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Description of document:	Peace Corps Office of Inspector General (OIG) reports of substantiated investigations closed in 2015 and 2016
Requested date:	01-February-2017
Release date:	10-August-2023
Posted date:	29-January-2024
Source of document:	FOIA Request FOIA Officer Peace Corps Inspector General 1275 First Street NE Washington, DC 20526 Email: <u>FOIA@peacecorpsoig.gov</u> FOIA Submission Portal (PAL)

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# PEACE CORPS OFFICE OF INSPECTOR GENERAL

August 10, 2023

This letter is in response to your request for information under the provisions of the Freedom of Information Act (FOIA), 5 U.S.C. §552, received by our office on February 1, 2017, for:

"A copy of the final report, report of investigation, closing report, closing memo, referral memo or other conclusive document associated with each of the investigations closed during CY 2015 and CY 2016."

Our records indicate that on January 23, 2023, you agreed to narrow down your request to:

"Substantiated investigations only."

On January 26, 2023, you agreed to further narrow down your request to:

" the case summary which would include the findings"

A search of records located 77 pages that fell within your request. This letter is in response to that request, which was assigned 17-007.

A principal function of the Office of Inspector General (OIG) is the enforcement of criminal laws, and to the extent that releasing the requested records would subject third parties, investigators, and witnesses to an unwarranted invasion of personal privacy, information is being withheld in accordance with 5 U.S.C. 552 (b)(6) and (b)(7)(C) to protect the named individuals and identifying information about named individuals. In addition to these exemptions, certain information was withheld pursuant to exemption (b)(5), which protects inter-agency or intra-agency communications that fall under the deliberative process privilege. With respect to the responsive records for this particular request, the deliberative process pertains to summaries of what witnesses told investigators, or excerpts of intra or inter-agency emails. The application of the (b)(5) deliberative process redactions to these portions of the responsive records serves a recognized purpose of FOIA exemption (b)(5): to protect against

#### Peace Corps Office of Inspector General



public confusion that might result from disclosure of reasons and rationales that were not in fact ultimately the grounds for an agency's actions.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. *See* 5 U.S.C. 552(c) (2006 & Supp. IV 2010). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

Your request is now closed in our office. If you are not satisfied with the response to this request, you may administratively appeal by writing to the Inspector General, Office of Inspector General, Peace Corps, 1275 First Street, NE, Washington, DC 20526. Your appeal must be postmarked within 90 days of the date of the response to your request. Peace Corps OIG is exercising maximum telework flexibility per OMB guidance. Appeals submitted by mail or fax may not be processed until staff physically returns to the office. We are asking that any appeal be submitted via email to FOIA@peacecorpsoig.gov. Your appeal must include the FOIA request number in the body of your message, and a statement explaining the reason for your appeal. Clearly mark "FOIA Appeal" on the email subject line, along with the assigned FOIA case number. Your appeal must be electronically submitted within 90 days of the date of response to your request.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

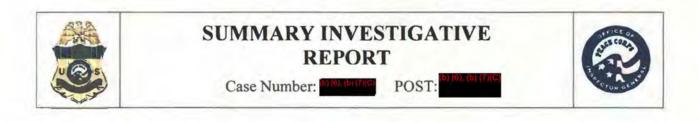
Respectfully,

Belen Carriedo

Belen Carriedo FOIA Officer Peace Corps Office of Inspector General

#### Peace Corps Office of Inspector General

Paul D. Coverdell Peace Corps Headquarters · 1275 First Street, NE, Washington, DC 20526 · 202.692.2900 · FOIA@peacecorpsoig.gov



# ALLEGATION

APPLICABLE LAW, REGULATION OR POLICY

18 U.S.C. § 2241 – Aggravated Sexual Abuse Interim Policy Statement (IPS) 1-12 – Volunteer/Trainee Sexual Misconduct

# INVESTIGATIVE ACTIVITIES

During a recorded and transcribed interview, PCV **DIGNOUTE** described how **Was** forcibly raped by PCV **DIGNOUTE** in the guest bedroom of the residence assigned to PCV **DIGNOUTE** PCV **DIGNOUTE** provided additional details to the U.S. Department of Justice (DOJ) (Exhibits 3-4).

