditions or circumstances are met, including specified performance goals. The Committee may accelerate vesting or payment for any reason and at any time, provided that the acceleration complies with Section 409A of the Code. Payment for stock units can be made in Common Stock, cash, or any combination of the two as determined by the Committee. All unvested stock units are forfeited if the participant's employment or service is terminated for any reason, unless the Committee determines otherwise.

Stock Appreciation Rights

The Committee may grant SARs to anyone eligible for the 2024 Omnibus Incentive Plan separately or in tandem with any option. Tandem SARs for non-qualified stock options may be granted at the time an option is granted or while an option is outstanding. In the case of incentive stock options, SARs may only be granted at the time the incentive stock option is granted. The Committee will establish the base amount of the SAR at the time when the SAR is granted, which will be equal to or greater than the fair market value of a share of our Common Stock as of the date of grant, as well as the vesting and other restrictions applicable to the exercisability of a SAR.

If a SAR is granted in tandem with an option, the number of SARs that are exercisable during a specified period will not exceed the number of Shares that the participant may purchase upon exercising the related option during such period. Upon exercising the related option, the related SARs will terminate, and

upon the exercise of a SAR, the related option will terminate to the extent of an equal number of Shares. Generally, SARs may only be exercised while the participant is employed by, or providing services to, us or during an applicable period following termination. If a SAR is granted to a non-exempt employee, it may not be exercisable for at least six months after the date of grant (except, as determined by the Committee, upon the Participant's death, disability, or retirement, or upon a change in control (as described below) or other circumstances permitted by applicable regulations).

When a participant exercises a SAR, the participant will receive the excess of the fair market value of the underlying Common Stock over the base amount of the SAR. The appreciation of a SAR will be paid in Shares, cash, or both.

The term of any SAR cannot exceed ten years from the date of grant. In the event that on the last day of the term of a SAR, the exercise is prohibited by applicable law, including a prohibition on purchases or sales of our Common Stock under our insider trading policy, the term of the SAR will be extended for a period of 30 days following the end of the legal prohibition, unless the Committee determines otherwise.

Other Stock-Based Awards

The Committee may grant other stock-based awards that are based on or measured by our Common Stock to anyone who is eligible to participate in the 2024 Omnibus Incentive Plan, subject to terms and conditions set by the Committee. Other stock-based awards may be subject to the achievement of performance goals or criteria, and may be payable in cash, Shares, or a combination of the two, as determined by the Committee.

Cash Awards

The Committee may grant cash awards to employees who are executive officers and other key employees of the Company. The Committee shall determine the terms and conditions applicable to cash awards, including the criteria for the vesting and payment of cash awards, and cash awards need not relate to the value of Shares.

Dividend Equivalents

The Committee may grant dividend equivalents in connection with stock units or other stock-based awards, either in the award agreement or at any point following the grant of the stock unit or other stock-based award. Dividends and dividend equivalents granted in connection with an award of stock units or other stock-based award will vest and be paid only if and to the extent that the underlying award of stock units or other stock-based award is vested and paid. Dividend equivalents may be payable in cash or Shares and upon terms and conditions set by the Committee.

Dividends and dividend equivalents may not be granted in connections with options or SARs.

Prohibition on Repricing

Except in connection with a corporate transaction involving the Company, the Committee may not (i) amend the terms of any outstanding stock options or SARs to reduce the exercise price or base price, as applicable; (ii) cancel outstanding stock options or SARs in exchange for stock options or SARs with an exercise price or base price that is lower than the exercise price or base price of the original option or SAR; or (iii) cancel outstanding stock options or SARs with an exercise price or base price, as applicable, above the current stock price in exchange for cash or other securities without stockholder approval.

Change in Control

If we experience a change in control where we are not the surviving corporation (or survive only as a subsidiary of another corporation), unless the Committee determines otherwise, all outstanding grants that are not exercised, unvested, or paid at the time of the change in control will be assumed by or replaced with grants (with respect to cash, securities, or a combination thereof) that have comparable terms by the surviving corporation (or a parent or subsidiary of the surviving corporation).

Unless the Committee or applicable award agreement provides otherwise, if a participant's employment or service to the Company is terminated by reason of involuntary dismissal or discharge by the Employer for reasons other than cause upon or within twelve months following a change in control, the participant's awards become fully vested as of the date of such termination. For awards that become vested based, in whole or in part, on performance, the applicable award agreement must specify how to calculate the portion of such grant that becomes vested.

If there is a change in control and all outstanding grants are not assumed by or replaced with grants that have comparable terms by the surviving company, then the Committee may (but is not required to) adjust the terms and conditions of outstanding awards, including, without limitation, taking any of the following actions (or combination thereof) without the consent of any participant:

- determine that outstanding options and SARs will automatically accelerate and become fully exercisable and the restrictions and conditions on outstanding stock awards, stock units, other stock-based awards, dividend equivalents, and cash awards immediately lapse;
- determine that participants will receive payment, in an amount and form determined by the Committee, in settlement of outstanding stock units, other stock-based awards, or dividend equivalents;
- require that participants surrender their outstanding stock options and SARs in exchange for a payment by the Company, in cash or Shares, equal to the difference between the exercise price and the fair market value of the underlying Shares; provided, however, if the per Share fair market value of our Common Stock does not exceed the per Share stock option exercise price or SAR base amount, as applicable, we will not be required to make any payment to the participant upon surrender of the stock option or SAR; or
- after giving participants an opportunity to exercise all of their outstanding stock options and SARs, terminate any unexercised stock options and SARs on the date determined by the Committee.

In general terms, a change in control under the 2024 Omnibus Incentive Plan occurs if:

- the consummation of a transaction where a person, entity, or affiliated group, with certain exceptions, becomes the beneficial owner of more than 50% of our then-outstanding voting securities;
- during any period of two consecutive years, individuals who at the beginning of the period constitute the Board, and (with certain exceptions) any new director whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board;
- we merge into another entity, other than a merger which would result in the voting securities of the Company outstanding immediately prior to the transaction continuing to represent more than 35% of the combined voting power of the voting securities of the surviving entity or surviving entity's parent immediately after such merger or consolidation;
- we sell or dispose of all or substantially all of our assets, other than the sale or disposition of all or substantially all of our assets to a person or persons who beneficially own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting securities of the Company at the time of the sale; or
- our stockholders approve a complete liquidation or dissolution.

Deferrals

The Committee may permit or require participants to defer receipt of the payment of cash or the delivery of Shares that would otherwise be due to the participant in connection with a grant under the 2024 Omnibus Incentive Plan. The Committee will establish the rules and procedures applicable to any such deferrals, consistent with the requirements of Section 409A of the Code.

Valuation

The fair market value per Share on any relevant date under the 2024 Omnibus Incentive Plan will be deemed to be equal to the price as reported during regular trading hours on the principal national securities exchange in the United States on which Shares are traded. If Shares are not traded on any national securities exchange, the fair market value shall be the price as quoted on an automated quotation system sponsored by the Financial Industry Regulatory Authority, or, if the Shares are not reported or quoted on the relevant date, on the first day prior to the relevant date on which the Shares were reported or quoted. If the Shares are not traded, listed, or otherwise reported or quoted, then fair market value shall be determined by the Committee in good faith, taking into account the requirements of Section 422 of the Code or Section 409A of the Code, as applicable.

Withholding

All awards under the 2024 Omnibus Incentive Plan are subject to applicable U.S. federal (including FICA), state and local, foreign, or other tax withholding requirements. We may require participants or other persons receiving or exercising awards to pay an amount sufficient to satisfy such tax withholding requirements with respect to such awards, or we may deduct from other wages and compensation paid by us the amount of any withholding taxes due with respect to such grant. We may also take any other actions that the Committee deems advisable to enable us to satisfy our withholding tax and other tax obligations with respect to any award made under the 2024 Omnibus Incentive Plan.

The Committee may permit or require that our tax withholding obligation with respect to awards paid in our Common Stock be paid by having Shares withheld up to an amount that does not exceed the participant's minimum applicable withholding tax rate for U.S. federal (including FICA), state and local tax liabilities, or as otherwise determined by the Committee. In addition, the Committee may, in its discretion, and subject to such rules as the Committee may adopt, allow participants to elect to have such share withholding applied to all or a portion of the tax withholding obligation arising in connection with any particular grant.

Transferability

Except as permitted by the Committee with respect to non-qualified stock options, only a participant may exercise rights under a grant during the participant's lifetime. A participant cannot transfer rights under a grant, except by will or by the laws of descent and distribution or, with respect to awards other than incentive stock options, pursuant to a domestic relations order. Upon death, the personal representative or other person entitled to succeed to the rights of the participant may exercise such rights. The Committee may provide in an award agreement that a participant may transfer non-qualified stock options and stock awards to family members, or one or more trusts or other entities for the benefit of or owned by family members, consistent with applicable securities laws.

Amendment; Termination

The Board may amend or terminate the 2024 Omnibus Incentive Plan at any time, except that the Board must receive stockholder approval to do so if required to comply with the Code, applicable law, or applicable stock exchange requirements.

The 2024 Omnibus Incentive Plan will terminate on the day immediately preceding the tenth anniversary of its Effective Date, unless terminated earlier by the Board or unless the Board, with stockholder approval, extends the term of the 2024 Omnibus Incentive Plan.

If a termination or amendment occurs after an award is made, such termination will not materially impair the rights of a participant with respect to the award, unless the participant consents or the Committee acts in compliance with applicable law or other exceptions set forth in the 2024 Omnibus Incentive Plan.

Establishment of Sub-Plans

Our Board may from time to time establish one or more sub-plans under the 2024 Omnibus Incentive Plan to satisfy applicable blue sky, securities, or tax laws of various jurisdictions. The Board will establish sub-plans by setting forth the Committee's discretionary limits under the 2024 Omnibus Incentive Plan and any additional terms and conditions not otherwise inconsistent with the 2024 Omnibus Incentive Plan.

Recoupment

All grants of awards under the 2024 Omnibus Incentive Plan will be subject to any applicable recoupment policies, share trading policies, and other policies that the Board or Committee may implement or approve at any time. We may offset any payments due under the 2024 Omnibus Incentive Plan to a participant where repayment is required by an applicable recoupment policy, subject to applicable law.

Subject to applicable law, the Committee may provide in any award agreement that if a participant breaches any restrictive covenant obligation or agreement between the participant and us, or otherwise engages in activities that constitute cause either while employed by, or providing services to, us or within a specified period thereafter, all awards held by the participant will terminate, and we may rescind any exercise of an option or SAR and the vesting of any other award and delivery of Shares upon such exercise or vesting, as applicable, on such terms as the Committee will determine, including the right to require that in the event of any rescission:

- the participant must return the Shares received upon the exercise of any option or SAR or the vesting and payment of any other grants; or
- if the participant no longer owns the Shares, the participant must pay to us the amount of any gain realized or payment received as a result of any sale or other disposition of the Shares (if the participant transferred the Shares by gift or without consideration, then the fair market value of the Shares on the date of the breach of the restrictive covenant agreement or activity constituting cause), net of the price originally paid by the participant for the Shares.

Payment by the participant will be made in such manner and on such terms and conditions as may be required by the Committee. We will be entitled to set off against the amount of any such payment any amounts that we otherwise owe to the participant.

Certain Federal Income Tax Aspects

The following is a summary of certain federal income tax consequences of awards under the 2024 Omnibus Incentive Plan. It does not purport to be a complete description of all applicable rules, and those rules (including those summarized here) are subject to change.

Options

An optionee generally will not recognize taxable income upon the grant of a non-statutory option. Rather, at the time of exercise of the option, the optionee will recognize ordinary income for income tax purposes in an amount equal to the excess, if any, of the fair market value of the Shares purchased over the exercise price. We generally will be entitled to a tax deduction at such time and in the same amount, if any, that the optionee recognizes as ordinary income. The optionee's tax basis in any Shares received upon the exercise of an option will be the fair market value of the Shares on the date of exercise, and if the Shares are later sold or exchanged, then the difference between the amount received upon such sale or exchange and the fair market value of such Shares on the date of exercise will generally be taxable as long-term or short-term capital gain or loss (if the Shares are a capital asset of the optionee) depending upon the length of time such Shares were held by the optionee.

Incentive stock options are eligible for favorable U.S. federal income tax treatment if certain requirements are satisfied. An incentive stock option must have an option price that is not less than the fair market value of the stock at the time the option is granted and must be exercisable within ten years from the date of grant. An employee granted an incentive stock option generally does not realize compensation income for U.S. federal income tax purposes upon the grant of the option. At the time of exercise of an incentive stock option, no compensation income is realized by the optionee other than tax preference income for purposes of the federal alternative minimum tax on individual income. If the Shares acquired on exercise of an incentive stock option are held for at least two years after grant of the option and one year after exercise, the excess of the amount realized on the sale over the exercise price will be taxed as capital gain. If the Shares acquired on exercise of an incentive stock option are disposed of within less than two years after grant or one year of exercise, the optionee will realize taxable compensation income equal to the lesser of (i) the excess of the fair market value of the Shares on the date of exercise over the option price or (ii) the excess of the amount realized on the sale over the option price. Any additional amount realized will be taxed as capital gain.

