

Certification Application – Direct Hire Healthcare Employers

Introduction

The Alliance for Ethical International Recruitment Practices (Alliance) is a non-profit organization whose purpose is to ensure that all foreign-educated health professionals (FEHPs) are recruited in a fair, ethical, and transparent manner for employment in the U.S. In 2023, the Alliance launched the most recent update to its [Health Care Code for Ethical International Recruitment and Employment Practices](#) (the “Code”). This Code, formerly the *Voluntary Code of Ethical Conduct for the Recruitment of Foreign-Educated Health Professionals to the United States*, was developed by many stakeholders with different perspectives across the health care sector and defines fair and transparent recruitment practices.

In 2010, the Alliance established a certification program for organizations that recruit FEHPs that demonstrate that their recruitment and employment practices fully conform to the tenets of the Code. Such organizations include temporary staffing firms, placement firms, and health care providers. This Certification Application sets forth the requirements for certification. Organizations interested in obtaining certification should complete the application and submit it along with the specified supporting documentation to the Alliance for review. If approved, the organization is authorized to use the Alliance’s Certification Seal in its recruitment efforts.

Any information provided in the application process will be kept completely confidential – the Alliance strictly protects any proprietary information disclosed by your organization.

INSTRUCTIONS

1. COMPLIANCE WITH THE CODE

This part requires demonstration of compliance with the Code. For each section, please describe and provide documentation with respect to how your organization complies with the specified provisions in the Code. If any of your organization’s practices do not comply with the provisions in the Code, please explain in the space provided the discrepancy or any potential issues.

2. COMPLIANCE WITH THE ALLIANCE MONITORING PROGRAM

The Alliance Monitoring Program is how the Alliance monitors an organization’s compliance with the Code. This section requires that you describe how your organization will operationalize participation in this program.

In addition, the Alliance requires your organization to provide the number of health professionals in your organization’s recruitment pipeline (referred to in our materials as “benchmarking data”). These data provide the Alliance with a starting point and frame of reference for assessing your full participation in the monitoring process.

References

Please provide names and contact information for two references – preferably recent institutional clients.

Contract Sample

Please provide a sample copy of the contract(s) that you ask foreign-educated health professionals to sign as part of the recruitment and/or employment process.

Submission Options

Please submit your application and the required documents to staff@cgfnsalliance.org.

Any questions can be addressed to Kaley Cook at kcook@cgfns.org or to Mukul Bakhshi at (215) 243-5825 or mbakhshi@cgfns.org. The goal of this effort is to ensure knowledge of and substantive compliance with the Code, which was developed by the Alliance's multi-stakeholder Board of Governors comprised of employers, recruiters, nurse representative organizations, and labor. The Alliance staff can work with your organization and its particular challenges.

A Note on the Code Structure:

The start of each section of the Code contains a general duty clause (e.g., to follow federal and state laws, to communicate honestly and clearly, to contract fairly and in good faith). Following each of these general principles is a range of specific practices that illustrate the general duty. The statutes, policies, and practices listed are not intended to be exhaustive.

ELIGIBILITY

Please answer the following questions to confirm your eligibility for Alliance Certification. If you are not able to answer 'yes' to the following questions, please contact staff@cgfnsalliance.org to discuss your agency further.

Do you recruit to the United States?

- Yes
- No

Have you been actively recruiting health care professionals in the past 3 years?

- Yes
- No

COMPLIANCE WITH THE CODE

Compliance with the Code: Overview

To be considered for certification, the Alliance requires the following information about and documentation of your organization's current practices and procedures with respect to key provisions of the Code. Please complete the following application and provide the requested explanation or backup documentation.

Please check one the following:

- Our firm is compliant with all sections of the Alliance Health Care Code.
- Our firm is compliant with some sections of the Alliance Health Care Code. We have questions/concerns about the following and would like to discuss further with an Alliance team member:

Contact Information:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Email: _____

Website: _____

If you have any questions about the completion of this application, please contact staff@cgfnsalliance.org.

Section A: Migrant 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.

Employers and recruiters shall inform FEHPs of their rights, including, but not limited to, those listed below.

For each of the following provisions, please describe and/or provide backup documentation indicating how your organization complies with the requirement. If there is an applicable provision in the agreement, please cite the provision.

- 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.**
- 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.**
- 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.**

Employers and recruiters shall also inform FEHPs of their responsibilities, including, but not limited to, those listed [in the Code](#).

Please attach a copy of your Employee Handbook.

Please provide any other information or documentation that furthers the Alliance’s understanding of your organization’s compliance with the Migrant Rights and Responsibilities provisions in the Code.

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.

