



# HEALTH CARE CODE

for Ethical International Recruitment  
and Employment Practices



*Alliance for* ETHICAL  
INTERNATIONAL  
RECRUITMENT *Practices*

*A division of CGFNS International, Inc.®*

4th edition

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*The Alliance Advisory Board was known as the Alliance Board of Governors prior to May 2023.*

**Chair of the Alliance Advisory Board of 2022-23:**

Barbara Green, PhD, *CGFNS International, Inc., Board of Trustees*

**Members of the Alliance Advisory Board of 2022-23:**

Lydia Albuquerque, PhD, *National Association of Indian Nurses of America*

Judith Awurumibe, PhD, DNP, CRNP, FNP, APRN, *National Association of Nigerian Nurses in North America*

Gloria Beriones, PhD, RN, NEA-BC, *Philippine Nurses Association of America*

Sinead Carbery, *AMN Healthcare*

Annie Coughlin, MSN, CRNP, NNP-BC, *National Council of State Boards of Nursing*

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Kathy Harris, MS, RN, CENP, FACHE(R), *American Organization for Nursing Leadership*

Cheryl Peterson, MSN, RN, *American Nurses Association*

Jeremy Sadlier, *American Society for Healthcare Human Resources Administration*

Diane Sosne, RN, MSN, *Service Employees International Union Healthcare 1199NW*

Beth Vanderwalker, RN, MBA, FACHE, *WorldWide HealthStaff Solutions*

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Mukul Bakhshi, JD, Director, *Alliance for Ethical International Recruitment Practices*

Kaley Cook, MS, Program Manager, *Alliance for Ethical International Recruitment Practices*

Peter Preziosi, PhD, RN, CAE, *President & Chief Executive Officer, CGFNS International, Inc.*

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March 2023

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## PREAMBLE

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The mission of the [Alliance for Ethical International Recruitment Practices](#) (Alliance) is to facilitate the adoption of and compliance with ethical, responsible, and transparent practices and with voluntary standards that aim to ensure ethical recruitment of foreign-educated professionals to the United States. The following Health Care Code for Ethical International Recruitment and Employment Practices (Code) reflects the mutual recognition of stakeholder interests relevant to the recruitment of foreign-educated health professionals (FEHPs) to the United States. It is based on an acknowledgment of the rights of individuals to migrate, as well as an understanding that the legitimate interests and responsibilities of health professionals, source countries, and employers in the destination country may conflict. It affirms that a careful balancing of those individual and collective interests offers the best course for maximizing the benefits and reducing the potential harm to all parties.

The first edition of the Code was launched in 2008, with the Alliance established to oversee its implementation. Two years later, in 2010, the [WHO Global Code of Practice on the International Recruitment of Health Personnel](#) was created, utilizing the Alliance's Code as an example. In 2011, the second edition of the Code expanded from focusing solely on nurses to including all health professionals before the Alliance the acquired by CGFNS in 2014. To adapt to a changing international recruitment landscape, the Alliance Code was also revised in 2017 and 2023 to ensure that its principles and provisions remain relevant and timely in addressing ethical concerns in international recruitment.

The world has changed considerably in recent years, with dramatic impacts on healthcare as a whole and specifically on international recruitment of health professionals. This Code aims to align expectations among all parties and provide a strong framework of ethical behaviors and rigorous standards for recruitment agencies and clarity for FEHPs on their rights and responsibilities. The ethical practices set forth in this Code, combined with knowledge and transparency, are critical elements to ensuring a safe, fair, and equitable recruitment process.

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## CODE CONTEXT

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While the Code acknowledges the interests of multiple stakeholder groups — health professionals, source countries, recruiters, and employers — its target audiences are the organizations that recruit and employ foreign-educated health professionals (e.g., third party recruiting firms, staffing agencies, hospitals, long-term care organizations, health systems). The Code is formatted to address the expectations for recruitment agencies that are certified by the Alliance, with the exception of Section A, which addresses the rights and responsibilities of foreign-educated health professionals utilizing recruitment services.

For the purposes of the Code,

“Recruiters” refers to those who contract with foreign-educated health professionals (FEHPs) in a source country in order to facilitate their migration to the United States and their placement in health care employment.

