



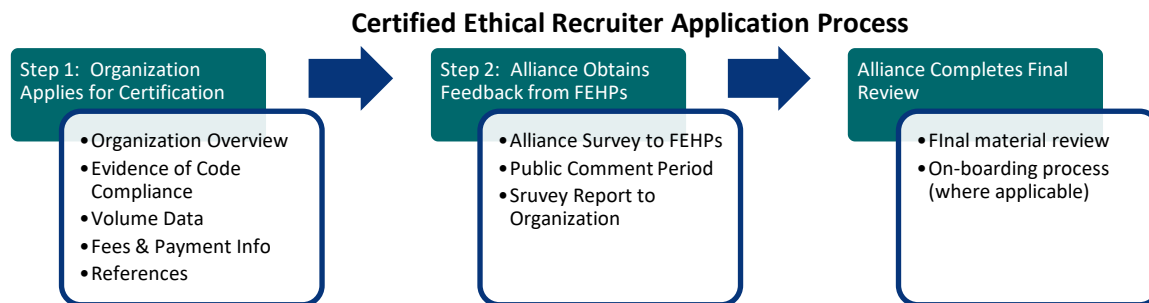
Alliance for **ETHICAL
INTERNATIONAL**
RECRUITMENT Practices
A division of CGFNS International, Inc.®

Alliance Certified Ethical Recruiter Application

All recruitment firms and entities that recruit foreign-educated health professionals to work in the United States are invited to apply for Alliance Certification. By applying for certification, a recruiter attests that they comply with all provisions of our [Health Care Code for Ethical International Recruitment and Employment Practices](#). The Alliance released the 4th edition of the Code in 2023 and is committed to regularly reviewing and updating the Code to best protect the rights of immigrant health care workers and to reflect current best practices in the international recruitment landscape.

The Alliance established its certification program in 2010 for organizations that recruit foreign-educated health professionals (FEHPs) in a fair, ethical, and transparent manner for employment in the United States, according to the principles set forth in the Alliance Code. Such organizations include temporary staffing firms, placement firms, and health care providers who directly hire internationally.

This Certified Ethical Recruiter (CER) Application sets forth the requirements for certification. Organizations interested in obtaining certification should complete and submit the application along with the specified supporting documentation for Alliance review. If approved, the organization will be Certified by the Alliance for a period of three years and will be authorized to use the Alliance's Certification Seal in its recruitment efforts.



To complete Step 1, organizations should submit the following information to staff@cgfnsalliance.org.

Part 1: Organization Information

Part 2: Evidence of Code Compliance (including required supplemental documents)

- Agreements and/or contracts the organization requires foreign-educated health professionals to sign as part of the recruitment, placement and/or employment process.
- Two (2) Examples of Recruiting Material
- Grievance Policy [for individuals being recruited or employed]
- Employee Handbook [for Staffing Agencies only]

Part 3: Organization Volume

Part 4: Fees & Payment Commitment

Part 5: References

For questions, please contact Janae Pringle at jpringle@cgfns.org

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PART 1: ORGANIZATION INFORMATION

Name:

Title:

Organization Name:

Former names of the organization:

Parent companies / Affiliated organizations:

Address:

Telephone:

Email:

Website:

My organization is a (*please check one or more*):

- ☐ Staffing Agency who recruits and employs FEHP to work in contracted healthcare facilities
- ☐ Recruiting Firm who sources FEHP for and employed by a healthcare provider
- ☐ Healthcare Provider who directly recruits and employs FEHP to work in our facilities
- ☐ Other (Describe):

Organization Eligibility

Does your organization recruit to the United States?

- ☐ Yes
- ☐ No

Has your organization been actively recruiting health care professionals for at least 1 year?

- ☐ Yes
- ☐ No

To be eligible for Certification, you must answer yes to both questions.

How did you hear about the Alliance?

- ☐ TruMerit (formerly CGFNS International) website / social media / advertising
- ☐ Alliance website / social media / advertising
- ☐ Another Certified Ethical Recruiter
- ☐ A webinar/presentation
- ☐ Other (Please specify):

2. EVIDENCE OF CODE COMPLIANCE

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.

My organization complies with the following provisions:

- ☐ 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.

Cite the applicable provision(s) in the agreement:

- ☐ 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.

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.

My organization complies with the following provisions:

Any information provided in the application process will remain confidential. The Alliance strictly protects any proprietary information disclosed by your organization.