(b) (6), (b) (7)(C)	
PCV (B) (6) (6) (6) (6) (6) (6) (6) (6) (6) (6	<b>b) (7)(C)</b> from post on the day of OIG's interview of avoid aving (b) (6). (b) (7)(C) aving (b) (6). (c) (7)(C)
FINDINGS	
b) (6). (b) (7)(C) has retained counse	the essential elements of 18 USC 2241; however, (6) (6) (7)(C) DOJ declined prosecution. PCV el (through Peace Corps) to determine if prosecution in
Date:	stigative support is required.

Peace Corps Office of Inspector General



# **REPORT OF INVESTIGATION**

Allegation of Volunteer on Volunteer Sexual Assault at Peace Corps(b) (6), (b) (7)(C)



RESTRICTED USE - PRIVACY ACT MATERIAL - INVESTIGATIVE REPORT FOR OFFICIAL USE ONLY EXTERNAL RELEASE WITHOUT INSPECTOR GENERAL APPROVAL IS NOT AUTHORIZED

# SYNOPSIS

The investigation determined that on(b) (6). (b) (7)(C) PCV and and PCV (b) (6). (b) (7)(C) (PCV that and PCV (b) (6). (b) (7)(C) (PCV that a case of beer. After playing a drinking game with the other Volunteers, (b) (6). (b) (7)(C) are returned to the second time to acquire another case of beer. PCV that reported that PCV that sexually assaulted while they were walking home from their second trip to the seco

PCV reported that PCV reported that PCV (PCV (PCV (PCV)) assaulted reported that pCV (PCV (PCV)) assaulted reported that pCV (PCV (PCV)) and the provided reported that PCV (PCV) and the provided reported that PCV (PCV) and the provided reported that PCV (PCV) (PCV

PCV stated that was (1)(6), (b)(7)(C) on the evening of (b) (5), (b) (7)(C) and did not remember what happened between PCV

Witness testimony corroborates the degree to which PCV was (b) (b) (b) (7)(C) Three of the Volunteers OIG interviewed reported that, when PCVs and returned from their second trip to the PCV was (b) (6), (c) (7)(C) and PCV was upset.

This matter was not referred to the U.S. Department of Justice (DOJ) for criminal prosecution, as it did not occur within the "special maritime and territorial jurisdiction of the United States."

# **RELEVANT LAW, REGULATION, OR AGENCY POLICY**

#### Peace Corps Interim Policy Statement 1-12 Volunteer/Trainee Sexual Misconduct states:

<sup>1</sup> Under IPS 3-13 section 4.4. *Responding to Sexual Assault* and related procedures designated staff may disclose restricted information to Peace Corps staff or law enforcement if necessary to prevent or lessen a serious or imminent threat. Conversion to a standard report in this case refers to the administrative process utilized by the agency to determine that a serious or imminent threat to the Volunteers or others exists that cannot be adequately prevented or lessened by designated staff or by theVolunteer.



# SYNPOSIS

	Volunteer (b) (6), (b) (7)(0		orted that PCV
PCV PCV	sexually assaulted(b) (6), (	b) (7)(C)	of PCV
PCV WIND	while a group of Volunteers	was sitting outside of a	youth hostel near
o) (6), (b) (7	OIG inter	viewed PCV (b) (6), (b	) (7)(C) , who
provided a writt	en statement indicating that	ad pushed PCV	ead into PCV
"lap/groin."			And the second se

Under IPS 1-12, Procedures for Handling Complaints of Volunteer/Trainee Sexual Misconduct, Section 4.2, if the accused has admitted to the essential elements of sexual misconduct, the country director (CD) may take appropriate disciplinary or other action without the need to refer the complaint to the Region's hearing panel. By email dated (b) (6), (b) (7)(C) Peace Corps (100 00700) Country Director (b) (6), (b) (7)(C) (CD (100 00700)) notified the OIG that (100 00700) intended to discipline PCV (100 00700) for this incident by issuing a behavior memo. As such, no further investigative support is required.