“Employers” refers to those health care organizations that employ FEHPs in the United States. Some entities provide both services (i.e., a health care employer may engage in direct recruitment and a recruiter may employ FEHPs under a staffing agency model in which the agency employs and contracts health professionals to healthcare organizations on a short or long-term basis).

Where recruitment and employment services are the shared responsibility of two or more entities, each is responsible for ensuring ethical conduct throughout the process.

Recruiters and employers certified by the Alliance voluntarily agree to comply with ten guiding principles and the specific standards agreed upon by stakeholders to advance these principles. Certification also implies full cooperation with the monitoring system developed by the Alliance’s Advisory Board and has been operating continuously since 2009.

In addition, certified recruiters and employers must comply with the laws of any foreign country in which they operate, whether through a permanent office, an agent relationship, or on an occasional basis, and comply with the laws of the United States, including relevant employment and immigration laws.

Recruitment firms that have been certified by the Alliance may be identified by the Alliance Certification Seal (shown right), and a full list can be found online on the [Alliance website](#).



## FEHP RIGHTS AND RESPONSIBILITIES

*Foreign-educated health professionals shall have all the same rights and responsibilities as their U.S. counterparts and are responsible for fulfilling obligations to their recruiter and/or employer. They also have the right to be treated and the responsibility to act ethically and professionally.*

*Certified employers and recruiters shall inform FEHPs of their **rights**, including, but not limited to, the following:*

- The right to ask questions about their employment contract and consult an attorney before signing it.
- The right to have a fully executed copy of the contract.
- The right to be treated in a fair and legal manner, in accordance with all applicable U.S. employment laws including anti-harassment and anti-discrimination laws and regulations.
- The right to discuss wages and benefits with other healthcare professionals.
- The right to remain in custody of all of their immigration-related paperwork and documentation (e.g., passports, certifications, permits, visas, or other official documents).
- The right to have contract disputes resolved in the jurisdiction in which the FEHP works or where the employer is headquartered; such jurisdiction shall be specified in the FEHP's contract.
- The right to join and participate fully in professional organizations and unions.
- The right to humane and professional treatment. Physical abuse or discipline, the threat of physical abuse, sexual, or other harassment and verbal abuse or other forms of intimidation is prohibited.
- The right to inform the recruiter or employer of any potential violations of this Code by any agents of the recruiter without fear of penalty or retribution.

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*Certified employers and recruiters shall inform FEHPs of their **responsibilities**, including, but not limited to, the following:*

- The responsibility to read all contracts completely and make a reasonable effort to ensure understanding of all provisions, including all rights and responsibilities, prior to signing.
- The responsibility to enter into agreements in good faith and fulfill agreed upon contract obligations in exchange for the employer’s financial investment and consideration, including credentialing support, visa sponsorship, relocation support, transitional support, employment, and compensation.
- The responsibility to be truthful and forthright with recruiters and employers about educational degrees earned, work experience, area(s) of professional expertise, and immigration history.
- The responsibility to not provide any false or misleading information, or omit to provide any material information, in any written or verbal communication with recruiters and employers.
- The responsibility to promptly inform the recruiter and/or employer if additional cultural or clinical training is required to safely and effectively perform all employment-related responsibilities and to disclose any factor that could impede the FEHP’s ability to fulfill his/her contractual obligation or professional responsibilities.
- The responsibility to reimburse the employer for expenses reasonably incurred on their behalf in the event of early termination of an assignment or failure to commence assignment without just cause, as defined by the contract.
- The responsibility to provide timely notice, and make a good faith effort to seek resolution, of disagreements or misunderstandings with recruiters and employers.
- The responsibility to sign up with only one employer or agency at a time unless released or discharged from a previous contractual relationship.
- The responsibility to comply with all laws and regulations governing credentialing, licensing, immigration, and professional practice.
- The responsibility to make reasonable efforts to meet client organization expectations and represent the employer or recruitment firm in a professional manner.