Please describe and/or provide backup documentation indicating how your organization complies with the following provisions in the Code. If there is an applicable provision in the agreement, please cite the provision:

- Certified recruiters and employers are accountable for ensuring ethical conduct throughout the entire process, even if using a subcontractor or if responsibilities are otherwise shared.**
- All employment agreements should incorporate all rights, duties, and obligations of the parties and describe in detail the nature of the offered employment.** Please provide a copy of your organization’s standard employment agreement and cite the applicable provisions in the agreement.

- All employment agreements should have a period to cure any material or non-material breach, for both parties.** Please cite the applicable provision(s) in the agreement:

- Material changes to the nature of the offered employment or to the agreement should be in writing and mutually agreeable.** Please describe how this requirement is disclosed to the FEHP. If there is an applicable provision in the agreement, please cite the provision:

Please provide any other information or documentation that furthers the Alliance’s understanding of your organization’s compliance with the Recruiter and Employer Accountability provisions in the Code:

Section C: Freedom from Discrimination and Retaliation

FEHPs shall have the right to a recruitment and employment experience free of discrimination and retaliation.

Please describe and/or provide backup documentation indicating how your organization complies with the following provisions in the Code. If there is an applicable provision in the agreement, please cite the provision.

- Inform the FEHP of the prevailing wage (PW) requirements and explain which PW level will be used and why.** Please indicate how you determine appropriate PW requirements (e.g., DoL

labor certification, state law, collective bargaining agreement).

- Once in the United States, the FEHP must be paid in accordance with the contract even if there is a delay in assignment.**

Please provide any other information or documentation that furthers the Alliance’s understanding of your organization’s compliance with the Freedom from Discrimination and Retaliation provisions in the Code:

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.

Please describe and/or provide backup documentation indicating how your organization complies with the following provisions in the Code. If there is an applicable provision in the agreement, please cite the provision.

- Provide a copy of the Code to the FEHP when a contract is provided to the FEHP.**
- Ensure all employment agreements contain an optional thirty (30) day open offer to allow the recruit time to seek counsel and advice.** Please cite the applicable provision(s) in the agreement:

- Ensure all employment agreements contain at least a seven (7) day rescission period.** Please cite the applicable provision(s) in the agreement:

- In recruitment advertising, clearly and specifically indicate the occupational level for which healthcare professional applicants are sought and include the minimum qualifications required for each of those occupational levels.** Attach a copy of two examples of recruiting material:

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- Provide FEHP with any and 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.**
 - Identify the geographic location of the future worksite at the time of recruitment**

Please provide any other information or documentation that furthers the Alliance’s understanding of your organization’s compliance with the Right to Know provisions in the Code:

Section E: Right to Receive a Contract with Fair Terms and Give Informed Consent

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

Please describe and/or provide backup documentation indicating how your organization complies with the following provisions in the Code. If there is an applicable provision in the agreement, please cite the provision.

- Provide a copy of the fully executed employment contract to the FEHP applicant.**
- Provide a clear explanation of any contract changes and secure the FEHP’s written consent whenever modifying an executed contract.**
- Secure written consent from the FEHP applicant to sell or transfer their contract to another agency or employer.**
- Charge no fees to the FEHP for recruitment services.**
- Include clear identification of financial responsibilities of all parties in contracts among the FEHP, recruiter, and employer.**

Please provide any other information or documentation that furthers the Alliance’s understanding of your organization’s compliance with the Right to Receive a Contract with Fair Terms and Give Informed Consent provisions in the Code:

Section F: 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.

Please describe and/or provide backup documentation indicating how your organization complies with the following provisions in the Code. If there is an applicable provision in the agreement, please cite the provision.

- Employers and recruiters shall permit the termination of contracts by the FEHP 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.** Please describe your policy here:

- 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 circumstances where they are appropriate.** Please describe how breach fees are calculated:

- In an effort to resolve issues as expeditiously as possible, employers or recruiters should establish internal administrative processes to facilitate review of disputes regarding an alleged breach of contract by either party.** Please describe how this is carried out and attach a copy of your grievance policy:

- Green cards, passports, certifications, permits, visas, or other official documents shall not be withheld from FEHP applicant or employee for any coercive purpose.**
- Non-compete clauses should be reasonable in time and scope, and should not restrict the FEHP's ability to earn a living in their occupation.** Please cite any restrictive covenants in your FEHP contract and describe how they are used:

Please provide any other information or documentation that furthers the Alliance's understanding of your organization's compliance with the Right to Move Freely Without Economic Coercion provisions in the Code:

Section G: Right to Access Justice

FEHPs shall have the right to access justice for abuse and discrimination suffered under U.S. work visa programs.

Please describe and/or provide backup documentation indicating how your organization complies with the following provisions in the Code. If there is an applicable provision in the agreement, please cite the provision.