Stock Awards

A participant generally will not be taxed upon the grant of stock awards subject to restrictions, but rather will recognize ordinary income in an amount equal to the fair market value of the Shares at the time the Shares are no longer subject to a “substantial risk of forfeiture” (within the meaning of the Code). We generally will be entitled to a deduction at the time when, and in the amount that, the participant recognizes ordinary income on account of the lapse of the restrictions. A participant’s tax basis in the Shares will equal the Shares’ fair market value at the time the restrictions lapse, and the participant’s holding period for capital gains purposes will begin at that time. Any cash dividends paid on the restricted stock before the restrictions lapse will be taxable to the participant as additional compensation (and not as dividend income). Under Section 83(b) of the Code, a participant may elect to recognize ordinary income at the time the Shares are awarded in an amount equal to their fair market value at that time, notwithstanding the fact that such Shares are subject to restrictions and a substantial risk of forfeiture. If such an election is made, no additional taxable income will be recognized by such participant at the time the restrictions lapse, the participant will have a tax basis in the Shares equal to the Shares’ fair market value on the date of the Shares’ award, and the participant’s holding period for capital gains purposes will begin at that time. We generally will be entitled to a tax deduction at the time when, and to the extent that, ordinary income is recognized by such participant.

Stock Units

In general, the grant of stock units will not result in income for the participant or in a tax deduction for us. Upon the settlement of such an award in cash or shares, the participant will recognize ordinary income equal to the aggregate value of the payment received, and we generally will be entitled to a tax deduction at the same time and in the same amount.

Stock Appreciation Rights

A participant who is granted a SAR generally will not recognize ordinary income upon receipt of the SAR. Rather, at the time of exercise of such SAR, the participant will recognize ordinary income for U.S. federal income tax purposes in an amount equal to the value of any cash received and the fair market value on the date of exercise of any Shares received. We generally will be entitled to a tax deduction at such time and in the same amount, if any, that the participant recognizes as ordinary income. The participant’s tax basis in any Shares received upon exercise of a SAR will be the fair market value of the Shares on the date of exercise, and if the Shares are later sold or exchanged, then the difference between the amount received upon such sale or exchange and the fair market value of such Shares on the date of exercise will generally be taxable as long-term or short-term capital gain or loss (if the Shares are a capital asset of the participant) depending upon the length of time such Shares were held by the participant.

Other Stock-Based Awards

With respect to other stock-based awards granted under the 2024 Omnibus Incentive Plan, generally, when the participant receives payment with respect to an award, the amount of cash and/or the fair market value of any Shares or other property received will be ordinary income to the participant, and we generally will be entitled to a tax deduction at the same time and in the same amount.

Cash Awards

In general, the grant of cash awards will not result in income for the participant or in a tax deduction for us. Upon the settlement of such an award in cash, the participant will recognize ordinary income equal to the aggregate value of the payment received, and we generally will be entitled to a tax deduction at the same time and in the same amount.

Impact of Section 409A

Section 409A of the Code applies to deferred compensation, which is generally defined as compensation earned currently, the payment of which is deferred to a later taxable year. Awards under the 2024 Omnibus Incentive Plan are intended to be exempt from the requirements of Section 409A or to satisfy its requirements. An award that is subject to Section 409A and fails to satisfy its requirements will subject the holder of the award to immediate taxation, interest, and an additional 20% tax on the vested amount underlying the award.

Section 162(m) of the Code

Section 162(m) of the Code generally disallows a tax deduction to a publicly held company for compensation in excess of \$1 million paid to its “covered employees,” which generally includes all NEOs. While the Committee considers the tax deductibility of each element of executive compensation as a factor in our overall compensation program, the Committee retains the discretion to approve compensation that may not qualify for the compensation deduction.

New Plan Benefits

Future benefits under the 2024 Omnibus Incentive Plan generally will be granted at the discretion of the Committee and are therefore not currently determinable.

Because future grants of awards under the 2024 Omnibus Incentive Plan, if approved, would be subject to the discretion of the Board or the Committee, the amount and terms of future awards to particular participants or groups of participants are not determinable at this time. No awards have been previously granted that are contingent on the approval of the 2024 Omnibus Incentive Plan.

Proposal 4 will be approved upon the affirmative vote of a majority of the outstanding Shares present through virtual attendance or by proxy at the Annual Meeting and entitled to vote on the proposal. Stockholders may vote “FOR” or “AGAINST,” or “ABSTAIN” from voting. Abstentions will have the effect of a vote “AGAINST” this proposal. Broker non-votes, if any, will be disregarded and will have no effect on the outcome of the vote for Proposal 4.

**THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE TO
APPROVE THE CROSS COUNTRY HEALTHCARE, INC. 2024 OMNIBUS INCENTIVE
PLAN
(PROPOSAL NO. 4 ON YOUR PROXY CARD)**

EQUITY COMPENSATION PLANS

The following table sets forth information with respect to our equity compensation plans as of December 31, 2023, divided between plans approved by our stockholders and plans or arrangements not submitted to our stockholders for approval.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants, and rights (a)	Weighted-average exercise price of outstanding options, warrants, and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)(1)
Equity compensation plans approved by security holders	—	\$ —	1,614,860
Equity compensation plans not approved by security holders	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Total	<u>—</u>	<u>\$ —</u>	<u>1,614,860</u>

- (1) For Performance Stock Awards issued under the 2020 Omnibus Incentive Plan, we consider the expected number of shares that may be issued under the award to be outstanding. When the number of Performance Stock Awards have been determined, we true up the actual number of shares that were awarded and return any unawarded shares into shares available for issuance. Performance Stock Awards were issued under the 2020 Omnibus Incentive Plan beginning on March 31, 2021.

GENERAL PROXY INFORMATION

ANNUAL MEETING AND VOTING INFORMATION

The Proxy Statement is furnished in connection with the solicitation by the Board of Cross Country Healthcare, Inc. (“Cross Country,” the “Company,” “our,” “we,” or “us ”), a Delaware corporation, of proxies to be voted at our 2024 Annual Meeting, or at any adjournment, postponement, or continuation thereof.

2024 Annual Meeting of Stockholders

- **Time and Date:** May 14, 2024, at 12:00 p.m. Eastern Time
- **Virtual Meeting Site:** www.virtualshareholdermeeting.com
- **Record Date:** March 18, 2024
- **Voting:** Stockholders of the Company as of the record date, March 18, 2024, are entitled to vote on the proposals being acted upon at the meeting. Each share of the Company’s Common Stock is entitled to one vote for each director nominee and one vote for each of the other proposals to be voted upon at the Annual Meeting.

Matters to be Voted Upon

The purposes of the Annual Meeting are to seek stockholder approval of the following four proposals:

- i. To elect eight directors to serve for a one-year term;
- ii. To ratify the appointment of Deloitte & Touche LLP as the independent registered public accounting firm for the Company for the fiscal year ending December 31, 2024;
- iii. To approve, on a non-binding, advisory basis, the compensation paid to our named executive officers in 2023 (“say on pay” vote); and
- iv. To approve the Cross Country Healthcare, Inc. 2024 Omnibus Incentive Plan.

We also will consider and act upon any other matters that properly come before the Annual Meeting or any adjournment, postponement, or continuation thereof.

How to Attend the Virtual Annual Meeting

The Annual Meeting will be a completely virtual meeting of stockholders, which will be conducted via live audio cast. You are entitled to participate in the Annual Meeting only if you were a stockholder as of the close of business on March 18, 2024 (the “Record Date”) or if you hold a valid proxy for the Annual Meeting.

To be admitted to and to participate in the Annual Meeting at www.virtualshareholdermeeting.com/you must enter the 16-digit control number on your proxy card or voting instruction form that you previously received. You also will be able to vote your shares online, submit questions electronically, and examine a list of stockholders during the Annual Meeting. During the live Q&A session of the meeting, members of our executive leadership team will answer questions as they are submitted, as time permits. To ensure the meeting is conducted in a manner that is fair to all stockholders, the Chairman of the Board may exercise broad discretion in recognizing stockholders who wish to participate, the order in which questions are asked, and the amount of time devoted to any one question. However, we reserve the right to edit or reject questions we deem inappropriate.

The meeting webcast will begin promptly at 12:00 p.m. Eastern Time on May 14, 2024. Online access will begin at 11:45 a.m. Eastern Time, and we encourage you to access the meeting prior to the start time.

We will have technicians ready to assist with any technical difficulties you may have. You will have the ability to test the systems before the Annual Meeting starts, and a technical phone number will be provided when the meeting opens.

Who May Vote

Stockholders of record of our common stock, par value \$0.0001 per share (the “Common Stock”) as of the close of business on the Record Date are entitled to notice of, and to vote at, the Annual Meeting and any adjournment, postponement, or continuation thereof. As of the Record Date, we had 34,677,359 shares of Common Stock issued and outstanding. We have no other securities entitled to vote at the Annual Meeting. Each share of Common Stock is entitled to one vote on each matter. There is no cumulative voting.

If the shares you own are held in “street name” by a bank or brokerage firm, your bank or brokerage firm, as the record holder of your shares, is required to vote your shares according to your instructions. In order to vote your shares, you will need to follow the directions that your bank or brokerage firm provides to you. Many banks and brokerage firms solicit voting instructions over the internet or by telephone. Even if your shares are held in street name, you are welcome to participate in the Annual Meeting; however, you may not vote your shares online during the Annual Meeting. If you hold your shares in street name and wish to vote online during the Annual Meeting, please contact your bank or brokerage firm before the Annual Meeting to obtain the necessary proxy from the holder of record.

If the beneficial owner does not provide voting instructions, banks and brokerage firms cannot vote the shares with respect to “non-routine” matters, but can vote the shares with respect to “routine” matters. “Broker non-votes” occur when a beneficial owner of shares held in street name fails to provide instructions to the bank or brokerage firm holding the shares as to how to vote on matters deemed “non-routine.” We believe Proposal No. 2 (the ratification of the appointment of our independent registered public accounting firm) is a “routine” matter and, as a result, we do not expect there to be any broker non-votes. Proposal No. 1 (the election of directors), Proposal No. 3 (the non-binding advisory approval of the compensation of the Company’s named executive officers for 2023), and Proposal No. 4 (approval of the 2024 Omnibus Incentive Plan) are “non-routine” matters, and banks and brokerage firms cannot vote your shares on such proposals if you have not given voting instructions.

The presence at the Annual Meeting of a majority of the outstanding shares of Common Stock as of the Record Date, represented by virtual attendance or by proxy, is required for a quorum. As long as one of the matters is deemed to be a “routine” matter, proxies reflecting broker non-votes (if any) will be counted towards the quorum requirement.

Electronic Notice and Mailing

Pursuant to the rules promulgated by the Securities and Exchange Commission (the “SEC”), we are making our proxy materials available to you on the Internet. Accordingly, we will mail a Notice of Internet Availability of proxy materials (the “Notice of Internet Availability”) to the beneficial owners of our Common Stock entitled to vote during the Annual Meeting on or about April 1, 2024. From the date of the mailing of the Notice of Internet Availability until the conclusion of the Annual Meeting, all beneficial owners entitled to vote during the Annual Meeting will have the ability to access all of the proxy materials at www.proxyvote.com. If you received a Notice of Internet Availability, you may request a paper copy or e-mail version of these proxy materials.

The Notice of Internet Availability will contain:

- the date, time, and instructions to virtually attend the Annual Meeting, the matters to be acted upon at the Annual Meeting, and the Board’s recommendation with regard to each matter;
- the Internet address where the proxy materials may be accessed;

- a comprehensive listing of all proxy materials available on the internet address;
- a toll-free phone number, e-mail address, and Internet address for requesting either a paper copy or e-mail version of proxy materials;
- the last reasonable date a stockholder can request a paper copy or e-mail version of the proxy materials and expect them to be delivered prior to the Annual Meeting; and
- instructions on how to access the proxy card.

You may also request a paper copy or e-mail version of the proxy materials on or before the date provided in the Notice of Internet Availability by calling 1-800-579-1639. We will fill your request within three business days. You will also have the option to establish delivery preferences that will be applicable for all your future mailings.