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Section B

**RECRUITER AND EMPLOYER ACCOUNTABILITY**

*FEHPs shall have the right to be recruited for work in the United States under a system that holds the employer accountable for providing a fair, transparent recruiting process and a work experience that aligns with the representations made. Certified employers and recruiters acknowledge:*

- Where recruitment and employment services are the shared responsibility of two or more entities, each will be responsible for ensuring ethical conduct throughout the process.
- Recruiters and employers certified by the Alliance shall be accountable under the Alliance Code for the actions of their subcontractors. The principal recruiting / employing company must be cognizant that agents function as an extension of them; they must ensure that the agent's / subcontractor's representations are aligned with their objectives, motivations, contractual obligations, and applicable law.
- All employment agreements should incorporate all rights, duties, and obligations of the parties and describe the nature of the offered employment with as much specificity as possible including term, pay, location, and duration of assignments as soon as that information is known.
- Employment details, including location, facility, specialty unit, work schedule, and regular hourly pay that are not listed in the employment agreement may be incorporated into an assignment confirmation document that is separate from, but associated with, the employment agreement.
- Instances where an FEHP arrives in the U.S. without a determined location or workplace should be rare. If such employment details are unknown prior to arrival, the FEHP must be informed and give written consent.
- Material changes to the nature of the offered employment or to the agreement should be in writing and mutually agreed upon.
- All employment agreements should mutually provide for a period to cure any curable breach of contract.

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Section C

**FREEDOM FROM DISCRIMINATION AND RETALIATION**

*FEHPs shall have the right to a recruitment and employment experience free of discrimination and retaliation. Certified employers and recruiters shall:*

- Provide compensation for work performed by FEHPs based on performance-related criteria, including education, experience (both in the U.S. and comparable experience in source countries), tenure, level of practice, and relevant skills. Compensation, length of contract, and/or breach fees shall not be based on national origin or gender.
- Inform the FEHPs of applicable prevailing wage (PW) requirements and explain which PW level will be used and why.
- Once in the United States, pay the FEHP in accordance with visa regulations and wage and hour laws, and in accordance with the contract.
- Practice equitable treatment in all assignments and all hours worked, free from discrimination and retaliation.

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## Section D

### RIGHT TO KNOW

*FEHPs shall have the right to be informed about the recruitment process and their rights under U.S. law in a language they understand. Certified employers and recruiters shall:*

- Provide a copy of this Code to the FEHP when a contract is offered to the FEHP.
- Provide sufficient opportunity for FEHP applicants to review contracts before signing.
- Ensure all employment agreements allow thirty (30) days from presentation of contract for the FEHP to seek counsel on the contents and provisions thereof.
- Ensure all employment agreements provide for a period of at least seven (7) days after signing during which the FEHP may rescind the employment agreement without penalty.
- Not use false or misleading information in any form of communication.
- In recruitment advertising, clearly indicate the specific occupational level for which FEHP applicants are sought (e.g., RN, LPN, nursing assistants) and include the minimum education and qualifications/experience required for each occupational level.
- Explain in writing the steps involved in the migration and licensing process and keep FEHP applicants informed in writing about their progress throughout the process and upon an applicant's request.
- Disclose and fully explain the possibility of delays in visa processing before the contract is signed and provide historical processing times for the applicable visa category.
- Provide FEHPs with all information related to their immigration case, including but not limited to: case number, priority date, and copies of all documents filed in relation to their case.
- Specify the nature of employment (e.g., direct hire by a hospital or nursing home or employment by a staffing agency) as soon as such information is known. Provide a clear explanation of any change to the nature of employment and secure the FEHP's written consent prior to making any change.

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- Identify the geographic location of the future worksite at the time of recruitment, if such information is known. If third-party recruiters and staffing agencies have not yet determined the future worksite location, this should be fully and clearly disclosed to the FEHP at the time of recruitment. The precise place of employment (specific health care facility, set of facilities owned by a system or other worksite, such as a home health agency) or the FEHP’s acknowledgment, and consent that the location is unknown, must be specified in writing prior to the FEHP’s travel to the United States.