- A FEHP who believes 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.**
- The FEHP shall have access to justice which may include mediation, non-jury trials, jury trials or arbitration if expressly stated and mutually agreed upon.** Please cite the applicable provision(s) in the agreement:

- Agreements with the FEHP shall not include gag orders and/or confidentiality clauses that limit a health professional'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.**

Please provide any other information or documentation that furthers the Alliance's understanding of your organization's compliance with the Right to Access Justice provisions in the Code.

Section H: Right to Freedom of Association and Collective Bargaining

FEHPs shall have the right to form and join unions and to bargain and advocate collectively to promote their rights and interests.

Please describe and/or provide backup documentation indicating how your organization complies with the following provision in the Code. If there is an applicable provision in the agreement, please cite the provision.

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

Please provide any other information or documentation that furthers the Alliance's understanding of your organization's compliance with the Right to Freedom of Association and Collective Bargaining provision in the Code.

Section I: Right to Receive Support for Clinical and Cultural Integration

FEHPs shall have the right to receive support as they transition to living and working in the U.S.

Please describe and/or provide backup documentation indicating how your organization complies with the following provisions in the Code. If there is an applicable provision in the agreement, please cite the provision.

- Ensure that the “basic needs” of the FEHP (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.** Please describe your policy here.

- provide or assist in the provision of clinical orientation to ensure appropriate delivery of care, particularly with regard to clinical practices and procedures that may not be familiar to FEHPs.** Please provide any non-proprietary, publicly available descriptions or curricula of orientation programs, if applicable.

- Provide or assist in the provision of sufficient training of FEHPs in cultural/linguistic matters relevant to the employment location.** Please provide any non-proprietary, publicly available descriptions or curricula of orientation programs.

Please provide any other information or documentation that furthers the Alliance’s understanding of your organization’s compliance with the Right to Receive Support for Clinical and Cultural Integration provisions in the Code.

Section J: Respect for Sending Countries

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.

Please describe and/or provide backup documentation indicating how your organization complies with the following provisions in the Code. If there is an applicable provision in the agreement, please cite the provision.

Certified firms are expected to do the following:

- 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 obligation and do not knowingly enable the FEHP to circumvent them without permission from the sending country.**

The Alliance seeks to promote recruitment that is conducted in a manner that helps to sustain, replenish, or improve the local health service of sending countries.

Certified firms should aspire to do some of the following:

- Avoid active overseas 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.** Examples of such countries can be found in the [WHO Health Workforce Support and Safeguards List](#).
- Establish relationships with the departments of human resources in local hospitals, so that the training and departure processes have and agreed upon time frame.**
- Pursue health facilities partnership agreements.**
- Match a portion of the remittances sent by recruited FEHP and channel the funds directly to a source country health care organization.**
- Offer FEHP periodic home leave to provide technical assistance to their home communities.**
- Establish scholarship funds in source country schools.**

Please describe your firm's relationship with source countries:

Please provide any other information or documentation that furthers the Alliance's understanding of your organization's compliance with the Respect for Sending Countries provisions in the Code.

COMPLIANCE WITH THE ALLIANCE MONITORING PROGRAM

Compliance with the Alliance Monitoring Program is demonstrated by ensuring that 100% of both newly recruited health professionals and health professionals in your recruitment pipeline are informed about the Alliance. Before certification is granted companies must:

- Provide the Alliance with the number of health professionals in your recruitment pipeline. This does not apply to any health professionals that signed contracts prior to 2016.
- Notify all health professionals in your recruitment pipeline via email that you have applied for Alliance Certification.

REQUIRED BENCHMARKING DATA

Total number of health professionals that have signed a contract, including those still based in their home country: _____*

Total number of your health professionals actively working under contract in U.S.: _____*

Total number of health professionals who pre-terminated active contracts in past year: _____*

How many were required to pay damages (e.g., breach fees)? _____*

Countries from which you are recruiting:

Current Number of Clients (Total): _____*

- Clients by facility type:
- Hospital _____
 - Long-term care _____
 - Other _____

REFERENCES

Please provide names and contact information for two references – preferably recent institutional clients.

Reference #1

_____ *

First Name _____ Last Name _____ *

_____ *

Position/Title _____

Organization _____

Mailing Address _____ Suite/Floor # _____

City _____ State _____ Zip _____

(____) ____ - _____ *

Phone Number _____ Email _____

Reference #2

_____ *

First Name _____ Last Name _____ *

_____ *

Position/Title _____

Organization _____

Mailing Address _____ Suite/Floor # _____

City _____ State _____ Zip _____

(____) ____ - _____ *

Phone Number _____ Email _____