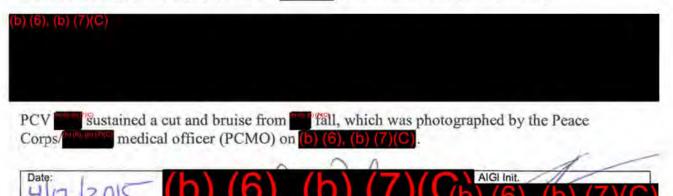
#### NARRATIVE

#### Allegation

On(b) (6), (b) (7)(C) the Peace Corps Office of Inspector General (OIG) was advised that PCV reported that PCV sexually assaulted by shoving the fead into the groin of PCV while a group of Volunteers was sitting outside of a youth hostel near (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

#### Investigative Activities

On **b**) (0), (b) (7)(C), OIG telephonically interviewed PCV where the provided a signed statement at the conclusion of the interview. PCV where the statement included the following,



Findings

Based on OIG's findings, CD monormal decided to discipline PCV for this incident by issuing a behavior memo. As such, no further investigative support is required.



# SYNPOSIS

Between the Peace Corps Office of Inspector General (OIG) received four reports of sexual harassment by Peace Corps Volunteer(**b**) (**b**) (**b**) (**c**) (**c**) against the reporting Volunteers.<sup>1</sup> In anticipation of the reports, PCV memory submitted a report that one of the victims had sexually harassed **1**.<sup>10</sup> During the course of the investigation, OIG identified additional individuals that had been sexually harassed by PCV memory On(**b**) (**b**) (**7**)(**C**) PC/ Country Director (**b**) (**b**) (**7**)(**C**) directed PCV memory to cease all further communication with other Volunteers pending the resolution of the OIG investigation.

The OIG investigation identified at least seven Volunteers that had been sexually harassed by PCV Many other Volunteers were witness to these events or had heard of them. During an OIG interview, PCV admited to communicating in such a way that others could reasonably perceive it as harassing; however, told OIG that was not aware that (5) (6), (b) communications offended others at the time they were made. PCV interview denied using or growing marijuana and using Ecstasy <sup>3</sup> despite telling some Volunteers otherwise.

PCV resigned following the interview. Under IPS 1-12, Procedures for Handling Complaints of Volunteer/Trainee Sexual Misconduct, section 4.7, sexual misconduct complaints shall be considered to be closed if the accused Volunteer resigns. As such, no further investigative support is required.

## NARRATIVE

#### Allegation

Between (b) (6), (b) (7)(C) (C), OIG received four reports of sexual harassment by PCV (b) (6), (b) (7)(C), each alleging a different incident.

#### Investigative Activities

(6), (b) (7)(C)

OIG identified multiple Volunteers who were the recipient of communications from PCV that were sexually explicit and often harassing in nature. Many of these communications

<sup>1</sup> See Consolidated Incident Reporting System (CIRS) reports

#### b) (6), (b) (7)(C)<sup>2</sup> See CIRS# (b) (6), (b) (7)(C)

<sup>3</sup> Ecstasy is a slang name for the chemical substance methylenedioxy methamphetamine, or MDMA, that combines a powerful stimulant with a hallucinogen. MDMA is chemically similar to the synthetic stimulant methamphetamine.

Date o) (6), (b) (7)(C) AIGI In 8 14/15

occurred after PCV was directly told by the other Volunteer that they were not interested in physical contact or a sexual relationship. Numerous other Volunteers were witnesses to these events or were otherwise aware of them (Exhibits 1-12).

Out of concern that PCV would attempt to influence potential witness, CD would gave PCV would a direct written order not to contact other Volunteers, and that violation of this order was grounds for administrative separation. Within one week, PCV would contacted eight different Volunteers on 11 occasions without management permission to do so (Exhibits 13-14).