How to Vote

If you were a record holder of shares of Common Stock on the Record Date, you may vote as follows:

- **By Internet:** Go to the website www.proxyvote.com to vote via the Internet. You will need to follow the instructions on your proxy card and the website.
- **By Telephone:** Call the toll-free number 1-800-690-6903 to vote by telephone. You will need to follow the instructions on your proxy card and the recorded instructions.
- **By Mail:** If you prefer, you can contact us to obtain paper copies of all proxy materials, including proxy cards, by calling 1-800-579-1639, or by mail: Cross Country Healthcare, Inc., General Counsel, at 6551 Park of Commerce Boulevard, N.W., Boca Raton, Florida, 33487. If you contact us to request a proxy card, please mark, sign, and date the proxy card and return it promptly in the self-addressed, stamped envelope that we will provide, if you are the stockholder of record, or by signing the voter instruction form provided by your bank or broker and returning it by mail, if you are the beneficial owner but not the stockholder of record. This way your shares will be represented whether or not you are able to virtually attend the meeting. If you sign and return your proxy card but do not give voting instructions, the shares represented by that proxy will be voted as recommended by the Board.
- **Virtual Participation:** The Annual Meeting will be held entirely online via live audio cast. Stockholders may participate in the Annual Meeting by visiting the following website: www.virtualshareholdermeeting.com. To participate in the Annual Meeting, you will need the 16-digit control number included on your Notice, on your proxy card, or on the instructions that accompanied your proxy materials. Shares held in your name as the stockholder of record may be voted electronically during the Annual Meeting. Shares for which you are the beneficial owner but not the stockholder of record also may be voted electronically during the Annual Meeting if you obtain a valid proxy from the record holder. However, even if you plan to virtually attend the Annual Meeting, the Company recommends that you vote your shares in advance, so that your vote will be counted if you later decide not to virtually attend the meeting.

If you vote via the Internet or by telephone, your electronic vote authorizes the named proxies to vote in the same manner as if you signed, dated, and returned your proxy card. If you vote via the Internet or by telephone, do not mail a proxy card.

If your shares of Common Stock are held in “street name” through a bank, broker, or other institution, then that bank, broker, or other institution is considered the holder of record of your shares, and you should refer to information forwarded to you by such holder of record for your voting options. You may vote as follows:

- **By Internet or Telephone:** You will receive instructions from your broker or other nominee if you are permitted to vote by internet or telephone.
- **By Mail:** You will receive instructions from your broker or other nominee explaining how to vote your shares.

Board’s Voting Recommendations

The Board recommends a vote:

Proposal No. 1: “**FOR**” the election of each of the eight director nominees to serve on the Board for a one-year term.

Proposal No. 2: “**FOR**” ratification of the appointment of Deloitte & Touche LLP as the Company’s independent registered public accounting firm for the fiscal year ending December 31, 2024.

Proposal No. 3: “**FOR**” approval, on an advisory basis, of compensation paid to our named executive officers in 2023.

Proposal No. 4: “**FOR**” approval of the Cross Country Healthcare, Inc. 2024 Omnibus Incentive Plan.

Required Vote

Shares of Common Stock represented by any proxy duly given will be voted at the Annual Meeting in accordance with the instructions of the stockholder. If no specific instructions are given, the shares will be voted “**FOR**” the election of each of the director nominees, “**FOR**” ratification of the independent registered public accounting firm, “**FOR**” approval, on an advisory basis, of the compensation paid to our named executive officers in 2023, and “**FOR**” approval of the Cross Country Healthcare, Inc. 2024 Omnibus Incentive Plan. In addition, if any other matters come before the Annual Meeting, the persons named in the accompanying Proxy Card will vote in accordance with their best judgment with respect to such matters. Each share of Common Stock outstanding on the Record Date will be entitled to one vote on all matters.

The Company is incorporated in the State of Delaware and our shares are listed on Nasdaq. As a result, the Delaware General Corporation Law (the “DGCL”) and Nasdaq listing rules govern the voting standards applicable to actions taken by our stockholders.

Under our Amended and Restated Bylaws (“Bylaws”), the affirmative vote of a majority of the votes cast (affirmatively or negatively) are required for the matters set forth for stockholder vote in Proposal Nos. 2, 3, and 4. For Proposal No. 1, our Bylaws provide that a director nominee will be elected if the votes cast for director nominee’s election exceed the votes cast against such director nominee’s election. Please see the below chart for a summary of the required votes, as well as the impacts of abstentions and broker non-votes, for each proposal:

Proposal	Voting Approval Standard	Effect of Abstention⁽¹⁾	Effect of Broker Non-Vote⁽²⁾
1. Election of eight director nominees	Votes cast for a director nominee’s election exceed the votes cast against such director nominee’s election	No effect	No effect
2. Ratification of Deloitte & Touche LLP as the Company’s independent registered public accounting firm for fiscal year December 31, 2024	Majority of the votes cast	No effect	Not applicable
3. Advisory vote to approve the 2023 compensation of named executive officers (say on pay)	Majority of the votes cast	No effect	No effect
4. Vote to approve the Cross Country Healthcare, Inc. 2024 Omnibus Incentive Plan	Majority of the votes cast	No effect	No effect

(1) Under the DGCL, abstentions are not considered “votes cast” and, accordingly, shares that abstain with respect to Proposal Nos. 1, 2, 3, and 4 have no impact on the result.

(2) Proposal No. 2 is considered a “routine” proposal on which brokers are permitted to vote in their discretion even if the beneficial owners do not provide voting instructions. However, Proposal Nos. 1, 3, and 4 are not considered to be routine matters and brokers will not be entitled to vote thereon unless beneficial owners provide voting instructions. Accordingly, broker non-votes will not be counted toward the tabulation of votes on Proposal Nos. 1, 3, and 4.

Revoking Your Proxy

If you are a holder of record, you may revoke your proxy and reclaim your right to vote up to and including the day of the Annual Meeting by giving written notice of revocation to us (to the attention of the Inspectors of Election), timely delivering a valid, later-dated proxy or virtually attending and voting online during the Annual Meeting. Please note that virtual attendance at the Annual Meeting will not by itself revoke a proxy; you must also vote online during the Annual Meeting to revoke a proxy. If your shares are held in “street name,” you may revoke your voting instructions by following the specific directions provided to you by your bank or broker.

If the Annual Meeting is postponed, continued, or adjourned for any reason, at any subsequent reconvening of the Annual Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the original convening of the Annual Meeting (except for any proxies that have at that time effectively been revoked or withdrawn).

Proxy Cards

All shares that have been properly voted and not revoked will be voted at the Annual Meeting in accordance with your instructions. If you sign and return your proxy card, or vote by internet or telephone but fail to give voting instructions, the shares represented by the proxy will be voted by the Proxy Committee as recommended by the Board. The Proxy Committee consists of Kevin C. Clark and John A. Martins.

Proxy cards, unless otherwise indicated by the stockholder, confer upon the Proxy Committee discretionary authority to vote all shares of stock represented by the proxies on any matter which may be properly presented for action at the Annual Meeting even if not covered herein.

Quorum

The presence, in person (including virtually) or by proxy, of the holders of a majority of the voting power of the outstanding shares of Common Stock entitled to vote at the Annual Meeting constitutes a quorum. Abstentions and broker non-votes (i.e., proxies from brokers or nominees indicating that such persons have not received instructions from the beneficial owner or other persons entitled to vote shares as to a matter with respect to which the brokers or nominees do not have discretionary power to vote) are counted as present for purposes of determining the presence or absence of a quorum for the transaction of business.

Solicitation of Proxies

We will bear the cost of solicitation, including the preparation, assembly, printing, and mailing of the proxy materials. Copies of solicitation materials will be furnished to brokerage houses, fiduciaries, and custodians holding shares in their names that are beneficially owned by others so that they may forward this solicitation material to such beneficial owners. In addition, we may reimburse such persons for the costs in forwarding the solicitation materials to such beneficial owners. The original solicitation of proxies by mail may be supplemented by a solicitation by telephone, text message, email, or other means by our directors, officers, or other employees. No additional compensation will be paid to these individuals for any such services. We do not presently intend to solicit proxies other than by mail.

Information Regarding Director Nominations and Stockholder Proposals

Stockholder proposals intended to be included in the Proxy Statement and form of proxy for the Annual Meeting of Stockholders to be held in 2025, in addition to meeting certain eligibility requirements established by the SEC, must be in writing and received by the General Counsel at the Company's principal executive offices on or prior to December 2, 2024. If the date of next year's Annual Meeting is moved more than 30 days before or after the anniversary date of this year's Annual Meeting, the deadline for inclusion of proposals in our proxy materials is instead a reasonable time before we begin to print and mail our proxy materials. Notice of any stockholder proposal must include various matters as prescribed by the SEC, including a clear and concise description of the proposal, and the reasons for proposing it.

Any stockholder (i) who wishes to propose business to be considered by the stockholders at the Annual Meeting of Stockholders to be held in 2025, other than a proposal to be included in the Proxy Statement and form of proxy, or (ii) who wants to nominate a person for election to our Board at that meeting, must provide a written notice that sets forth the specified information described in our Bylaws concerning the proposed business or nominee. The notice must be delivered to the Corporate Secretary at our principal executive offices, at the address set forth on the first page of this Proxy Statement, no earlier than January 14, 2025 and no later than February 13, 2025. A copy of our Bylaws can be obtained upon request directed to the address set forth on the first page of this Proxy Statement or is available on our website at www.crosscountryhealthcare.com. In addition, stockholders who intend to solicit proxies in support of director nominees other than the Company's nominees must comply with the additional requirements of Rule 14a-19(b).

In addition to satisfying the above requirements, to comply with the universal proxy rules, shareholders who intend to solicit proxies in support of director nominees other than the Company's director nominees must provide notice that sets forth the information required by Rule 14a-19 under the Exchange Act no later than February 13, 2025 to the Corporate Secretary at our principal executive offices, at the address set forth on the first page of this Proxy Statement.

Householding of Proxy Materials

The SEC has adopted rules that permit companies and intermediaries to satisfy delivery requirements for Notices of Internet Availability of proxy materials and, if applicable, proxy statements and annual reports to stockholders, with respect to two or more stockholders sharing the same address, by delivering a single copy of the material addressed to those stockholders. This process, commonly referred to as "householding," is designed to reduce duplicate printing and postage costs. We and some brokers may household Notices of Internet Availability of proxy materials and, if applicable, annual reports to stockholders and proxy materials, by delivering a single copy of the material to multiple stockholders sharing the same address unless contrary instructions have been received from the affected stockholders.

If a stockholder wishes in the future to receive a separate Notice of Internet Availability of proxy materials or, if applicable, the annual report to stockholders and proxy statement, or if a stockholder received multiple copies of some or all of these materials and would prefer to receive a single copy in the future, the stockholder should submit a request by telephone or in writing to the stockholder's broker if the shares are held in a brokerage account or, if the shares are registered in the name of the stockholder, to our transfer agent, at 877-219-7066 or Computershare, Shareholder Services, P.O. Box 43006, Providence, RI 02940-3006 (regular mail) or 150 Royall Street, Canton, MA 02021 (overnight packages). We promptly will send additional copies of the relevant material following receipt of a request for additional copies.

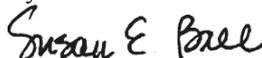
ANNUAL REPORT

We have filed our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 with the SEC, which is available free of charge through our Internet website, www.crosscountryhealthcare.com. Stockholders may obtain a printed copy of the Annual Report on Form 10-K by writing to our Investor Relations department at 6551 Park of Commerce Boulevard, N.W., Boca Raton, Florida, 33487. In response to such request, we will furnish, without charge, the Annual Report on Form 10-K, including financial statements, financial schedules, and a list of exhibits.

A copy of our Annual Report on Form 10-K for the year ended December 31, 2023, which includes the 2023 Form 10-K, is being mailed concurrently with this Proxy Statement to all stockholders entitled to notice of and to vote at the Annual Meeting and who request an Annual Report on Form 10-K be mailed to them.

Notwithstanding anything to the contrary set forth in any of our previous or future filings under the Securities Act of 1933, as amended, or the Exchange Act, that might incorporate by reference this Proxy Statement or future filings made by the Company under those statutes, the Compensation Committee Report, the Audit Committee Report, references to the Audit Committee Charter and reference to the independence of the Audit Committee members are not deemed filed with the SEC, are not deemed soliciting material, and shall not be deemed incorporated by reference into any of those prior filings or into any future filings made by the Company under those statutes, except to the extent that the Company specifically incorporates such information by reference into a previous or future filing, or specifically requests that such information be treated as soliciting material, in each case under those statutes.