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## RIGHT TO RECEIVE A CONTRACT WITH FAIR TERMS AND TO GIVE INFORMED CONSENT

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*FEHPs shall have the right to a legal employment contract that respects their rights and the right to give informed consent before being hired. Certified employers and recruiters shall:*

- Make reasonable efforts to ensure that the contract terms—including key provisions such as term, pay, overtime, location, assignment duration, and confidentiality—are fully explained and understood by the FEHP.
- Ensure the FEHP understands which work hours count toward completion of the contract.
- Inform the FEHPs that they are free to consult with an attorney about any and all contractual terms before signing.
- Narrowly tailor confidentiality clauses to ensure they do not prohibit or inhibit the FEHP at any time (before or after arrival in the U.S.) from seeking counsel about a contract from an attorney, bargaining or labor representative. Seeking counsel shall not be construed as a breach of contract by the FEHP.
- Provide a copy of the fully executed employment contract to the FEHP for their records.
- Provide a clear explanation of any contract changes and secure the FEHP’s written consent whenever modifying an executed contract. When contract changes are required to accommodate and reflect changes in relevant laws or regulations, a full explanation of the changes must be provided in writing to the FEHP.
- Secure written consent from the FEHP to sell or transfer their contract to another agency or employer, either in the language of the original contract or prior to consummation of any transfer or sale.
- Charge no fees to FEHPs for recruitment services.
- Clearly specify in a FEHP’s contract the financial responsibilities of all parties (FEHPs, recruiters, and employers), including all transportation costs (e.g., from departure location to the U.S. and to the specific assignment location in the U.S.), housing/lodging, meals, and other related expenses.

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## RIGHT TO MOVE FREELY WITHOUT COERCION

*FEHPs shall have the right to move freely and change employers while working in the United States without coercion. In addition to complying with all applicable U.S. labor laws, certified employers and recruiters acknowledge:*

- Employers and recruiters shall permit the termination of contracts by FEHPs if deployment is delayed for more than three years from contract execution and the FEHP reimburses the recruiter or employer for all direct recruitment costs.
- Breach fees, also referred to as damages, should never be used for punitive purposes.
- Recruiters' and employers' pursuit of breach fees should rely upon good faith and reasonableness, in the limited circumstances where they are appropriate, and must be prorated.
- In order to resolve issues as expeditiously as possible, employers and recruiters should establish internal administrative processes (e.g., employee complaint policy, employee notice procedures) to facilitate review of disputes regarding an alleged breach of contract by either party.
- Green cards, passports, certifications, permits, visas, or other official documents shall not be withheld from FEHPs during any stage of recruitment or employment for any coercive purpose. Custody of such documents should be transferred to the FEHPs as soon as the management of the certification, immigration, and licensure processes reasonably allows.
- Recruiters and employers shall not threaten or use immigration enforcement mechanisms to exercise control over FEHPs or for punitive purposes.<sup>1</sup>
- Non-compete clauses should be reasonable in time and scope, and should not restrict the ability to earn a living in their occupation.

<sup>1</sup> However, if it appears that there may be fraud in procuring any of these documents, recruiters and employers are free to forward such documents to issuing authorities with appropriate information about the suspected misuse.

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Section G

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**RIGHT TO ACCESS JUSTICE**

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*FEHPs shall have the right to access justice for abuse and discrimination suffered under U.S. work visa programs. Certified employers and recruiters acknowledge:*

- FEHPs who believe they have suffered a violation of this Code or U.S. law shall not be discriminated against for filing a complaint or taking legal action.
- FEHPs shall have access to justice which may include mediation, non-jury trials, jury trials, or arbitration if expressly stated and mutually agreed upon.
- Agreements with FEHPs shall not include gag orders and/or confidentiality clauses that limit a FEHP's ability to have the contract reviewed.
- Agreements should not in any way seek to preclude FEHP's access to counsel and the right to seek legal redress for any violations or breaches.

Section H

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**RIGHT TO FREEDOM OF ASSOCIATION  
AND COLLECTIVE BARGAINING**

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*FEHPs shall have the right to form and join unions and to bargain and advocate collectively to promote their rights and interests. Certified employers and recruiters acknowledge:*

- FEHPs shall have the right to join professional associations and unions.