The OIG investigation identified at least seven Volunteers that had been sexually harassed by PCV **Control** During an OIG interview, PCV **Control** admitted to communicating in such a way that others could reasonably perceive it as harassing; however, **Control** told OIG that **Control** was not aware that **Communications** offended others at the time they were made. During the course of the in investigation, OIG also developed information related to PCV **Control** use or manufacture of marijuana, or **Control** use of Ecstasy. PCV **Control** denied using drugs or growing marijuana despite telling some Volunteers otherwise (Exhibit 14).

#### Findings

OIG was able to substantiate several aspects of the allegation. On (b) (b) (7)(C) PCV informed CD informed CD intention to resign. No further investigative support is required.

#### EXHIBIT LIST

Exhibit 1	Memorandum of Interview or Activity (MOI), (b) (6), (b) (7)(C)
Exhibit 2	MOI, (b) (6), (b) (7)(C)
Exhibit 3	MOI, (b) (6), (b) (7)(C)
Exhibit 4	MOI, (b) (6), (b) (7)(C)
Exhibit 5	MOI, (b) (6), (b) (7)(C)
Exhibit 6	MOI, (b) (6), (b) (7)(C)
Exhibit 7	MOI, (b) (6), (b) (7)(C)
Exhibit 8	MOI, (b) (6), (b) (7)(C)
Exhibit 9	MOI, (b) (6), (b) (7)(C)
Exhibit 10	MOI, (b) (6), (b) (7)(C)
Exhibit 11	MOI, (b) (6), (b) (7)(C)
Exhibit 12	MOI, (b) (6), (b) (7)(C)
Exhibit 13	Text message (b) (6), (b) (7)(C)
Exhibit 14	MOI, (b) (6), (b) (7)(C)



# SUMMARY INVESTIGATIVE REPORT Case Number (116), (0117/C) POST: (0) (6), (b) (7) (C)



# SYNPOSIS

On (b) (6), (b) (7)(C), Peace Corps Safety and Security Officer (b) (6), (b) (7)(C) advised Peace Corps Office of Inspector General (OIG) of an allegation of a sexual assault involving PC/monomic Country Director (b) (6) (0) (7)(C) said (b) (6), (b) (7)(C) said (b) (6) (7)(C) said (c) (7)(

OIG interviewed the (b) (6), (b) (7)(C) who alleged to have been sexually assaulted by CD and and (b) (6), (b) (7)(C) hereinafter identified by their confidential source (CS) identifiers "and "do to confidential source" and "do to confidential source (CS) identifiers "and "do to confidential source (CS) identifiers "and "do to confidential source (CS) identifiers" and "do to confidential source (CS) identifiers "and "do to confidential source" and "do to confidential source (CS) identifiers "and "do to confidential source" and "do to confidential source (CS) identifiers "and "do to confidential source" and "do to confidential source (CS) identifiers "and "do to confidential source" and "do to confidential source (CS) identifiers "and "do to confidential source" and "do to confident

## NARRATIVE

## Allegation

## Investigative Activities

OIG interviewed the victim (b) = (

to practice language skills. During their final meeting CD who was intoxicated, groped and then apologized for actions.

The last meeting between **b** (6). (b) (7)(C), and CD **b** took place at a café named **(b)** (7)(C) said CD **b** was intoxicated during this meeting, slurring **b** speech and walking unbalanced. They stated that they sat at a corner booth, with CD **b** positioned to the left of **b** (6). (b) (7)(C) positioned to **b** fight. They said CD **b** was explaining English vocabulary related to fruit. They said CD **b** referenced the word "melon" and raised **b** (6). (b) (7)(C) into the air. **b** was avay after a moment, and then referred to another fruit (unspecified). **b** said CD **b** was at a corner booth. (b) (6). (b) (7)(C) into the air. **b** was avay after a moment, and then referred to another fruit (unspecified). **b** was and CD **b** was at a corner booth. (b) (6). (b) (7)(C) into the air. **b** was avay after a moment, and then referred to another fruit (unspecified). **b** was and CD **b** was at a corner booth. (b) (6). (b) (7)(C) into the air. **b** was avay after a moment, and then referred to another fruit (unspecified). **b** was and CD **b** was at a corner booth. (b) (6). (b) (7)(C) into the air of than placed a single hand forcefully on **b** crotch. (b) (6). (b) (7)(C) each expressed immediate shock by CD **b** was actions. They stood and left the café without speaking further to CD **b** was and construction of the café and apologized.