By Order of the Board of Directors,



Susan E. Ball
Executive Vice President, Chief Administrative
Officer, General Counsel and Secretary
April 1, 2024

ANNEX A

RECONCILIATION OF GAAP AND NON-GAAP FINANCIAL MEASURES

The Company reports its financial results in accordance with U.S. GAAP. However, management believes that certain non-GAAP financial measures provide additional financial information that is meaningful and uses these measures to help evaluate operational results and make financial, operating and planning decisions. Management also uses these non-GAAP financial measures as performance measures in its incentive programs for certain members of its management team. Adjusted EBITDA, as defined, closely matches the operating measure typically used in the Company’s credit facilities in calculating various ratios. We believe these non-GAAP measures should be considered by investors and others when reviewing the Company’s performance.

We use Adjusted EBITDA and Adjusted EPS as supplemental measures to the financial measures we present in accordance with GAAP. Adjusted EBITDA margin is calculated by dividing Adjusted EBITDA by revenue from services. These non-GAAP financial measures are provided as additional information and should not be considered substitutes for, or superior to, financial measures calculated in accordance with U.S. GAAP. These non-GAAP financial measures are provided for consistency and comparability to prior year results, and management believes they are useful to investors when evaluating the Company’s performance as they exclude certain items that management believes are not indicative of the Company’s operating performance. These non-GAAP financial measures may differ materially from the non-GAAP financial measures used by other companies.

Cross Country Healthcare, Inc.
Reconciliation of Non-GAAP Financial Measures
(Unaudited, amounts in thousands, except per share data)

	Year Ended December 31,	
	2023	2022
Reconciliation of Adjusted EPS(1)		
Diluted EPS, GAAP	\$ 2.05	\$ 5.02
Non-GAAP adjustments - pretax:		
Acquisition and integration-related costs	—	0.02
Restructuring costs	0.07	0.05
Legal fees and settlements	0.03	—
Impairment charges	0.02	0.15
Loss on early extinguishment of debt	0.05	0.10
System conversion costs	0.07	0.01
Tax impact of non-GAAP adjustments	(0.06)	(0.08)
Adjusted EPS, non-GAAP	\$ 2.23	\$ 5.27

	Year Ended December 31,	
	2023	2022
Reconciliation of Adjusted EBITDA(2)		
Net income attributable to common stockholders	\$ 72,631	\$188,461
Interest expense	8,094	14,391
Income tax expense	30,263	67,864
Depreciation and amortization	18,347	12,576
Acquisition and integration-related costs	59	726
Restructuring costs	2,553	1,861
Legal fees and settlements	1,125	—
Impairment charges	719	5,597
Loss on disposal of fixed assets. . .	87	44
Loss (gain) on lease termination	104	(1,325)
Other income, net	(189)	(55)
Equity compensation	6,579	7,393
System conversion costs	2,326	455
Loss on early extinguishment of debt	<u>1,723</u>	<u>3,728</u>
Adjusted EBITDA	<u>\$144,421</u>	<u>\$301,716</u>

- (1) Adjusted EPS, a non-GAAP financial measure, is defined as net income (loss) attributable to common stockholders per diluted share before the diluted EPS impact of acquisition and integration-related (benefits) costs, restructuring (benefits) costs, legal fees and settlements, impairment charges, gain or loss on derivative, loss on early extinguishment of debt, gain or loss on sale of business, system conversion costs, and nonrecurring income tax adjustments.
- (2) Adjusted EBITDA, a non-GAAP financial measure, is defined as net income (loss) attributable to common stockholders before interest expense, income tax expense (benefit), depreciation and amortization, acquisition and integration-related (benefits) costs, restructuring (benefits) costs, legal fees and settlements, impairment charges, gain or loss on derivative, loss on early extinguishment of debt, gain or loss on disposal of fixed assets, gain or loss on lease termination, gain or loss on sale of business, other expense (income), net, equity compensation, and system conversion costs.

APPENDIX A

CROSS COUNTRY HEALTHCARE, INC.

2024 OMNIBUS INCENTIVE PLAN

Section 1. Effectiveness and Purpose.

Effective as of the Effective Date, the Cross Country Healthcare, Inc. 2024 Omnibus Incentive Plan (as may be amended from time to time, the “**Plan**”) is hereby established.

The purpose of the Plan is to provide employees of Cross Country Healthcare, Inc., a Delaware corporation (together with its successors, the “**Company**”), and its Subsidiaries, certain consultants and advisors who perform services for the Company or its Subsidiaries, and non-employee members of the Board, with the opportunity to receive grants of equity awards in the form of incentive stock options, nonqualified stock options, stock appreciation rights, stock awards, stock units, other stock-based awards and cash awards. Capitalized terms used in the Plan and not otherwise defined herein shall have the meaning assigned to them in Section 2.

The Company believes that the Plan will encourage the participants to contribute materially to the growth of the Company, thereby benefitting the Company’s stockholders, and will align the economic interests of the participants with those of the stockholders.

The Plan is a successor to the Prior Plan. No additional grants shall be made under the Prior Plan on or after the Effective Date. Outstanding grants under the Prior Plan shall continue in effect according to their terms, and the shares with respect to outstanding grants under the Prior Plan shall be issued or transferred under the Prior Plan.

Section 2. Definitions.

The following terms shall have the meanings set forth below for purposes of the Plan:

(a) “**Affiliate**” means, when used with reference to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, or owns greater than 50% of the voting power in, the specified Person (the term “control” for this purpose means the ability, whether by the ownership of shares or other equity interest, by contract or otherwise, to elect a majority of the directors of a corporation, independently to select the managing partner of a partnership or the managing member or the majority of the managers, as applicable, of a limited liability company, or otherwise to have the power independently to remove and then select a majority of those Persons exercising governing authority over an entity, and control shall be conclusively presumed in the case of the direct or indirect ownership of 50% or more of the voting equity interests in the specified Person).

(b) “**Award**” means an Option, SAR, Stock Award, Stock Unit, Other Stock-Based Award or Cash Award granted under the Plan.

(c) “**Award Agreement**” means the written agreement that sets forth the terms and conditions of an Award, including all amendments thereto.

(d) “**Board**” means the Board of Directors of the Company.

(e) “**Cash Award**” means a cash incentive payment awarded under the Plan as described under Section 12.

(f) “**Cause**” means: (a) in the case where there is no employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or a Subsidiary and the Participant at the time of the grant of the Award (or where there is such an agreement but it does not define “cause” (or words of like import)), (i) a Participant’s conviction of, or plea of guilty or nolo contendere to, a felony; (ii) perpetration by a Participant of an illegal act that could cause significant economic injury to the Company; (iii) a Participant’s insubordination, dishonesty, fraud, incompetence, moral turpitude, misconduct, refusal to perform his or her duties or responsibilities for any reason other than illness or incapacity or materially unsatisfactory performance of his or her duties for the Company or a Subsidiary as determined by the Committee in its sole discretion; or (iv) continuing willful and deliberate failure by the Participant to perform the Participant’s duties in any material respect, provided that the Participant is given notice and an opportunity to effectuate a cure as determined by the Committee; (v) a Participant’s disclosure of trade secrets or confidential information of the Company or a Subsidiary to persons not entitled to receive such information; or (vi) a Participant’s breach of any written non-competition, non-solicitation, invention assignment or confidentiality agreement between the Participant and the Company or a Subsidiary; or (b) in the case where there is an employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or a Subsidiary and the Participant at the time of the grant of the Award that defines “cause” (or words of like import), “cause” as defined under such agreement; provided, however, that with regard to any agreement under which the definition of “cause” only applies in connection with a change of control, such definition of “cause” shall not apply except during such time periods and in such circumstances as such definition is applicable under the terms of such agreement. With respect to a Participant’s termination of service as a Non-Employee Director, “Cause” means an act or failure to act that constitutes cause for removal of a director under applicable Delaware law.

(g) “**Change in Control**” shall be deemed to have occurred:

(i) upon any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of Common Stock of the Company)), becoming the “beneficial owner” (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company’s then outstanding securities;

(ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in (i), (iii), or (iv) of this Section 2(g) or a director whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such term is used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board) whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board;

(iii) the consummation of a merger or consolidation of the Company or a Subsidiary with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 35% of the combined voting power of the voting securities of the Company or such surviving entity or such surviving entity’s parent outstanding immediately after such merger or consolidation; or

(iv) upon the approval by the stockholders of the Company of a plan of complete liquidation of the Company or upon the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets other than the sale or disposition of all or substantially all of the assets of the Company to a person or persons who beneficially own, directly or indirectly, at least 50% or more of the combined voting power of the outstanding voting securities of the Company at the time of the sale.

The Committee may modify the definition of Change in Control for a particular Award as the Committee deems appropriate to comply with Section 409A of the Code. Notwithstanding the foregoing, if an Award constitutes deferred compensation subject to Section 409A of the Code and the Award provides for payment upon a Change in Control, then, for purposes of such payment provisions, no Change in Control shall be deemed to have occurred upon an event described in items (i)-(iv) above unless the event would also constitute a change in ownership or effective control of, or a change in the ownership of a substantial portion of the assets of, the Company under Section 409A of the Code.

(h) “**Code**” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(i) “**Committee**” means the Compensation Committee of the Board or another committee appointed by the Board to administer the Plan. The Committee shall consist of two or more non-employee directors, each of whom is intended to be a “non-employee director” as defined under Rule 16b-3 promulgated under the Exchange Act and an “independent director,” as determined in accordance with the independence standards established by the stock exchange on which the Common Stock is at the time primarily traded. If for any reason the appointed Committee does not meet the requirements of Rule 16b-3 promulgated under the Exchange Act, such noncompliance shall not affect the validity of Awards, interpretations or other actions of the Committee.

(j) “**Common Stock**” means common stock, par value \$0.0001 per share, of the Company, and such other securities as may be substituted for Common Stock pursuant to Section 5(c) or Section 5(e).

(k) “**Disability**” or “**Disabled**” has the meaning set forth in an applicable Award Agreement or employment agreement with a Participant, and in the absence of the foregoing, means a disability which would qualify as such under the Company's long-term disability plan. A Disability shall only be deemed to occur at the time of the determination by the Committee of the Disability. Notwithstanding the foregoing, with respect to any payment that constitutes nonqualified deferred compensation subject to Section 409A of the Code and that is triggered upon a Disability, Disability shall mean that a Participant is disabled under Section 409A(a)(2)(C)(i) or (ii) of the Code.

(l) “**Dividend Equivalent**” means an amount determined by multiplying the number of shares of Common Stock subject to a Stock Unit or Other Stock-Based Award by the per-share cash dividend paid by the Company on its outstanding Common Stock, or the per-share Fair Market Value of any dividend paid on its outstanding Common Stock in consideration other than cash. If interest is credited on accumulated dividend equivalents, the term “Dividend Equivalent” shall include the accrued interest.

(m) “**Effective Date**” means May 14, 2024, or such other date that the date the Plan is approved by the Company's stockholders.

(n) “**Employed by, or providing service to, the Employer**” means employment or service as an Employee, Key Advisor or member of the Board (so that, for purposes of exercising Options and SARs and satisfying conditions with respect to Stock Awards, Stock Units, Other Stock-Based Awards and Cash Awards, a Participant shall not be considered to have terminated employment or service until the Participant ceases to be an Employee, Key Advisor and member of the Board), unless the Committee determines otherwise. If a Participant's relationship is with a Subsidiary and that entity ceases to be a Subsidiary, the Participant will be deemed to cease employment or service when the entity ceases to be

a Subsidiary, unless the Participant transfers employment or service to an Employer. If a Participant has military, sick leave or other bona fide leave, the Participant will not be deemed to cease employment or service solely as a result of such leave; *provided* that such leave does not exceed the longer of 90 days or the period during which the absent Participant's reemployment rights, if any, are guaranteed by statute or contract. To the extent consistent with applicable law, the Committee may provide that Awards continue to vest for all or a portion of the period of such leave, or that vesting shall be tolled during such leave and only recommence upon the Participant's return from such leave. Notwithstanding the foregoing, the Committee may, in its sole discretion, otherwise define when a Participant's employment or service is deemed to terminate in the applicable Award Agreement.

(o) "**Employee**" means an employee of the Employer (including an officer or director who is also an employee), but excluding any person who is classified by the Employer as a "contractor" or "consultant," no matter how characterized by the Internal Revenue Service, other governmental agency or a court. Any change of characterization of an individual by the Internal Revenue Service or any court or government agency shall have no effect upon the classification of an individual as an Employee for purposes of this Plan, unless the Committee determines otherwise.

(p) "**Employer**" means the Company and its Subsidiaries.

(q) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(r) "**Exercise Price**" means the per share price at which shares of Common Stock may be purchased under an Option, as designated by the Committee.

