# MEMORANDUM OF UNDERSTANDING
# BETWEEN THE PEACE CORPS AND THE PEACE CORPS INSPECTOR GENERAL

## Section I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish the mutual understanding between the Peace Corps and the Peace Corps Office of Inspector General (OIG) regarding the implementation of certain provisions in the Kate Puzey Peace Corps Volunteer Protection Act of 2011 (the Kate Puzey Act) and the performance by the Peace Corps and OIG of their respective responsibilities under the Kate Puzey Act and other federal laws, including the Inspector General Act of 1978, as amended (IG Act).

## Section II. Responsibilities and Authorities

(a) Under Section 6(a)(1) of the IG Act, OIG has access to all records, reports, audits, reviews, documents, papers, recommendations, or other material available to the Peace Corps that relate to agency programs and operations.

(b) The Kate Puzey Act amended the Peace Corps Act to require the Peace Corps to adopt a comprehensive sexual assault policy, including a system for the restricted reporting of sexual assaults. Under Sections 8A(f)(2) and 8B(a)(1) of the Peace Corps Act as amended by the Kate Puzey Act, the restricted reporting system developed by the Peace Corps must allow "a volunteer who is sexually assaulted to confidentially disclose the details of his or her assault to specified individuals and receive the services outlined in section 8B(c) [of the Peace Corps Act] without dissemination of his or her personally identifying information except as necessary for provision of such services, and without automatically triggering an official investigative process."

(c) Section 8A(f)(2) establishes exceptions to the prohibition on dissemination of personally identifying information (PII) of a Volunteer who elects restricted reporting. Under the exceptions enumerated under the statute, disclosure of PII of the Volunteer who has elected restricted reporting is authorized to the following persons or organizations when disclosure would be for the following reasons:

(i) Peace Corps staff or law enforcement when authorized by the Volunteer in writing;

(ii) Peace Corps staff or law enforcement to prevent or lessen a serious or imminent threat to the health or safety of the Volunteer or another person;

(iii) SARLS, victim advocates or healthcare providers when required for the provision of victim services;

(iv) State and Federal courts when ordered, or if disclosure is required by Federal or State statute.

(d) The Peace Corps and OIG disagree on the impact of the Kate Puzey Act on the obligation of the Peace Corps to provide OIG with access to all agency records under the IG Act and, specifically, on whether the Peace Corps is required to provide OIG with full access to records relating to restricted reports, including PII of the Volunteer who made the restricted report and details of the sexual assault. They have also been unable to agree on the interpretation of the term "personally identifying information" as defined in Section 8A(f)(1) of the Peace Corps Act as amended by the Kate Puzey Act. Nevertheless, the Peace Corps and OIG have agreed to move forward with a practical solution that allows each of them to maintain their legal position while allowing OIG to perform its work pending resolution of the legal disagreements.

(e) In addition to the roles and responsibilities enumerated in the IG Act, the Peace Corps Act as amended by the Kate Puzey Act provides the following:

- Section 8A(e)(1)[1] mandates that Volunteer applicants be provided with the contact information of the Inspector General for the purposes of reporting sexual assault mismanagement or any other mismanagement, misconduct, wrongdoing, or violations of law or policy whenever it involves a Peace Corps employee, volunteer, contractor, or outside party that receives funds from the Peace Corps.

- Section 8E(d)(1)(A) requires a biennial report to specified committees of Congress through September of 2018 of reports received from volunteers related to misconduct, mismanagement, or policy violations of Peace Corps staff, any breaches of the confidentiality of the volunteers, and any actions taken to assure the safety of Volunteers who provide such reports.

- Section 8E(d)(1)(B) requires a report, not later than two years and five years after date of the enactment of this section, evaluating the effectiveness and implementation of the sexual assault risk-reduction and response training developed under 8A and the sexual assault policy developed under 8B, including a case review of a statistically significant number of cases.

- Section 8E(d)(1)(C) requires OIG to report on how Peace Corps representatives are hired, terminated, how Peace Corps representatives hire staff, including an assessment of implementation of performance plans that incorporate volunteer surveys.

- Section 8E(d)(2) requires that when conducting audits and evaluations of Peace Corps programs overseas, OIG notify the Director of the Peace Corps about the results of such evaluations, including concerns the Inspector General has noted, if any, about the performance of Peace Corps representatives, for appropriate action

**Section III. Distribution of Information**

The Peace Corps is committed to providing OIG with the information it needs to carry out its oversight obligations under the Kate Puzey Act and the IG Act. OIG is committed to respecting

[1] This mandate is part of the Sexual Assault Risk Reduction and Response Training requirements.

the restricted reporting system established pursuant to the Kate Puzey Act, including the choices of Volunteers regarding restricted and standard reports and the requirement that a restricted report not automatically trigger an official investigative process. Accordingly, it is understood as follows:

**A. Access to information related to Restricted Reports.** On request by OIG, the Peace Corps will provide OIG with access to all information related to restricted reports of sexual assault other than the PII of the victim who made the restricted report and explicit details of the sexual assault.

**B. Development of Case Management System.** The Peace Corps is currently developing a case management system for tracking sexual assault cases. The Peace Corps will work with OIG to ensure that the case management system is designed so as to enable OIG to identify and track all records related to a case, and will enable OIG to meet its oversight obligations, without having to access the PII of the Volunteer who made the restricted report. The Peace Corps undertakes to implement such a case management system prior to OIG undertaking the case reviews mandated by the Kate Puzey Act, which are currently expected to commence early 2015. Until such system is in place, Peace Corps will ensure that all documents generated relating to a Volunteer who filed a restricted report will contain an identifier, for example CIRS number ordate of birth, that can be used by OIG to identify and track all records related to a case without disclosing the identity of that Volunteer.