The sexual assault was not reported to Peace Corps until recently, as neither the victim nor witness were aware of CD and affiliation with Peace Corps. and a side of recognized CD (b) (6), (b) (7)(C)

was introduced as the head of Peace Corps in the second of the events of the barren of

CD **best of the second of the stated meeting (b) (6), (b) (7)(C)** met the **browned of the stated reason for the state of the** 

CD was said they always met in a café. Whenever they meet, the was drank coffee or juice, and drank coffee or beer. CD was said a purchased vocabulary book for was CD was compared that in response to learning that the was celebrating a birthday in the near future, CD was stated that would take them both to was celebrating a birthday in the near future, CD was surprised to learn that (b) (6), (b) (7)(C) did not think was joking. Said was did not recall inviting the (b)(6) (b)(7)(C) over to home, as they claimed. They did not accept the invitation.

CD recalled if last meeting with (b) (6), (b) (7)(C). The said if did not believe that if was intoxicated, but it was possible. If fecalled sitting next to recall and across from interest, but it was possible. If fecalled sitting next to recall the and across from interest, but it was contact with and if apologized, but if could not recall to OIG the portion of thand that contacted interest in nor could contaction the body part(s) of interest that if contacted. When asked by OIG interest to uched (b) (6), (b) (7)(C) is said it was possible, but that if did not recall.

#### Findings

OIG was able to substantiate several aspects of the allegation. CD was removed from position in the substantiate several aspects of the allegation. No further investigative support is required.



#### SYNPOSIS

It was alleged that PCV **Constitute** "slapped" two **(b)** (6) (7)(**C)** on the **Constitute** at a restaurant/ bar hosting a social event for the conference attendees. This allegation was reported to PC/**Constitute** Program Manager (**b**) (6), (b) (7)(**C**) (PM (**b**) (6), (b) (7)(**C**) by two HCN **Constitute** counterparts assigned to PCV **Constitute** one of whom was the victim. **(b**) (6) (b) (7)(**C**) told OIG that PCV **Constitute** "groped" the **Constitute** of one of **(C)** HCN counterparts. PCV **Constitute** admitted to becoming very intoxicated at the social event, and giving one HCN **Constitute** a provocative "lap dance." PCV **Constitute** denied that **(b)** (c) (c) (c) (c) (c) (c) (c) (c) at the social event. OIG was unable to identify a Volunteer that witnessed PCV **(c) (c)** alleged misconduct.

During OIG's investigation, PCV resigned on or about (b) (6), (b) (7)(C), as a result of involvement in another incident. All investigation activities ceased and no further investigative support is required.

#### NARRATIVE

#### Allegation

Date:

4/15/16

AIGI Init.

<sup>1</sup> See OIG Case Number the anti-<sup>2</sup> See OIG Case Number the additional details related to this allegation.

#### **Investigative Activities**

told OIG that was present at the restaurant/bar during the early evening. PCV said HCNs were dancing in a circle around the dancefloor when PCV placed a chair in the middle of the circle, dragged one of PCV (and partice) counterparts (a (b) (6), (b) (7)(C) into the circle in the chair. PCV the store then performed a "lap dance," by grinding and sat into face, taking off shirt, and unfastening pants. said left shortly the thereafter, and did not see PCV we move touch a HCN on the (b) (6), (b) (7)(C) The following day, met briefly with two of counterparts, who reported that PCV "is a very bad "They reluctantly explained to PCV "the that after PCV left the social PCV was walking around the bar slapping (b) (6), (b) (7)(C) and Both HCNs were horrified by PCV menerous conduct. PCV reported the incident to a Peace Corps Medical Officer (PCMO), and with permission, reported the incident to PC/ Deputy for Programming and Training (07(6), (0)(7) (DPT (Exhibit 2).