(s) "**Fair Market Value**" means, unless otherwise required by any applicable provision of the Code or any regulations issued thereunder, as of any date and except as provided below, the last sales price reported for the Common Stock on the applicable date: (a) as reported during regular trading hours on the principal national securities exchange in the United States on which it is then traded; or (b) if not traded on any such national securities exchange, as quoted on an automated quotation system sponsored by the Financial Industry Regulatory Authority or if the Common Stock shall not have been reported or quoted on such date, on the first day prior thereto on which the Common Stock was reported or quoted. If the Common Stock is not traded, listed or otherwise reported or quoted, then Fair Market Value means the fair market value of the Common Stock as determined by the Committee in good faith in whatever manner it considers appropriate taking into account the requirements of Section 422 of the Code or Section 409A of the Code, as applicable. For purposes of the grant of any Award, the applicable date shall be the trading day on which the Award is granted, or if such grant date is not a trading day, the trading day immediately prior to the date on which the Award is granted. For purposes of the exercise of any Award, the applicable date shall be the date a notice of exercise is received by the Company or, if not a day on which the applicable market is open, the next day that it is open.

(t) "**Incentive Stock Option**" means an Option that is intended to meet the requirements of an incentive stock option under Section 422 of the Code.

(u) "**Key Advisor**" means a consultant or advisor of the Employer.

(v) "**Non-Employee Director**" means a member of the Board who is not an Employee.

(w) "**Nonqualified Stock Option**" means an Option that is not intended to be taxed as an incentive stock option under Section 422 of the Code.

(x) "**Option**" means an option to purchase shares of Common Stock, as described in Section 7.

(y) "**Other Stock-Based Award**" means any Award based on, measured by or payable in Common Stock (other than an Option, Stock Unit, Stock Award, or SAR), as described in Section 11.

(z) “**Participant**” means an Employee, Key Advisor or Non-Employee Director designated by the Committee to participate in the Plan.

(aa) “**Performance Goals**” means the performance goals described on Exhibit A.

(bb) “**Person**” means any natural person, corporation, limited liability company, partnership, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other legal entity of any nature whatsoever.

(cc) “**Prior Plan**” means the Cross Country Healthcare, Inc. 2020 Omnibus Incentive Plan, as amended through the Effective Date.

(dd) “**Retirement**” means a voluntary termination of employment or service at or after age 65 or such earlier date after age 50 as may be approved by the Committee, in its sole discretion, at the time of grant, or thereafter, except that Retirement shall not include any termination of employment or service by the Employer with or without Cause. With respect to a Participant’s termination of service as a Non-Employee Director, “Retirement” means the failure to stand for reelection or the failure to be reelected on or after a Participant has attained age 65 or, with the consent of the Board, before age 65 but after age 50.

(ee) “**SAR**” means a stock appreciation right, as described in Section 10.

(ff) “**Stock Award**” means an award of Common Stock, as described in Section 8.

(gg) “**Stock Unit**” means an award of a contractual right to receive one or more shares of Common Stock, cash or combination thereof, as described in Section 9, and denominated in a number of shares of Common Stock specified in an Award Agreement.

(hh) “**Subsidiary**” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain

Section 3. Administration.

(a) Committee. The Plan shall be administered and interpreted by the Committee; *provided, however,* that any Awards to members of the Board must be authorized by a majority of the Board. The Committee may delegate authority to one or more subcommittees of the Committee or as set forth in Section 3(b), as it deems appropriate. Subject to compliance with applicable law and the applicable stock exchange rules, the Board, in its discretion, may perform any action of the Committee hereunder, and to the extent that no Committee exists that has the authority to administer the Plan, the functions of the Committee shall be exercised by the Board. To the extent that the Board, the Committee, a subcommittee or an officer of the Company or a committee of officers, as described below, administers the Plan, references in the Plan to the “Committee” shall be deemed to refer to the Board, the Committee, or such subcommittee or the officer or committee of officers.

(b) Delegation to Officers. Subject to compliance with applicable law and applicable stock exchange requirements, the Committee may delegate all or part of its authority and power to officers of the Company or a committee comprised of officers of the Company, as it deems appropriate, with respect to Awards to Employees or Key Advisors who are not executive officers or directors under Section 16 of the Exchange Act; provided that any such officer or officers may not grant Awards to themselves.

(c) Committee Authority. The Committee shall have the sole authority to (i) determine the individuals to whom Awards shall be made under the Plan; (ii) determine the type, size, terms and conditions of the Awards to be made to each such individual not inconsistent with the terms of the Plan; (iii) determine the time when the Awards will be made and, subject to Section 4(b), the duration of any applicable exercise or restriction period, including the criteria for exercisability and the acceleration of exercisability, which criteria may be based on the attainment of Performance Goals; (iv) determine the amounts payable based on attainment of Performance Goals, including discretion to make such adjustments (positive or negative) to the amounts payable as the Committee deems appropriate and in the best interests of the Company; (v) amend the terms of any previously issued Award, subject to the provisions of Section 19 below; (vi) determine and adopt terms, guidelines, and provisions, not inconsistent with the Plan and applicable law, that apply to individuals residing outside of the United States who receive Awards under the Plan; and (vii) deal with any other matters arising under the Plan.

(d) Committee Determinations. The Committee shall have full power and express discretionary authority to administer and interpret the Plan, to make factual determinations and to adopt or amend such rules, regulations, agreements and instruments for implementing the Plan and for the conduct of its business as it deems necessary or advisable, in its sole discretion. The Committee's interpretations of the Plan and all determinations made by the Committee pursuant to the powers vested in it hereunder shall be conclusive and binding on all persons having any interest in the Plan or in any Awards granted hereunder. The Committee may rely on internal or external advisors in determining appropriate interpretations of the Plan or Awards granted hereunder. All powers of the Committee shall be executed in its sole discretion, in the best interest of the Company, not as a fiduciary, and in keeping with the objectives of the Plan and need not be uniform as to similarly situated individuals.

(e) Indemnification. No member of the Committee or the Board, and no employee of the Company or any Affiliate shall be liable for any act or failure to act with respect to the Plan, except to the extent arising out of such member's or employee's fraud, bad faith or willful misconduct, or for any act or failure to act hereunder by any other member of the Committee or employee or by any agent to whom duties in connection with the administration of this Plan have been delegated. The Company shall indemnify members of the Committee and the Board and any agent of the Committee or the Board who is an employee of the Company or a Subsidiary against any cost or expense (including reasonable fees of counsel reasonably acceptable to the Committee) or liability (including any sum paid in settlement of a claim with the approval of the Committee), and advanced amounts necessary to pay the foregoing at the earliest time and to the fullest extent permitted, to which they may be subjected by reason of any act or failure to act with respect to their duties on behalf of the Plan, except to the extent arising out of such member's or employee's fraud, bad faith or willful misconduct.

Section 4. Awards.

(a) General. Awards under the Plan may consist of Options as described in Section 7, Stock Awards as described in Section 8, Stock Units as described in Section 9, SARs as described in Section 10, Other Stock-Based Awards as described in Section 11, and Cash Awards as described in Section 12. All Awards shall be subject to the terms and conditions set forth herein and to such other terms and conditions consistent with this Plan as the Committee deems appropriate and as are specified in writing by the Committee to the individual in the Award Agreement. All Awards shall be made conditional upon the Participant's acknowledgement, in writing or by acceptance of the Award, that all decisions and determinations of the Committee shall be final and binding on the Participant, the Participant's beneficiaries and any other person having or claiming an interest under such Award. Awards under a particular Section of the Plan need not be uniform as among the Participants.

(b) Minimum Vesting. Awards granted under the Plan shall include regular vesting schedules that provide that no portion of an Award shall vest earlier than one year from the date of grant. However, (i) for purposes of Awards granted to Non-Employee Directors, such Awards shall be deemed to satisfy

this minimum vesting requirement if such Awards are granted on the date of the Company's annual meeting of stockholders and vest on the date of the Company's annual meeting of stockholders immediately following the date of grant (but not less than 50 weeks following the date of grant), and (ii) subject to adjustments made in accordance with Section 5(e) below, up to 5% of the shares of Common Stock authorized under the Plan as set forth in Section 5(a) as of the Effective Date may be granted without regard to this minimum vesting requirement.

(c) Dividends and Dividend Equivalents. Notwithstanding anything to the contrary herein, any dividends or Dividend Equivalents granted in connection with Awards under the Plan shall vest and be paid only if and to the extent the underlying Awards vest and are paid. No dividends or Dividend Equivalents will accrue or be paid in connection with any Option or SAR.

Section 5. Shares Subject to the Plan.

(a) Shares Authorized. Subject to adjustment as described below in Sections 5(b) and 5(e) below, the aggregate number of shares of Common Stock that may be issued or transferred under the Plan with respect to Awards granted under the Plan on and after the Effective Date shall not exceed 2,400,000 shares of Common Stock. In addition, subject to adjustment as described below in Sections 5(b) and 5(e) below, shares of Common Stock reserved for issuance under the Prior Plan that remain available for grant under the Prior Plan as of the Effective Date and shares of the Common Stock underlying any outstanding award granted under the Prior Plan that, following the Effective Date, expires, or is terminated, surrendered, cancelled, or forfeited or exchanged for any reason without issuance of such shares shall be available for new Awards under this Plan. Subject to adjustment as described below in Sections 5(b) and 5(e) below, the aggregate number of shares of Common Stock that may be issued or transferred under the Plan pursuant to Incentive Stock Options granted on and after the Effective Date shall not exceed 2,400,000 shares of Common Stock.

(b) Source of Shares; Share Counting. Shares issued or transferred under the Plan may be authorized but unissued shares of Common Stock or reacquired shares of Common Stock, including shares purchased by the Company on the open market for purposes of the Plan. If and to the extent Awards granted under the Plan expire, terminate or are surrendered, cancelled, forfeited, exchanged or without having been exercised, vested or paid in shares, the shares subject to such Awards shall again be available for purposes of the Plan. Shares of Common Stock surrendered in payment of the Exercise Price of an Option (or an option granted under the Prior Plan that is exercised on or after the Effective Date) shall not be available for re-issuance under the Plan. Shares of Common Stock withheld or surrendered for payment of taxes with respect to Awards (or awards granted under the Prior Plan) shall not be available for re-issuance under the Plan. If SARs are granted, the full number of shares subject to the SARs shall be considered issued under the Plan, without regard to the number of shares issued upon exercise of the SARs. To the extent any Awards are paid in cash, and not in shares of Common Stock, any shares previously subject to such Awards shall again be available for issuance or transfer under the Plan. For the avoidance of doubt, if shares are repurchased by the Company on the open market with the proceeds of the Exercise Price of Options (including options granted under the Prior Plan), such shares may not again be made available for issuance under the Plan.

(c) Substitute Awards. Shares issued or transferred under Awards made pursuant to an assumption, substitution or exchange for previously granted awards of a company acquired by the Company in a transaction ("Substitute Awards") shall not reduce the number of shares of Common Stock available under the Plan and available shares under a stockholder approved plan of an acquired company (as appropriately adjusted to reflect the transaction) may be used for Awards under the Plan and shall not reduce the Plan's share reserve (subject to applicable stock exchange listing and Code requirements).

(d) Individual Limits for Non-Employee Directors. Subject to adjustment as described below in Section 5(e), the maximum aggregate grant date value of shares of Common Stock subject to Awards

granted to any Non-Employee Director during any calendar year for services rendered as a Non-Employee Director, taken together with any cash fees earned by such Non-Employee Director for services rendered as a Non-Employee Director during the calendar year, shall not exceed \$600,000 in total value. For purposes of this limit, the value of such Awards shall be calculated based on the grant date fair value of such Awards for financial reporting purposes and excluding the value of any Dividend Equivalents paid pursuant to any Award granted in a previous year.

(e) Adjustments. If there is any change in the number or kind of shares of Common Stock outstanding by reason of (i) a stock dividend, spinoff, recapitalization, stock split, reverse stock split or combination or exchange of shares, (ii) a merger, reorganization or consolidation, (iii) a reclassification or change in par value, or (iv) any other unusual or infrequently occurring event affecting the outstanding Common Stock as a class without the Company's receipt of consideration, or if the value of outstanding shares of Common Stock is substantially reduced as a result of a spinoff or the Company's payment of an extraordinary dividend or distribution, the maximum number and kind of shares of Common Stock available for issuance under the Plan, the maximum limit set forth in Section 4(d) above, the number and kind of shares covered by outstanding Awards, the number and kind of shares issued and to be issued under the Plan, and the price per share or the applicable market value of such Awards shall be equitably adjusted by the Committee to reflect any increase or decrease in the number of, or change in the kind or value of, the issued shares of Common Stock to preclude, to the extent practicable, the enlargement or dilution of rights and benefits under the Plan and such outstanding Awards; *provided, however*, that any fractional shares resulting from such adjustment shall be eliminated. In addition, the Committee is authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, events described in the preceding sentence, and acquisitions and dispositions of businesses and assets) affecting the Company, any Subsidiary or any business unit, or the financial statements of the Company or any Subsidiary, or in response to changes in applicable laws, regulations, or accounting principles. In addition, in the event of a Change in Control, the provisions of Section 14 of the Plan shall apply. Any adjustments to outstanding Awards shall be consistent with Section 409A or 424 of the Code, to the extent applicable. Subject to Section 19(b) below, the adjustments of Awards under this Section 5(e) shall include adjustment of shares, Exercise Price of Options, base amount of SARs, Performance Goals or other terms and conditions, as the Committee deems appropriate. The Committee shall have the sole discretion and authority to determine what appropriate adjustments shall be made and any adjustments determined by the Committee shall be final, binding and conclusive.