**C. Redaction of PII and explicit details of a sexual assault.** Before the Peace Corps provides OIG with records related to restricted reports, OVA will redact any PII of the Volunteer who made the restricted reports, along with explicit details of the sexual assault. For the purposes of this MOU, "explicit details of the sexual assault" means details of the actual sexual assault incident that are graphic, titillating or salacious and would add little value to the oversight process. If OIG disagrees with the extent of the redactions of explicit details of the sexual assault, OVA will work with OIG to meet OIG's need for effective oversight to the extent possible taking into consideration the privacy interests of the Volunteer.

**D. Contacting Volunteers.** If OIG wishes to contact the Volunteer who filed a restricted report, except as provided in Section IV(d) below, OIG will notify OVA and request that OVA seek the consent of the Volunteer. OVA will work with OIG on the nature of the communication to the Volunteer. OIG will not contact a Volunteer who filed a restricted report with regards to his or her report in the absence of such consent.

**E. Definition of PII.** Based on the further understandings set out in Section IV below, the Peace Corps and OIG agree that, for purposes of this Section III, PII will consist of the first and last name, home or other physical address, contact information (including a postal, email or IP address or telephone or facsimile number) and social security number of the Volunteer. OIG will conduct its oversight in such a manner so as not to disclose information concerning the restricted report to non-Designated Staff.

## Section IV. Further Understandings

**A. Confidentiality.** Peace Corps staff and OIG will ensure that, regardless of whether information is reported as part of a standard or restricted report, all information provided by Volunteers and whistleblowers will be treated with the utmost discretion and confidentiality consistent with appropriate handling of such information and applicable law.

**B. Investigations**

(1) Both Peace Corps and OIG respect restricted reporting and will not initiate investigations of restricted reports unless and until the restricted report is converted into a standard report. Furthermore, Peace Corps staff (other than Designated Staff) and OIG will not attempt to use information from a restricted report to discover the identity or location of the Volunteer who made the restricted report.

(2) Notwithstanding (1) above:

(a) OIG may initiate an investigation of the incident that is the subject of a restricted report if it independently receives information about the incident from a source other than the Volunteer who made the restricted report. If OIG independently obtains the name of the Volunteer without using information from the restricted report, OIG shall contact OVA to determine whether the Volunteer filed a restricted report. If a restricted report has been filed, OVA shall contact the Volunteer to inform the Volunteer that OIG has received independent information about the incident and determine whether the Volunteer would like to be contacted by OIG and whether Designated Staff may release PII or the explicit details about the incident to OIG. OIG will respect the Volunteer's choice regarding contact and the release of such information.

(b) A Volunteer may at any time report concerns or allegations regarding mismanagement of the sexual assault incident to OIG without the restricted report being converted into a standard report. OIG may initiate and carry out a review of such concerns or allegations and shall, with the written consent of the Volunteer, have full access to information related to the restricted report.

(c) A Volunteer who elects restricted reporting may at any time request that OIG investigate the sexual assault incident. In that case, except as provided in (b) above, the restricted report will be converted into a standard report in accordance with the IPS 3-13 *Procedures for Responding to Sexual Assault* and the restrictions contained in sub-paragraph (1) above will no longer apply.

(d) **Whistleblowers.** Anyone may at any time report to OIG concerns or allegations regarding mismanagement of a sexual assault incident without violating the Kate Puzey Act or Peace Corps policy. No Peace Corps staff member will take or threaten to take any action against the person reporting such a concern or allegation to OIG as a reprisal for doing so unless that person reported the concern or allegation to OIG with the knowledge that it was false or with willful disregard for its truth or falsity. OIG may use the information

provided to initiate a review into the handling of the Volunteer's case. If necessary, OIG will contact Designated Staff to obtain additional information needed to review the allegation in accordance with the MOU. OIG shall, with the written consent of the Volunteer have full access to information related to the restricted report to complete its review. If OIG needs to contact the Volunteer, it will contact Designated Staff to obtain the Volunteer's consent. OIG will take measures to protect the identity of the person who reported the concern or allegation and the Volunteer who is the victim of sexual assault, and will not investigate the underlying sexual assault incident.

**C. Custody of SAFE Kits**

(1) If, under the IPS 3-13 *Procedures for Responding to Sexual Assault,* a Volunteer has been given a sexual assault forensic exam (SAFE) in accordance with U.S. law, OIG will act as custodian for the SAFE kit. The SAFE kit will be sent directly to OIG from the Peace Corps Medical Officer (PCMO) who conducted the SAFE. OIG will handle the SAFE kit in accordance with the procedures set out in Annex VIII to the IPS 3-13 *Procedures for Responding to Sexual Assault.*

(2) In the case of a restricted report, the SAFE kit will be identified only by a unique alphanumeric identifier. OIG will not open the SAFE kit or process any of the evidence contained in the SAFE kit unless OIG has been notified that the restricted report has been converted into a standard report and the Volunteer has given written consent to processing of the evidence contained in the SAFE kit.

**Section V. Termination**

This MOU can be terminated by either party upon written notice to the other party.

The undersigned are in agreement with the understandings contained in this MOU.

Carolyn Hessler Radelet — Date 5-22-14
Peace Corps Acting Director

Kathy A. Sullivan — Date 5/22/14
Peace Corps Inspector General