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## RIGHT TO RECEIVE SUPPORT FOR CLINICAL AND CULTURAL INTEGRATION

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*FEHPs shall have the right to receive support as they transition to living and working in the U.S. Certified employers and recruiters shall make reasonable efforts to:*

- Ensure that the “basic needs” of FEHPs (e.g., safe and clean housing, access to health care, and access to transportation when there are no or inadequate public transportation options) are available during an initial transition period as part of the negotiated employment package.
- Facilitate the successful transition of FEHPs to the U.S. and the specific employment location by providing or assisting in the provision of orientation programs that include basic information about living and working in the United States (e.g., housing options, banking, post office, local grocery stores and restaurants, etc.).
- Encourage and facilitate health care institutions/agencies to provide or assist in the provision of clinical orientation to ensure appropriate delivery of care, particularly with regard to discipline- or facility-specific clinical practices and procedures that may not be familiar to the FEHP.
- Provide or assist in the provision of sufficient training of FEHPs in cultural/linguistic matters relevant to the employment location.

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## RESPECT FOR SENDING COUNTRIES

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*The Alliance seeks to uphold an individual's right to migrate and to acknowledge the potential harm that can be caused to sending countries by international recruitment. Employers and recruiters shall:*

- Abide by all sending country's laws and regulations related to international recruitment.
- If a FEHP is contractually obligated to serve their home country's health system in return for public education or scholarships provided by the home country, respect those obligations and not knowingly enable the FEHP to circumvent them without permission from the sending country. Where applicable, require that the FEHP applicant provide evidence that such obligations have been satisfied.

*The Alliance seeks to promote recruitment that is conducted in a manner that helps to sustain, replenish, or improve the local health services of sending countries. Certified employers and recruiters shall aspire to:*

- Avoid active recruitment in those countries or areas within countries that are experiencing either a temporary health crisis during which health professionals are in dire need or a chronic health care professional shortage.
- Establish relationships with the departments of human resources in local hospitals, so that the training and departure processes have an agreed upon time frame.
- Pursue health facilities partnership agreements (e.g., between schools of nursing and hospitals in the U.S. and source country schools and hospitals). Such partnerships, often called twinning, provide source country facilities with visiting faculty, and in some instances medical supplies. They may also allow recruited health care professionals to return for temporary periods (two weeks or more) to work in source country health facilities.
- Match a portion of the remittances sent by recruited FEHPs and channel the funds directly to source country health care organizations.

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- Offer FEHPs periodic home leave to provide technical assistance to their home communities. This option is especially appropriate where there is a critical lack of health care professionals in the source country.
- Establish scholarship funds in source country schools.

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## GLOSSARY

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**Active recruitment** – Active recruitment consists of proactive direct solicitation to hire candidates that were not actively seeking a new position.

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**Breach of contract** – A breach of contract occurs whenever a party who entered a contract fails to perform their promised obligations.

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**Breach fee** – The amount of money a party can recover when one party breaches a contract. The legal term for breach fees is damages.

*In international recruitment, this typically refers to the amount of money a recruited foreign-educated health professional (FEHP) would pay to their recruitment agency if the FEHP were to voluntarily leave their contract, without cause, before the contract period has ended.*

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**Damages** – The amount of money owed when one party breaches a contract.

There are two main types of damages:

**Actual damages** – *The amount that may be recovered by the non-breaching party directly related to the breaching party's nonperformance under the contract. Examples of actual damages the recruiter/employer could potentially recover include unreimbursed expenses incurred directly on behalf of the FEHP or penalties required to be paid to healthcare facilities based upon a FEHP's failure to complete the agreed upon commitment period.*

**Liquidated damages** – *An amount that is determined at the time of contract formation that the breaching party will be required to pay in the event of a breach of the contract, which is generally based on an estimate of the total amount that will be incurred by the recruiter/employer for the recruitment, credentialing, visa sponsorship, relocation, resettlement, clinical acclimation, and onboarding of an FEHP. Liquidated damages cannot be a penalty for breach.*

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**Discrimination based on status as a member of a protected class** – To be discriminated against on the basis on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, or medical history. ([U.S. Equal Opportunity Employment Commission](#))

**FEHP** – foreign-educated health professional

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**Informed consent** – An ethical principle that requires permission to be granted with the knowledge of the possible benefits and the possible consequences.

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**Prevailing wage** – The prevailing wage rate is defined by the U.S. Department of Labor as the average wage paid to similarly employed workers in a specific occupation in the area of intended employment.



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Alliance for Ethical International Recruitment Practices

CGFNS International

3600 Market Street, Suite 400

Philadelphia, PA 19104-2651

[www.cgfnsalliance.org](http://www.cgfnsalliance.org)