Section 6. Eligibility for Participation.

(a) Eligible Persons. All Employees and Non-Employee Directors shall be eligible to participate in the Plan. Key Advisors shall be eligible to participate in the Plan if the Key Advisors render bona fide services to the Employer, the services are not in connection with the offer and sale of securities in a capital-raising transaction and the Key Advisors do not directly or indirectly promote or maintain a market for the Company's securities.

(b) Selection of Participants. The Committee shall select the Employees, Non-Employee Directors and Key Advisors to receive Awards and shall determine the number of shares of Common Stock subject to a particular Award in such manner as the Committee determines.

Section 7. Options.

The Committee may grant Options to an Employee, Non-Employee Director or Key Advisor upon such terms as the Committee deems appropriate. The following provisions are applicable to Options:

(a) Number of Shares. The Committee shall determine the number of shares of Common Stock that will be subject to each Award of Options to Employees, Non-Employee Directors and Key Advisors.

(b) Type of Option and Exercise Price.

(i) The Committee may grant Incentive Stock Options or Nonqualified Stock Options or any combination of the two, all in accordance with the terms and conditions set forth herein. Incentive Stock Options may be granted only to employees of the Company or any of its parent or subsidiary corporations, as defined in Section 424 of the Code. Nonqualified Stock Options may be granted to Employees, Non-Employee Directors and Key Advisors.

(ii) The Exercise Price of Common Stock subject to an Option shall be determined by the Committee and shall be equal to or greater than the Fair Market Value of a share of Common Stock on the date the Option is granted. However, an Incentive Stock Option may not be granted to an Employee who, at the time of grant, owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company, or any parent or subsidiary corporation of the Company, as defined in Section 424 of the Code, unless the Exercise Price per share is not less than 110% of the Fair Market Value of a share of Common Stock on the date of grant.

(c) Option Term. The Committee shall determine the term of each Option. The term of any Option shall not exceed ten years from the date of grant. However, an Incentive Stock Option that is granted to an Employee who, at the time of grant, owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company, or any parent or subsidiary corporation of the Company, as defined in Section 424 of the Code, may not have a term that exceeds five years from the date of grant. Notwithstanding the foregoing, in the event that on the last business day of the term of an Option (other than an Incentive Stock Option), the exercise of the Option is prohibited by applicable law, including a prohibition on purchases or sales of Common Stock under the Company's insider trading policy, the term of the Option shall be extended for a period of 30 days following the end of the legal prohibition, unless the Committee determines otherwise.

(d) Exercisability of Options. Subject to Section 4(b), Options shall become exercisable in accordance with such terms and conditions, consistent with the Plan, as may be determined by the Committee and specified in the Award Agreement, including upon the attainment of specified Performance Goals. The Committee may accelerate the exercisability of any or all outstanding Options at any time for any reason.

(e) Awards to Non-Exempt Employees. Notwithstanding the foregoing, Options granted to persons who are non-exempt employees under the Fair Labor Standards Act of 1938, as amended, may not be exercisable for at least six months after the date of grant (except that such Options may become exercisable, as determined by the Committee, upon the Participant's death, Disability or Retirement, or upon a Change in Control or other circumstances permitted by applicable regulations).

(f) Termination of Employment or Service. Except as provided in the Award Agreement, an Option may only be exercised while the Participant is employed by, or providing services to, the Employer. The Committee shall determine in the Award Agreement under what circumstances and during what time periods a Participant may exercise an Option after termination of employment or service.

(g) Exercise of Options. A Participant may exercise an Option that has become exercisable, in whole or in part, by delivering a notice of exercise to the Company. The Participant shall pay the Exercise Price for an Option as specified by the Committee (i) in cash or by check, (ii) unless the Committee determines otherwise, by delivering shares of Common Stock owned by the Participant and having a Fair Market Value on the date of exercise at least equal to the Exercise Price or by attestation (on a form prescribed by the Committee) to ownership of shares of Common Stock having a Fair Market Value on the date of exercise at least equal to the Exercise Price, (iii) by payment through a broker in accordance with procedures permitted by Regulation T of the Federal Reserve Board, (iv) if permitted by the Committee, by withholding shares of Common Stock subject to the exercisable Option, which

have a Fair Market Value on the date of exercise equal to the Exercise Price, or (v) by such other method as the Committee may approve. Shares of Common Stock used to exercise an Option shall have been held by the Participant for the requisite period of time necessary to avoid adverse accounting consequences to the Company with respect to the Option. Payment for the shares to be issued or transferred pursuant to the Option, and any required withholding taxes, must be received by the Company by the time specified by the Committee depending on the type of payment being made, but in all cases prior to the issuance or transfer of such shares.

(h) Limits on Incentive Stock Options. Each Incentive Stock Option shall provide that, if the aggregate Fair Market Value of the Common Stock on the date of the grant with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year, under the Plan or any other stock option plan of the Company or a parent or subsidiary, exceeds \$100,000, then the Option, as to the excess, shall be treated as a Nonqualified Stock Option.

Section 8. Stock Awards.

The Committee may issue or transfer shares of Common Stock to an Employee, Non-Employee Director or Key Advisor under a Stock Award, upon such terms as the Committee deems appropriate. The following provisions are applicable to Stock Awards:

(a) General Requirements. Shares of Common Stock issued or transferred pursuant to Stock Awards may be issued or transferred for consideration or for no consideration, and subject to restrictions or no restrictions, as determined by the Committee. Subject to Section 4(b), the Committee may, but shall not be required to, establish conditions under which restrictions on Stock Awards shall lapse over a period of time or according to such other criteria as the Committee deems appropriate, including, without limitation, restrictions based on the achievement of specific Performance Goals. The period of time during which the Stock Awards will remain subject to restrictions will be designated in the Award Agreement as the "Restriction Period."

(b) Number of Shares. The Committee shall determine the number of shares of Common Stock to be issued or transferred pursuant to a Stock Award and the restrictions applicable to such shares.

(c) Requirement of Employment or Service. If the Participant ceases to be employed by, or provide service to, the Employer during a period designated in the Award Agreement as the Restriction Period, or if other specified conditions are not met, the Stock Award shall terminate as to all shares covered by the Award as to which the restrictions have not lapsed, and those shares of Common Stock must be immediately returned to the Company. The Committee may, however, provide for complete or partial exceptions to this requirement as it deems appropriate.

(d) Restrictions on Transfer and Legend on Stock Certificate. During the Restriction Period, a Participant may not sell, assign, transfer, pledge or otherwise dispose of the shares of a Stock Award except under Section 17 below. Unless otherwise determined by the Committee, the Company will retain possession of certificates for shares of Stock Awards until all restrictions on such shares have lapsed. Each certificate for a Stock Award, unless held by the Company, shall contain a legend giving appropriate notice of the restrictions in the Award. The Participant shall be entitled to have the legend removed from the stock certificate covering the shares subject to restrictions when all restrictions on such shares have lapsed. The Committee may determine that the Company will not issue certificates for Stock Awards until all restrictions on such shares have lapsed.

(e) Right to Vote and to Receive Dividends. Unless the Committee determines otherwise, during the Restriction Period, the Participant shall have the right: (i) to vote shares of Stock Awards and (ii) subject to Section 4(c), to receive any dividends or other distributions paid on such shares, subject to any restrictions deemed appropriate by the Committee, including, without limitation, the achievement of specific Performance Goals; provided, however, that dividends shall vest and be paid only if and to the extent that the underlying Stock Award vests.

(f) Lapse of Restrictions. All restrictions imposed on Stock Awards shall lapse upon the expiration of the applicable Restriction Period and the satisfaction of all conditions, if any, imposed by the Committee. The Committee may determine, as to any or all Stock Awards, that the restrictions shall lapse without regard to any Restriction Period.

Section 9. Stock Units.

The Committee may grant Stock Units, each of which shall represent one hypothetical share of Common Stock, to an Employee, Non-Employee Director or Key Advisor upon such terms and conditions as the Committee deems appropriate. The following provisions are applicable to Stock Units:

(a) Crediting of Units. Each Stock Unit shall represent the right of the Participant to receive a share of Common Stock or an amount of cash based on the value of a share of Common Stock, if and when specified conditions are met. All Stock Units shall be credited to bookkeeping accounts established on the Company's records for purposes of the Plan.

(b) Terms of Stock Units. Subject to Section 4(b), the Committee may grant Stock Units that vest and are payable if specified Performance Goals or other conditions are met, or under other circumstances. Stock Units may be paid at the end of a specified performance period or other period, or payment may be deferred to a date authorized by the Committee. The Committee may accelerate vesting or payment, as to any or all Stock Units at any time for any reason, provided such acceleration complies with Section 409A of the Code. The Committee shall determine the number of Stock Units to be granted and the requirements applicable to such Stock Units.

(c) Requirement of Employment or Service. If the Participant ceases to be employed by, or provide service to, the Employer prior to the vesting of Stock Units, or if other conditions established by the Committee are not met, the Participant's Stock Units shall be forfeited. The Committee may, however, provide for complete or partial exceptions to this requirement as it deems appropriate.

(d) Payment With Respect to Stock Units. Payments with respect to Stock Units shall be made in cash, Common Stock or any combination of the foregoing, as the Committee shall determine.

Section 10. Stock Appreciation Rights.

The Committee may grant SARs to an Employee, Non-Employee Director or Key Advisor separately or in tandem with any Option. The following provisions are applicable to SARs:

(a) General Requirements. The Committee may grant SARs to an Employee, Non-Employee Director or Key Advisor separately or in tandem with any Option (for all or a portion of the applicable Option). Tandem SARs may be granted either at the time the Option is granted or at any time thereafter while the Option remains outstanding; *provided, however*, that, in the case of an Incentive Stock Option, SARs may be granted only at the time of the grant of the Incentive Stock Option. The Committee shall establish the base amount of the SAR at the time the SAR is granted. The base amount of each SAR shall be equal to or greater than the Fair Market Value of a share of Common Stock as of the date of grant of the SAR. The term of any SAR shall not exceed ten years from the date of grant. Notwithstanding the foregoing, in the event that on the last business day of the term of a SAR, the exercise of the SAR is

prohibited by applicable law, including a prohibition on purchases or sales of Common Stock under the Company's insider trading policy, the term shall be extended for a period of 30 days following the end of the legal prohibition, unless the Committee determines otherwise.

(b) Tandem SARs. In the case of tandem SARs, the number of SARs granted to a Participant that shall be exercisable during a specified period shall not exceed the number of shares of Common Stock that the Participant may purchase upon the exercise of the related Option during such period. Upon the exercise of an Option, the SARs relating to the Common Stock covered by such Option shall terminate. Upon the exercise of SARs, the related Option shall terminate to the extent of an equal number of shares of Common Stock.

(c) Exercisability. Subject to Section 4(b), a SAR shall be exercisable during the period specified by the Committee in the Award Agreement and shall be subject to such vesting and other restrictions as may be specified in the Award Agreement, including the attainment of specified Performance Goals. The Committee may accelerate the exercisability of any or all outstanding SARs at any time for any reason. SARs may only be exercised while the Participant is employed by, or providing service to, the Employer or during the applicable period after termination of employment or service as specified by the Committee. A tandem SAR shall be exercisable only during the period when the Option to which it is related is also exercisable.

(d) Awards to Non-Exempt Employees. Notwithstanding the foregoing, SARs granted to persons who are non-exempt employees under the Fair Labor Standards Act of 1938, as amended, may not be exercisable for at least six months after the date of grant (except that such SARs may become exercisable, as determined by the Committee, upon the Participant's death, Disability or Retirement, or upon a Change in Control or other circumstances permitted by applicable regulations).

(e) Value of SARs. When a Participant exercises SARs, the Participant shall receive in settlement of such SARs an amount equal to the value of the stock appreciation for the number of SARs exercised. The stock appreciation for a SAR is the amount by which the Fair Market Value of the underlying Common Stock on the date of exercise of the SAR exceeds the base amount of the SAR as described in Section 10(a).

