



Volunteer Agreement with the Office of Refugee Resettlement

As a volunteer providing support 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 ORR policy requirements. This form contains information on the background check requirements, a code of conduct agreement, and a non-disclosure agreement, to which you agree to adhere to by signing this agreement. Signing this agreement is a requirement *prior* to working with UC or UAM, whether in-person or virtually.

This Agreement is accompanied by **ORR Field Guidance 23** and applies to volunteers working directly (in-person, or virtual) with standard/licensed ORR care provider programs, Influx Care Facilities, Emergency Intakes Sites, and temporary processing sites and Safe Havens for Afghan Humanitarian Parolees. Volunteers 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 volunteers, in accordance with **UC Policy Guide Section 4.3.3 Employee Background Investigations**. Volunteers 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 a volunteer 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 that 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 required 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

Volunteer Agreement with the Office of Refugee Resettlement

Office of Refugee Resettlement

- 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 as a volunteer or last background investigation update. ORR may require updated background investigations more frequently, as necessary.

If you are volunteering onsite at an ORR Emergency Intake Site (EIS), Influx Care Facility (ICF) 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 volunteer directly with children.

If you are a volunteer 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 volunteering with your volunteer organization, you may provide the results of these background checks to ORR to fulfill the background check requirements.

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.
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.

Volunteer Agreement with the Office of Refugee Resettlement

Office of Refugee Resettlement

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 and answering questions about their case. 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 a volunteer 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.
12. I will not threaten children with legal, immigration, sponsor unification, or asylum case consequences to regulate their behavior or for any other reason.

Volunteer Agreement with the Office of Refugee Resettlement

Office of Refugee Resettlement

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 own 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 the provision of case management or other services as a volunteer you must agree to abide by ORR's confidentiality rules and rules of professional conduct, as follows:

1. I shall respect all confidences received in the course of volunteering and shall keep all information gained in the course of my 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.
3. I shall not offer an opinion to anyone regarding the anticipated outcome of a case or any other matter in which I assisted, as a volunteer.

Volunteer Agreement with the Office of Refugee Resettlement

Office of Refugee Resettlement

4. I will only perform the volunteer tasks that I have been delegated by program or ORR staff 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). If I have questions about restrictions on the disclosure of privileged communication, I will ask program staff for guidance.
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 in the course of my volunteer work with the UC Program.
7. I shall be unbiased and shall refrain from conduct that may give an appearance of bias.
8. 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 volunteer work.
9. 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 ability.

Volunteer Agreement with the Office of Refugee Resettlement

Office of Refugee Resettlement

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

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

For volunteer organizations: I verify that I have read through the requirements of this agreement and that the volunteers affiliated with my organization will agree to abide by the provisions stated above. I understand that I am responsible for communicating and holding the volunteers affiliated with my organization to the provisions of this agreement.

Volunteer Signature
or Volunteer Organization Representative

Date

Volunteer Name
or Volunteer Organization Representative

¹ In accordance with Field Guidance 23, the representative of a volunteer organization may sign this agreement on behalf of its volunteers.