



Interpreter Agreement with the Office of Refugee Resettlement

As an interpreter providing direct interpretation or translation services for Unaccompanied Children (UC) or Unaccompanied Afghan Minors (UAM) in the care and custody of the Office of Refugee Resettlement (ORR), you must abide by certain policy requirements. This form contains information on the background check requirements, code of conduct agreement, and the non-disclosure agreement, to which you agree to adhere by signing this agreement. Signing this agreement is a requirement prior to working with UC or UAM.

This Agreement is accompanied by **ORR Field Guidance 22** and applies to interpreters working directly with standard/licensed ORR care provider programs, Influx Care Facilities, Emergency Intake Sites, and temporary processing sites and Safe Havens for Afghan Humanitarian Parolees. Interpreters with third-party service providers do not need to complete this agreement. Third-party service providers include:

- Legal Service Providers (LSPs) and attorneys of record;
- Child Advocates;
- Protection and Advocacy (P&A) Organizations; and
- Medical and mental health professionals who provide services on site to UC or UAM but who are not employed directly by the care provider.

Third-party service providers are responsible for verifying the background checks of their own interpreters, in accordance with **UC Policy Guide Section 4.3.3 Employee Background Investigations**. Interpreters with third-party service providers are required to abide by the ORR Code of Conduct, in accordance with **UC Policy Guide Section 4.3.5 Staff Code of Conduct**.

Background Check Requirements

As an interpreter at any ORR care provider facility, temporary processing site, or Safe Haven (i.e., military installation housing Afghan refugees), you may not be alone with UC or UAM unsupervised. This means any time you are interacting with UC or UAM, other staff who have cleared background checks according to **UC Policy Guide Section 4.3.3** must be providing line of sight and sound supervision to the UC or UAM. You must complete the following background checks according to **UC Policy Guide Section 4.3.3** before having unsupervised access to UC or UAM:

- A Federal Bureau of Investigations (FBI) fingerprint check of national and state criminal history repositories; and

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- A Child Abuse and Neglect (CA/N) check for each state in which you resided within the United States in the last five years.

Updates to the above background checks must be completed at a minimum of every five years from your start date with your current employer or last background investigation update. ORR may require updated background investigations more frequently as necessary.

If you are working onsite at an ORR Emergency Intake Site (EIS) or at an ORR standard/licensed care provider, you must complete the required background checks described at **UC Policy Guide Section 4.3.3** before beginning to work with children.

If you are an interpreter with Operation Allies Welcome serving at a temporary processing site (e.g., an airport), or a Safe Haven (i.e., military installation housing Afghan evacuees), and have not undergone these background checks, you may be permitted to work with UAM without having completed these checks but are not allowed to be alone with UAM unsupervised. If you have undergone these background checks as part of employment with your current employer, you may provide the results of these background checks to ORR to fulfill the background check requirements. If you are providing virtual interpretation services, you do not need to complete ORR required background checks.

Code of Conduct Agreement

As an interpreter who will have direct access to or communication with children (UC or UAM) in person, you must follow ORR's Code of Conduct as described at **UC Policy Guide Section 4.3.5 Staff Code of Conduct**:

1. I will not engage in any form of sexual abuse, sexual harassment, inappropriate sexual behavior, physical abuse, verbal/emotional abuse, neglect (including medical/non-medical neglect), or Code of Conduct violations described in this section of the UC Policy Guide (see also **UC Policy Guide Sections 4.1 Definitions** and **5.5.4 Abuse Review Team**, as well as the **Guide to Terms** for additional definitions).
2. I will not engage in sexual contact with anyone while on duty or while acting in the official capacity of my position.
3. I will not engage in or permit discriminatory treatment or harassment of anyone—especially children—for any reason, including but not limited to, on the basis of their actual or perceived race, national origin, language, religion, gender identity, gender expression, sexual orientation, disability, or any other characteristic.

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4. I will not utilize punitive or corporal punishment or negative reinforcement for unwanted behavior from children, nor will I use threats of such punishment.
5. I will not attempt to change or discourage a child's actual or perceived sexual orientation, gender identity, or gender expression.
6. I will not under any circumstances perform any type of restraint or seclusion on a child. I understand that only trained care provider staff can perform a restraint or seclusion in accordance with ORR policy guidance.
7. I will not have contact with any children outside of the care provider facility beyond that necessary to carry out job duties while the child is in ORR care, nor following the child's discharge before the child turns 21 years old, unless for the purpose of providing support to the child following discharge, such as assistance accessing relevant resources/services, answering questions about their case, or providing interpretation assistance. In such an instance, the contact should be made utilizing the case manager or clinician's work phone or work computer and NOT through personal phone numbers, personal emails, or social media.
8. I will confine my interactions and/or relationships with children, families, and sponsors to those activities which fall within the scope of my job duties. Requests for exceptions, or notifications for possible conflicts of interest, must be submitted in writing to and approved by the ORR Project Officer or Federal Field Specialist.
9. I will not live with or engage in any relationship, including romantic or sexual, with children or sponsors while the child is in ORR care, nor at any point following the child's discharge until the former unaccompanied child turns 21 years old. Requests for exceptions or notifications for possible conflicts of interest related to cohabitation (i.e., where an interpreter is a confirmed relative of the child or sponsor) must be submitted in writing to, and approved by, the ORR Project Officer and Federal Field Specialist. If I have a pre-existing relationship with a child, their family, or their sponsor that pre-dates the child's referral to ORR care and custody, I will disclose that fact to the care provider.
10. I will report knowledge, suspicion, or information about sexual abuse, sexual harassment, inappropriate sexual behavior, or any other form of abuse or neglect according to mandatory reporting laws, Federal laws and regulations, and ORR policies and procedures.
11. I will not threaten children with incident reporting or behavioral notes to regulate their behavior or for any other reason.