(f) Form of Payment. The appreciation in a SAR shall be paid in shares of Common Stock, cash or any combination of the foregoing, as the Committee shall determine. For purposes of calculating the number of shares of Common Stock to be received, shares of Common Stock shall be valued at their Fair Market Value on the date of exercise of the SAR.

Section 11. Other Stock-Based Awards.

The Committee may grant Other Stock-Based Awards, which are awards (other than those described in Sections 7, 8, 9 and 10 of the Plan) that are based on or measured by Common Stock, to any Employee, Non-Employee Director or Key Advisor, on such terms and conditions as the Committee shall determine. Subject to Section 4(b), Other Stock-Based Awards may be awarded subject to the achievement of Performance Goals or other criteria or other conditions and may be payable in cash, Common Stock or any combination of the foregoing, as the Committee shall determine. The Committee may accelerate the vesting of any or all outstanding Other Stock-Based Awards at any time for any reason.

Section 12. Cash Awards

The Committee may grant Cash Awards to Employees who are executive officers and other key employees of the Company. The Committee shall determine the terms and conditions applicable to Cash Awards, including the criteria for the vesting and payment of Cash Awards. The Committee may accelerate the vesting of any or all outstanding Cash Awards at any time for any reason. Cash Awards shall be based on such measures as the Committee deems appropriate and need not relate to the value of shares of Common Stock.

Section 13. Dividend Equivalents.

The Committee may grant Dividend Equivalents in connection with Stock Units or Other Stock-Based Awards in an applicable Award Agreement or at any point following the grant of such Award. Subject to Section 4(c), Dividend Equivalents may be accrued as contingent cash obligations and may be payable in cash or shares of Common Stock, and upon such terms and conditions as the Committee shall determine; provided that Dividend Equivalents shall vest and be paid only if and to the extent that the underlying Stock Units or Other Stock-Based Awards vest and are paid. For the avoidance of doubt, dividends or Dividend Equivalents shall not be granted in connection with Options or SARs.

Section 14. Consequences of a Change in Control.

(a) Assumption of Outstanding Awards. Upon a Change in Control where the Company is not the surviving corporation (or survives only as a subsidiary of another corporation), unless the Committee determines otherwise, all outstanding Awards that are not exercised or paid at the time of the Change in Control shall be assumed by, or replaced with grants (which may be in respect to cash, securities, or a combination thereof) that have comparable terms by, the surviving corporation (or a parent or subsidiary of the surviving corporation). After a Change in Control, references to the “Company” as they relate to employment matters shall include the successor employer in the transaction, subject to applicable law. For purposes of the foregoing, an Award under the Plan shall not be treated as continued, assumed, or replaced on comparable terms unless it is continued, assumed, or replaced with substantially equivalent terms, including, without limitation, the same vesting terms.

(b) Vesting Upon Certain Terminations of Employment. Unless the Committee determines otherwise or the applicable Award Agreement provides otherwise, if a Participant’s employment or services terminate by reason of an involuntary dismissal or discharge by the Employer for reasons other than Cause upon or within 12 months following a Change in Control, the Participant’s outstanding Awards shall become fully vested as of the date of such termination; *provided* that if the vesting of any such Awards is based, in whole or in part, on performance, the applicable Award Agreement shall specify how the portion of the Award that becomes vested pursuant to this Section 14(b) shall be calculated.

(c) Other Alternatives. In the event of a Change in Control, if any outstanding Awards are not assumed by, or replaced with grants that have comparable terms by, the surviving corporation (or a parent or subsidiary of the surviving corporation), the Committee may (but is not obligated to) make adjustments to the terms and conditions of outstanding Awards, including, without limitation, taking any of the following actions (or combination thereof) with respect to any or all outstanding Awards, without the consent of any Participant: (i) the Committee may determine that outstanding Options and SARs shall automatically accelerate and become fully exercisable and the restrictions and conditions on outstanding Stock Awards, Stock Units, Other Stock-Based Awards, Cash Awards and Dividend Equivalents shall immediately lapse; (ii) the Committee may determine that Participants shall receive a payment in settlement of outstanding Stock Units, Other Stock-Based Awards, Cash Awards or Dividend Equivalents, in such amount and form as may be determined by the Committee; (iii) the Committee may require that Participants surrender their outstanding Options and SARs in exchange for a payment by the Company, in cash or Common Stock as determined by the Committee, in an amount equal to the amount, if any, by which the then Fair Market Value of the shares of Common Stock subject to the Participant’s

unexercised Options and SARs exceeds the Option Exercise Price or SAR base amount, and (iv) after giving Participants an opportunity to exercise all of their outstanding Options and SARs, the Committee may terminate any or all unexercised Options and SARs at such time as the Committee deems appropriate. Such surrender, termination or payment shall take place as of the date of the Change in Control or such other date as the Committee may specify. Without limiting the foregoing, if the per share Fair Market Value of the Common Stock does not exceed the per share Option Exercise Price or SAR base amount, as applicable, the Company shall not be required to make any payment to the Participant upon surrender of the Option or SAR.

Section 15. Deferrals.

The Committee may permit or require a Participant to defer receipt of the payment of cash or the delivery of shares that would otherwise be due to such Participant in connection with any Award. If any such deferral election is permitted or required, the Committee shall establish rules and procedures for such deferrals and may provide for interest or other earnings to be paid on such deferrals. The rules and procedures for any such deferrals shall be consistent with applicable requirements of Section 409A of the Code.

Section 16. Withholding of Taxes.

(a) Required Withholding. All Awards under the Plan shall be subject to applicable United States federal (including FICA), state and local, foreign country or other tax withholding requirements. The Employer may require that the Participant or other person receiving Awards or exercising Awards pay to the Employer an amount sufficient to satisfy such tax withholding requirements with respect to such Awards, or the Employer may deduct from other wages and compensation paid by the Employer the amount of any withholding taxes due with respect to such Awards, or the Employer may take such other action as the Committee may deem advisable to enable the Employer to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any Award.

(b) Share Withholding. The Committee may permit or require the Employer's tax withholding obligation with respect to Awards paid in Common Stock to be satisfied by having shares withheld up to an amount that does not exceed the Participant's applicable withholding tax rate for United States federal (including FICA), state and local, foreign country or other tax liabilities. The Committee may, in its discretion, and subject to such rules as the Committee may adopt, allow Participants to elect to have such share withholding applied to all or a portion of the tax withholding obligation arising in connection with any particular Award. Unless the Committee determines otherwise, share withholding for taxes shall not exceed the Participant's minimum applicable tax withholding amount.

Section 17. Transferability of Awards.

(a) Nontransferability of Awards. Except as described in subsection (b) below, only the Participant may exercise rights under an Award during the Participant's lifetime. A Participant may not transfer those rights except (i) by will or by the laws of descent and distribution or (ii) with respect to Awards other than Incentive Stock Options, pursuant to a domestic relations order. When a Participant dies, the personal representative or other person entitled to succeed to the rights of the Participant may exercise such rights. Any such successor must furnish proof satisfactory to the Company of the successor's right to receive the Award under the Participant's will or under the applicable laws of descent and distribution.

(b) Transfer of Nonqualified Stock Options and Stock Awards. Notwithstanding the foregoing, the Committee may provide, in an Award Agreement or at such other time after the grant of the Award, that a Participant may transfer Nonqualified Stock Options or Stock Awards to family members, or one or more trusts or other entities for the benefit of or owned by family members, consistent with the applicable securities laws, according to such terms as the Committee may determine; *provided* that the

Participant receives no consideration for the transfer of an Option or Stock Award and the transferred Option or Stock Award shall continue to be subject to the same terms and conditions as were applicable to the Option or Stock Award immediately before the transfer.

Section 18. Requirements for Issuance or Transfer of Shares

No Common Stock shall be issued or transferred in connection with any Award hereunder unless and until all legal requirements applicable to the issuance or transfer of such Common Stock have been complied with to the satisfaction of the Committee. The Committee shall have the right to condition any Award on the Participant's undertaking in writing to comply with such restrictions on the Participant's subsequent disposition of the shares of Common Stock as the Committee shall deem necessary or advisable, and certificates representing such shares may be legended to reflect any such restrictions. Certificates representing shares of Common Stock issued or transferred under the Plan may be subject to such stop-transfer orders and other restrictions as the Committee deems appropriate to comply with applicable laws, regulations and interpretations, including any requirement that a legend be placed thereon.

Section 19. Amendment and Termination of the Plan.

(a) Amendment. The Board may amend or terminate the Plan at any time; *provided, however*, that the Board shall not amend the Plan without stockholder approval if such approval is required in order to comply with the Code or other applicable law, or to comply with applicable stock exchange requirements.

(b) No Repricing of Options or SARs. Except in connection with a corporate transaction involving the Company (including, without limitation, any stock dividend, distribution (whether in the form of cash, Common Stock, other securities or property), stock split, extraordinary cash dividend, recapitalization, change in control, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of shares of Common Stock or other securities, or similar transactions), the Company may not, without obtaining stockholder approval, (i) amend the terms of outstanding Options or SARs to reduce the Exercise Price of such outstanding Options or base price of such SARs, (ii) cancel outstanding Options or SARs in exchange for Options or SARs with an Exercise Price or base price, as applicable, that is less than the Exercise Price or base price of the original Options or SARs or (iii) cancel outstanding Options or SARs with an Exercise Price or base price, as applicable, above the current stock price in exchange for cash or other securities.

(c) Termination of Plan. The Plan shall terminate on the day immediately preceding the tenth anniversary of its Effective Date, unless the Plan is terminated earlier by the Board or is extended by the Board with the approval of the stockholders.

(d) Termination and Amendment of Outstanding Awards. A termination or amendment of the Plan that occurs after an Award is made shall not materially impair the rights of a Participant with respect to such Award unless the Participant consents or unless the Committee acts under Section 20(f) below. The termination of the Plan shall not impair the power and authority of the Committee with respect to an outstanding Award. Whether or not the Plan has terminated, an outstanding Award may be terminated or amended under Section 20(f) below or may be amended by agreement of the Company and the Participant consistent with the Plan; provided that, the Participant's consent is not required if any termination or amendment to the Participant's outstanding Award does not materially impair the rights or materially increase the obligations of the Participant.

Section 20. Miscellaneous.

(a) Awards in Connection with Corporate Transactions and Otherwise. Nothing contained in the Plan shall be construed to (i) limit the right of the Committee to make Awards under the Plan in connection with the acquisition, by purchase, lease, merger, consolidation or otherwise, of the business

or assets of any corporation, firm or association, including Awards to employees thereof who become Employees, or (ii) limit the right of the Company to grant stock options or make other awards outside of the Plan. The Committee may make an Award to an employee of another corporation who becomes an Employee by reason of a corporate merger, consolidation, acquisition of stock or property, reorganization or liquidation involving the Company, in substitution for a stock option or stock award granted by such corporation. Notwithstanding anything in the Plan to the contrary, the Committee may establish such terms and conditions of the new Awards as it deems appropriate, including setting the Exercise Price of Options or the base price of SARs at a price necessary to retain for the Participant the same economic value as the prior options or rights.

(b) Governing Document. The Plan shall be the controlling document. No other statements, representations, explanatory materials or examples, oral or written, may amend the Plan in any manner. The Plan shall be binding upon and enforceable against the Company and its successors and assigns.

(c) Funding of the Plan. The Plan shall be unfunded. The Company shall not be required to establish any special or separate fund or to make any other segregation of assets to assure the payment of any Awards under the Plan.

(d) Rights of Participants. Nothing in the Plan shall entitle any Employee, Non-Employee Director, Key Advisor or other person to any claim or right to receive an Award under the Plan. Neither the Plan nor any action taken hereunder shall be construed as giving any individual any rights to be retained by or in the employ of the Employer or any other employment rights.

(e) No Fractional Shares. No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan or any Award. Except as otherwise provided under the Plan, the Committee shall determine whether cash, other awards or other property shall be issued or paid in lieu of such fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

(f) Compliance with Law.

(i) The Plan, the exercise of Options and SARs and the obligations of the Company to issue or transfer shares of Common Stock under Awards shall be subject to all applicable laws and regulations, and to approvals by any governmental or regulatory agency as may be required. With respect to persons subject to Section 16 of the Exchange Act, it is the intent of the Company that the Plan and all transactions under the Plan comply with all applicable provisions of Rule 16b-3 or its successors under the Exchange Act. In addition, it is the intent of the Company that Incentive Stock Options comply with the applicable provisions of Section 422 of the Code, and that, to the extent applicable, Awards comply with the requirements of Section 409A of the Code. To the extent that any legal requirement of Section 16 of the Exchange Act or Section 422 or 409A of the Code as set forth in the Plan ceases to be required under Section 16 of the Exchange Act or Section 422 or 409A of the Code, that Plan provision shall cease to apply. The Committee may revoke any Award if it is contrary to law or modify an Award to bring it into compliance with any valid and mandatory government regulation. The Committee may also adopt rules regarding the withholding of taxes on payments to Participants. The Committee may, in its sole discretion, agree to limit its authority under this Section.