OIG interviewed the two other Volunteers present at the restaurant/bar where the alleged sexual assault occurred. Both PCV(b)(6)(b)(7)(C) and PCV(b)(6)(b)(7)(C) stated that they did not see PCV methods to uch a HCN on the (b)(6)(b)(7)(C) nor did anyone tell them that PCV methods had done so (Exhibits 4-5). Two other Volunteers had peripheral knowledge of the incident. PCV(b)(6)(b)(7)(C) attended the conference, but not the social event. PCV methods and PCV(b)(6)(b)(7)(C) stayed at methods at the conference. Neither PCV methods and PCV(b)(6)(0)(7)(C) heard reports that PCV methods at the conference. Neither PCV methods at the social event (Exhibits 6-7).

PCV admitted to becoming very intoxicated at the social event, and giving one HCN a provocative "lap dance," PCV deputed denied that touched any deputed on the (b) (6), (b) (7)(C) at the social event (Exhibit 8).

During OIG's investigation, PCV resigned on or about (b) (6), (b) (7)(C), as a result of involvement in another incident. As such the HCN victims were not interviewed (Exhibit 9).

Findings

All OIG investigative activities ceased upon the resignation of PCV **Encounted** No further investigative support is required.

EXHIBIT LIST

Exhibit 1	Email Message (b) (6), (b) (7)(C)	
Exhibit 2	Memorandum of Interview or Activity (MOI), (b) (6), (b) (7)(C)	



# ALLEGATION

## APPLICABLE LAW, REGULATION OR POLICY

## 18 USC § 2241. Aggravated sexual abuse

(a) By Force or Threat.— Whoever, in the special maritime and territorial jurisdiction of the United States ... knowingly causes another person to engage in a sexual act—
(1) by using force against that other person... or attempts to do so, shall be fined under this title, imprisoned for any term of years or life, or both.

#### 18 USC § 2242. Sexual Abuse

Whoever, in the special maritime and territorial jurisdiction of the United States... knowingly... (2) engages in a sexual act with another person if that other person is— (A) incapable of appraising the nature of the conduct... or attempts to do so, shall be fined under this title and imprisoned for any term of years or for life.

# Pcace Corps Manual section, "Interim Policy Statement 1-12 Volunteer/Trainee Sexual Misconduct" Subsections 4.0 Sexual Misconduct Policy and 3.0 Definitions states in part:

Sexual Misconduct by a V/T violates Peace Corps policy. A V/T who is found to have engaged in Sexual Misconduct may be subject to disciplinary action up to and including administrative separation.

a) "Effective Consent" means words or actions that show a knowing and voluntary agreement to engage in mutually agreed-upon activity. Effective Consent cannot be gained by Force, by ignoring or acting in spite of the objections of another (unless those objections have been knowingly and voluntarily withdrawn) or by taking advantage of the Incapacitation of another if the accused knows, or a sober, reasonable person in position of the accused should have known, of such Incapacitation....

(c) "Incapacitation" and "Incapacitated" mean the physical or mental inability to make informed, rational judgments. States of Incapacitation include, without limitation, sleep and blackouts. If alcohol or drug use is involved, a person does not have to be intoxicated or drunk to be considered Incapacitated. Rather, Incapacitation is determined by how the alcohol or drug consumed impacts a person's decision-making capacity, awareness of consequences and ability to make informed judgments. Because Incapacitation may be difficult to discern, Volunteers and Trainees are strongly encouraged, when in doubt, to assume that another person is Incapacitated and therefore unable to give Effective Consent. Being intoxicated, drunk or under the influence of drugs is not a defense to a complaint of Sexual Misconduct under this policy.

Date: 6/28/2016	DIG Init
	71
	U

d) "Non-Consensual Sexual Activity" means (i) any penetration or attempted penetration of the vagina or anus by a penis, tongue, finger or inanimate object that occurs without Effective Consent, or (ii) any contact between the mouth of one person and the genitals or anus of another person that occurs without Effective Consent.

(h) "Sexual Misconduct" means Non-Consensual Sexual Activity, Non-Consensual Sexual Contact, Sexual Exploitation, Sexual Harassment or Stalking.

