



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 **ORR 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 **ORR 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 ORR 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 **ORR Policy Guide Section 4.3.3** before having unsupervised access to UC or UAM:

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- A Federal Bureau of Investigations (FBI) fingerprint check of national and state criminal history repositories; and
- 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 **ORR 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 a volunteer who will have direct access to or communication with children (UC or UAM) in person, you must follow ORR's Code of Conduct as outlined in **ORR Policy Guide Section 4.3.5 Staff Code of Conduct**:

1. I will not engage in any form of sexual abuse or sexual harassment, as defined at **ORR Policy Guide Section 4.1 Definitions**.
2. I will not verbally or physically abuse any child in ORR care.
3. I will not engage in sexual contact with anyone while on duty or while acting in the official capacity of my position.
4. I will not exchange letters, gifts, pictures, phone numbers, e-mail addresses, or social media information with any child in ORR care or within three years of the child's discharge. Requests for exceptions must be submitted in writing to and approved by care provider management.
5. I may 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 or within three years of the child's

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discharge. Requests for exceptions must be submitted in writing to and approved by care provider management.

6. I will confine my relationships with children's families and sponsors to those activities which fall within the scope of my job duties. Requests for exceptions must be submitted in writing to and approved by care provider management.
7. I will not engage in a romantic or sexual relationship with a child while the child is in ORR care or within three years of the child's discharge.
8. I will not live with a child within three years of the child's discharge.
9. I will report knowledge, suspicion, or information about sexual abuse, sexual harassment, or inappropriate sexual behavior according to mandatory reporting laws, Federal laws and regulations, and ORR policies and procedures.
10. 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.
11. I have a continuing affirmative duty to disclose any misconduct of which I am aware that occurs on or off duty.

I understand if I am discovered to have violated this Code of Conduct agreement, I will be immediately terminated from volunteering with UC or UAM. The violation of this agreement will be reported to my volunteer agency and, where appropriate, 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.

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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.

Certification

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.

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

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Volunteer Signature
or Volunteer Organization Representative

Date

Volunteer Name
or Volunteer Organization Representative