(ii) The Plan is intended to comply with the requirements of Section 409A of the Code, to the extent applicable. Each Award shall be construed and administered such that the Award either (A) qualifies for an exemption from the requirements of Section 409A of the Code or (B) satisfies the requirements of Section 409A of the Code. If an Award is subject to Section 409A of the Code, (I) distributions shall only be made in a manner and upon an event permitted under Section 409A of the Code, (II) payments to be made upon a termination of employment or service shall only be made upon a "separation from service" under Section 409A of the Code, (III) unless the Award specifies

otherwise, each installment payment shall be treated as a separate payment for purposes of Section 409A of the Code, and (IV) in no event shall a Participant, directly or indirectly, designate the calendar year in which a distribution is made except in accordance with Section 409A of the Code.

(iii) Any Award that is subject to Section 409A of the Code and that is to be distributed to a Key Employee (as defined below) upon separation from service shall be administered so that any distribution with respect to such Award shall be postponed for six months following the date of the Participant's separation from service, if required by Section 409A of the Code. If a distribution is delayed pursuant to Section 409A of the Code, the distribution shall be paid within 15 days after the end of the six-month period. If the Participant dies during such six-month period, any postponed amounts shall be paid within 90 days of the Participant's death. The determination and identification of "**Key Employees**", including the number and identity of persons considered Key Employees and the identification date, shall be made by the Committee or its delegate each year in accordance with Section 416(i) of the Code and the "specified employee" requirements of Section 409A of the Code.

(iv) Notwithstanding anything in the Plan or any Award agreement to the contrary, each Participant shall be solely responsible for the tax consequences of Awards under the Plan, and in no event shall the Company or any Subsidiary or Affiliate of the Company have any responsibility or liability if an Award does not meet any applicable requirements of Section 409A of the Code. Although the Company intends to administer the Plan to prevent taxation under Section 409A of the Code, the Company does not represent or warrant that the Plan or any Award complies with any provision of federal, state, local or other tax law.

(g) Awards outside of the United States; Establishment of Subplans. The Committee has the authority to grant Awards to Participants who are employed outside the United States on any different terms and conditions than those specified in the Plan that the Committee, in its discretion, believes to be necessary or desirable to accommodate differences in applicable law, tax policy, or custom, while furthering the purposes of the Plan. The Board may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable blue sky, securities or tax laws of various jurisdictions. The Board shall establish such sub-plans by adopting supplements to the Plan setting forth (i) such limitations on the Committee's discretion under the Plan as the Board deems necessary or desirable and (ii) such additional terms and conditions not otherwise inconsistent with the Plan as the Board shall deem necessary or desirable. All supplements adopted by the Board shall be deemed to be part of the Plan, but each supplement shall apply only to Participants within the affected jurisdiction and the Employer shall not be required to provide copies of any supplement to Participants in any jurisdiction that is not affected. Notwithstanding the foregoing, the Committee may not approve any sub-plan inconsistent with the terms or share limits in the Plan or which would otherwise cause the Plan to cease to satisfy any conditions under Rule 16b-3 under the Exchange Act.

(h) Company Policies and Clawback Rights.

(i) All Awards under the Plan shall be subject to any applicable clawback or recoupment policies, share trading policies and other policies that may be approved or implemented by the Board or the Committee from time to time, whether or not approved before or after the Effective Date. The Company may offset any payments due under this Plan or in connection with an Award to a Participant by any required repayments that such Participant under any applicable clawback or recoupment policy; *provided* that any application of a clawback policy or offset in respect thereof will be applied consistent with Section 409A (as defined below).

(ii) Subject to the requirements of applicable law, the Committee may provide in any Award Agreement that, if a Participant breaches any restrictive covenant obligation or agreement between the Participant and the Employer (which may be set forth in any Award Agreement) or otherwise

engages in activities that constitute Cause either while employed by, or providing service to, the Employer or within a specified period of time thereafter, all Awards held by the Participant shall terminate, and the Company may rescind any exercise of an Option or SAR and the vesting of any other Award and delivery of shares upon such exercise or vesting (including pursuant to dividends and Dividend Equivalents), as applicable on such terms as the Committee shall determine, including the right to require that in the event of any such rescission, (A) the Participant shall return to the Company the shares received upon the exercise of any Option or SAR and/or the vesting and payment of any other Award (including pursuant to dividends and Dividend Equivalents) or, (B) if the Participant no longer owns the shares, the Participant shall pay to the Company the amount of any gain realized or payment received as a result of any sale or other disposition of the shares (or, in the event the Participant transfers the shares by gift or otherwise without consideration, the Fair Market Value of the shares on the date of the breach of the restrictive covenant agreement (including a Participant's Award Agreement containing restrictive covenants) or activity constituting Cause), net of the price originally paid by the Participant for the shares. Payment by the Participant shall be made in such manner and on such terms and conditions as may be required by the Committee. The Employer shall be entitled to set off against the amount of any such payment any amounts otherwise owed to the Participant by the Employer.

(i) Governing Law; Jurisdiction. The validity, construction, interpretation and effect of the Plan and Award Agreements issued under the Plan shall be governed and construed by and determined in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof. Any action arising out of, or relating to, any of the provisions of the Plan and Awards made hereunder shall be brought only in the United States District Court for the District of Delaware, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in the State of Delaware, and the jurisdiction of such court in any such proceeding shall be exclusive.

EXHIBIT A

PERFORMANCE GOALS

Performance goals established for purposes of the grant or vesting of performance-based Awards (“**Performance Goals**”) may be based on one or more of the following performance goals, or such other goals as the Committee determines:

- (a) Earnings per share;
- (b) Operating income;
- (c) Operating profit margin;
- (d) Net income;
- (e) Pre-tax income;
- (f) Cash flow;
- (g) Gross profit;
- (h) Gross profit return on investment;
- (i) Gross margin return on investment;
- (j) Gross margin;
- (k) Working capital;
- (l) Earnings before interest and taxes;
- (m) Earnings before interest, tax, depreciation and amortization;
- (n) Return on equity;
- (o) Return on assets;
- (p) Return on capital;
- (q) Return on invested capital;
- (r) Net revenues;
- (s) Gross revenues;
- (t) Revenue growth;
- (u) Total shareholder return;
- (v) Economic value added;
- (w) Specified objectives with regard to limiting the level of increase in all or a portion of the Company’s bank debt or other long-term or short-term public or private debt or other similar financial

obligations of the Company, which may be calculated net of cash balances and/or other offsets and adjustments as may be established by the Committee in its sole discretion;

- (x) Fair market value of the shares of the Company's Common Stock;
- (y) Market share and/or market segment share;
- (z) Growth in value of investment in the Company's Common Stock assuming the reinvestment of dividends;
- (aa) Reduction in expenses; or
- (bb) Any such other measures as the Committee determines.

Performance goals may also be based upon individual Participant performance goals, as determined by the Committee, in its sole discretion. In addition, such Performance Goals may be based upon the attainment of specified levels of Company (or subsidiary, division, other operational unit or administrative department of the Company) performance under one or more of the measures described above relative to the performance of other corporations. The Committee may also: (i) designate additional business criteria on which the Performance Goals may be based; or (ii) adjust, modify or amend the aforementioned business criteria.

Except as otherwise determined by the Committee, the measures used in Performance Goals set under the Plan shall be determined in accordance with generally accepted accounting principles ("GAAP") and in a manner consistent with the methods used in the Company's regular reports on Forms 10-K and 10-Q, without regard to any of the following unless otherwise determined by the Committee:

- (i) all items of gain, loss or expense for the fiscal year or other applicable performance period that are related to restructurings, discontinued operations, and other special, unusual or non-recurring items, events or circumstances affecting the Company (or a Subsidiary, division, other operational unit or administrative department of the Company) or the financial statements of the Company (or a Subsidiary, division, other operational unit or administrative department of the Company), including events either not directly related to the operations of the Company (or a Subsidiary, division, other operational unit or administrative department of the Company) or not within the reasonable control of the Company's (or a Subsidiary's, division's, other operational unit's or administrative department's) management;
- (ii) all items of gain, loss or expense for the fiscal year or other applicable performance period that are related to (A) the disposal of a business or discontinued operations or (B) the operations of any business acquired by the Company (or a Subsidiary, division, other operational unit or administrative department of the Company) during the fiscal year or other applicable performance period; and
- (iii) all items of gain, loss or expense for the fiscal year or other applicable performance period that are related to changes in accounting principles or to changes in applicable law or regulations.

To the extent any objective Performance Goals are expressed using any measures that require deviations from GAAP, such deviations shall be at the discretion of the Committee.



CROSS COUNTRY HEALTHCARE, INC.
6551 PARK OF COMMERCE BOULEVARD, N.W.
BOCA RATON, FLORIDA 33487



VOTE BY INTERNET

Before The Meeting - Go to www.proxyvote.com or scan the QR Barcode above

Use the Internet to transmit your voting instructions and for electronic delivery of information up until 11:59 p.m. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

During The Meeting - Go to www.virtualshareholdermeeting.com/CCRN2024

You may attend the meeting via the Internet and vote during the meeting. Have the information that is printed in the box marked by the arrow available and follow the instructions.

VOTE BY PHONE - 1-800-690-6903

Use any touch-tone telephone to transmit your voting instructions up until 11:59 p.m. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL

Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

V33601-P04055

KEEP THIS PORTION FOR YOUR RECORDS
DETACH AND RETURN THIS PORTION ONLY

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

CROSS COUNTRY HEALTHCARE, INC.

The Board of Directors recommends you vote FOR the following:

1. PROPOSAL TO ELECT EIGHT DIRECTORS FOR TERMS EXPIRING AT THE 2025 ANNUAL MEETING.

Nominees:

	For	Against	Abstain
1a. Kevin C. Clark	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1b. Dwayne Allen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1c. Venkat Bhamidipati	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1d. W. Larry Cash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1e. Gale Fitzgerald	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1f. John A. Martins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1g. Janice E. Nevin, M.D., MPH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1h. Mark Perlberg, JD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Board of Directors recommends you vote FOR proposals 2, 3 and 4:

	For	Against	Abstain
2. PROPOSAL TO RATIFY THE APPOINTMENT OF DELOITTE & TOUCHE LLP AS INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. PROPOSAL TO APPROVE, ON AN ADVISORY BASIS, COMPENSATION OF THE COMPANY'S NAMED EXECUTIVE OFFICERS.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. PROPOSAL TO APPROVE THE CROSS COUNTRY HEALTHCARE, INC. 2024 OMNIBUS INCENTIVE PLAN.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: IN THEIR DISCRETION, THE PROXIES ARE AUTHORIZED TO VOTE UPON SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE MEETING.

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.

Signature [PLEASE SIGN WITHIN BOX]	Date

Signature (Joint Owners)	Date

Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting:

The Notice and Proxy Statement and Annual Report are available at www.proxyvote.com.

V33602-P04055

CROSS COUNTRY HEALTHCARE, INC.
This Proxy is solicited on behalf of the Board of Directors

The undersigned, having duly received the Notice of Annual Meeting of Stockholders and the Proxy Statement, dated April 1, 2024, hereby appoints John A. Martins and Kevin C. Clark as proxies (each with the power to act alone and with the power of substitution and revocation) to represent the undersigned and to vote, as designated below, all shares of Common Stock of Cross Country Healthcare, Inc. held of record by the undersigned on March 18, 2024, at the Annual Meeting of Stockholders to be held at 12:00 p.m., Eastern Time on Tuesday, May 14, 2024 via live webcast at www.virtualshareholdermeeting.com/CCRN2024 and at any adjournments or postponements thereof. The undersigned hereby revokes any previous proxies with respect to the matters covered by this Proxy.

THIS PROXY, WHEN PROPERLY EXECUTED, WILL BE VOTED IN THE MANNER DIRECTED ON THE PROXY BY THE UNDERSIGNED STOCKHOLDER. IF NO DIRECTION IS MADE, THIS PROXY WILL BE VOTED FOR ELECTION OF ALL NOMINEES FOR DIRECTOR LISTED IN PROPOSAL 1, AND "FOR" PROPOSALS 2, 3, AND 4, AND AT THE DISCRETION OF THE PROXIES ON SUCH OTHER MATTERS THAT MAY PROPERLY COME BEFORE THE ANNUAL MEETING OF STOCKHOLDERS. PLEASE MARK, SIGN, DATE AND RETURN THIS PROXY PROMPTLY USING THE ENCLOSED ENVELOPE.

Continued and to be signed on reverse side