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- ☐ **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.**

Describe how your organization monitors subcontractors' compliance with this provision in the code:

- ☐ [For Staffing Agency Only] **All employment agreements should incorporate all rights, duties, and obligations of the parties and describe in detail the nature of the offered employment.**

Provide a copy of your organization's standard employment agreement. Cite the applicable provision(s) in the agreement here:

- ☐ [For Staffing Agency Only] **All employment agreements should have a period to cure any material or non-material breach, for both parties.**

Cite the applicable provision(s) in the agreement:

- ☐ [For Staffing Agency Only] **Material changes to the nature of the offered employment or to the agreement should be in writing and mutually agreeable.**

Describe how this requirement is disclosed to the FEHP. If there is an applicable provision in the agreement, 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.

My organization complies with the following provisions:

- ☐ **Inform the FEHP of the prevailing wage (PW) requirements and explain which PW level will be used and why.**

Indicate how you determine appropriate PW requirements (e.g., DoL labor certification, state law, collective bargaining agreement):

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- ☐ [For Staffing Agency Only] **Once in the United States, the FEHP must be paid in accordance with the contract even if there is a delay in assignment.**

Cite the applicable contract provision or provide an explanation as to why the contract does not have this provision:

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.

My organization complies with the following provisions:

- ☐ **Provide a copy of the Code to the FEHP when a contract is provided to the FEHP.**
- ☐ [For Staffing Agency Only] **Ensure all employment agreements contain an optional thirty (30) day open offer to allow the recruit time to seek counsel and advice.**

Cite the applicable provision(s) in the agreement:

- ☐ [For Staffing Agency Only] **Ensure all employment agreements contain at least a seven (7) day rescission period.**

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.**

Submit two examples of recruiting material for the application:

- ☐ **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. 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, or the FEHP's**

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acknowledgement and consent that the location is unknown, must be specified in writing prior to the FEHP's travel to the United States.

Describe this process:

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.

My organization complies with the following provisions:

- ☐ 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.

My organization complies with the following provisions:

- ☐ **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.**

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.**

Cite the applicable contractual agreement:

- ☐ **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.**

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.**

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:

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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.

My organization complies with the following provisions:

- ☐ 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.

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.

My organization complies with the following provisions:

- ☐ 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.

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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.

My organization complies with the following provisions:

- ☐ **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.**

Describe your policy here:

- ☐ **Encourage and facilitate health care providers to 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.**

Provide any non-proprietary, publicly available curricula or descriptions 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.**

Provide any non-proprietary, publicly available curricula or descriptions of orientation programs, if applicable:

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 check if your organization does 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 obligations and do not knowingly enable the FEHP to circumvent them without permission from the sending country.**

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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.

Please check if your organization does 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 an agreed upon time frame.
- ☐ Pursue partnership agreements with health facilities
- ☐ 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.

Organization Assessment of Compliance with Code

- ☐ 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:

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3. VOLUME DATA

Please provide volume information for foreign-educated health professionals.

	2024 CY Volume for FEHPs
Total number of health professionals that have signed a contract, including those still based in their home country	
Total number of health professionals actively working under contract in the U.S.	
Total number of health professionals who pre-terminated active contracts	
Of the number of health professionals who pre-terminated active contracts, how many were required to pay damages (e.g., breach fees)?	
Current Number of Clients	
Hospital	
Long-Term Care	
Other	
Total	
Countries from which you are recruiting:	

4. FEES & PAYMENT COMMITMENT

The Alliance certification year is October 1 – September 30. Fees will be prorated based on the date of the initial Certification. Fees are charged annually throughout the three-year certification period. The Application Fee and Annual Certification Fee (if Certified) are due upon completion of the application process.

The following Fee Schedule is for Staffing Agencies (SA) and Recruiting Firms (RF) only. Healthcare providers who hire FEHPs directly, should contact the Alliance at staff@cgfnsalliance.org to discuss fees.

2024-2025 Fee Schedule			
Category	Staffing Agency & Recruiting Firm	Application Fee	Annual Certification Fee
SA or RF 1	Less than \$1M revenue**	\$200	\$1,250
SA or RF 2	\$1M to \$5M revenue**	\$300	\$2,500
SA or RF 3	\$5M to \$10M revenue**	\$400	\$4,500
SA or RF 4	\$10M to \$25M revenue**	\$500	\$6,800
SA or RF 5	Over \$25M revenue**	\$750	\$9,300

**Revenue based on the "international" generated revenue for FEHP's seeking placement in the United States.

Based on our organization's revenue, our Category is:

Our organization agrees to pay the CGFNS invoice within 30 days of receipt:

- ☐ Yes
☐ No

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5. REFERENCES

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

Reference #1

Name	
Title	
Organization	
Email	
Phone #	

Reference #2

Name	
Title	
Organization	
Email	
Phone #	