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12. I will not threaten children with legal, immigration, sponsor unification, or asylum case consequences to regulate their behavior or for any other reason.
13. If I have knowledge or information of a staff violating this Code of Conduct, I must report this knowledge or information to the ORR site lead.
14. I have a continuing affirmative duty to disclose any misconduct I witness that occurs on or off duty to the appropriate care provider contact.
15. I have a continuing affirmative duty to self-disclose my misconduct that occurs on or off duty, such as an arrest.
16. I may not attempt, or express an intent, to violate any part of this Code of Conduct.
17. I will not exchange letters, gifts, pictures, personal phone numbers, personal e-mail addresses, or social media information with children, their family, or their sponsor while the child is in ORR care, nor at any point post-release until the former unaccompanied child is 21 years old. Requests for exceptions must be submitted in writing to, and approved by, care provider management. Appropriate requests for exceptions include, but are not limited to, craft items or pictures made during recreation time with children or parting gifts from children upon release from ORR care.

I understand if I am discovered to have violated items 1-16 of this Code of Conduct agreement, I will be immediately terminated from working with unaccompanied children or unaccompanied Afghan minors. I understand that if I am discovered to have violated item 17 of this Code of Conduct agreement, I may be terminated, suspended, placed on probation, and/or required to undergo additional training. The violation of this agreement will be reported to my hiring agency, and where appropriate reported to state or federal authorities.

Non-Disclosure Agreement

While assisting ORR with interpretation and/or translation to assist with the provision of case management or other services you must agree to abide by ORR's confidentiality rules and rules of professional conduct for interpreters, as follows:

1. I shall respect all confidences received in the course of interpretation or translation and shall keep all information gained in the course of my professional duties strictly confidential.
2. I shall not discuss, report, publish, or comment upon a matter or case in which I serve as an interpreter hereby. This includes emailing, blogging, tweeting, and posting on a website, Facebook, and other print, electronic, and social media.

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3. I shall not offer an opinion to anyone regarding the anticipated outcome of a case or any other matter in which I serve as an interpreter hereby.
4. I will only preform interpreter or translation services and will not perform case management or offer opinions on case management to children, families, or to ORR staff.
5. I shall not disclose any communication that is privileged by law without the prior written consent or authorization by the parties to the communication, or pursuant to court order (e.g., protected health information communicated during a clinical session).
6. I shall not make statements adverse to the positions of the client(s) (including children, family members, or sponsors) or to ORR, or which put at issue the confidentiality of any information and/or discussions I become privy to during the course of my interpretation or translation services.
7. I shall render to the best of my ability a complete and accurate interpretation without altering or omitting anything that is stated by ORR staff or by the children or families for whom I am interpreting.
8. I shall be unbiased and shall refrain from conduct that may give an appearance of bias.
9. I shall disclose any real or perceived conflict of interest and shall not take personal advantage, financial or otherwise, of information obtained in the course of my work.
10. I shall immediately communicate any reservations about my ability to successfully complete the assignment and shall decline any assignment I believe to be beyond my technical knowledge or linguistic ability.
11. I shall immediately report any impediment to my ability to interpret/translate accurately and completely. Examples of possible impediments include my inability to keep up with the rate of speech of the speaker, my inability to hear, interpreter fatigue, and the use of terminology or phrases with which I am not familiar.

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Certification

Please check the appropriate box, if you are signing on behalf of yourself as an individual interpreter, or on behalf of an interpreter company.¹

For individual interpreters: I certify that I have read through the requirements of this agreement and agree to abide by the provisions stated above.

For interpreter companies: I certify that I have read through the requirements of this agreement and that my employees will agree to abide by the provisions stated above. I understand that I am responsible for communicating and holding my employees to the provisions of this agreement.

Interpreter or Interpreter Company Signature

Date

Interpreter or Interpreter Company Name

¹ In accordance with Field Guidance 22, the representative of an interpretation company may sign this agreement on behalf of its interpreters.