#### Peace Corps Manual Section 204, "Volunteer Conduct" Subsection 3.5.1 states:

A V/T found to be involved with drugs in a manner not authorized for medical purposes, in any way in any country, will be administratively separated immediately and encouraged to return to PC/W for consultation.

#### INVESTIGATIVE ACTIVITIES

Interview of RPCV

On (b) (6), (b) (7)(C), RPCV (b) t the (b) (6), (b) (7)(C) information set forth below.	contacted OIG and alleged that PCV (b) (b) (7)(C) raped to a contacted OIG and alleged that PCV (b) (c) (c) (c) (c) raped to a contacted of the contacted of th
PCV (b) (6), (b) (7)(C)	
CV (b) (6), (b) (7)(C)	RPCV (b) (6), (b) (7)(C)
RPCV(b) (6), (b) (7)(C) PCV (b) (6	) 6), (b) (7)(C)
(6), (b) (7)(C)	

PCV (b) (6), (b) (7)(C)	PCV (b) (6), (b) (7)(C)
-------------------------	-------------------------

PCV (b) (6), (b) (7)(C)

called RPC		v sent PCV	(b) (6), (b) (7)(	C)	CV The states
(b) (6), (b)	(7)(C), RPC	CV (b) (6), (b) (7)(C) RP(	CV (b) (6). (b) (	7)(C)	
• Re	view of the contract	Messages	s (7,905)		
On (b) (6), ( and PCV on (b) (b) (b) (c) (b) (6), (b)		viewed a screensho the incident. (Exl (7)(C)			RPCV amessag
• Re	view of <mark>(b) (6). (</mark>	b) (7)(C)			
Corps/(b) (c Contractin	g Officer (b) (6) (1	eceived a lease via ibit 3) The one-yea	ar lease, with four fithe United Stat	r option years, sig	ned by
(b) (6), (b) Corps as a	(7)(C)	ng located at(b) (6) According to the C)	e lease, the prop	erty was to be use	d by the Peace
Tet.	erview of PCV				

Review of Long Text Message



Review of (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) OIG and ARSO visited the (b) (6), (b) (7)(C) and photographed the facility and (b) (c) (7)(C) (Exhibit 6) OIG also reviewed the guard logs, a copy of which had also been sent to OIG by CD (also reviewed the disclosed that RPCV (also entered the facility at (b) (7)(C)). The logs disclosed that PVC (also and ten other Volunteers entered the facility at (b) (7)(C) (c) (b) (7)(C). The logs disclosed that PVC (c) (c) (c) (c) (c) (c) (c).

Interviews of Volunteers



None of the Volunteers recalled hearing or observing anything unusual at the (b) (b) (c) (7)(C) on the night (b) (6), (b) (7)(C)

Interview of Security Guard (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) OIG and ARSO interviewed Security Guard (b) (6), (b) (7)(C) (SG and an of the security for the security for the security of the securit

Continuation of Interview of PCV

b) (6), (b) (7)(C)		

Second Telephonic Interview of RPCV

(6), (b	a) (7)(C)			
	Second Continuation of	of Interview of PCV	ar anna	

Resignation of PCV

(b) (6), (b) (7)(C)	

#### FINDINGS

The investigation disclosed that on (b) (b) (7)(c), while on the **boundary** of the (b) (c) (7)(c), a U.S. Government-leased facility, RPCV **boundary** verbally told PCV **boundary** that **boundary** did not want to

have sex. The Volunteers smoked marijuana. PCV there is then had sexual intercourse with RPCV sector acknowledged that RPCV was "baked" was "baked" was "buzzed" at the time. PCV states stated that RPCV sector nonverbally indicated consent to sexual activity.

Because use of marijuana is a violation of Peace Corps policy, PCV resigned from Peace Corps service in lieu of administrative separation.

On (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) U.S. Department of Justice, Human Rights and Special Prosecutions, declined to prosecute, (b) (5)

#### EXHIBIT LIST

Exhibit 1	Memorandum of Interview or Activity (MOI/MOA), (b) (6), (b) (7)(C)
Exhibit 2	MOA (b) (6), (b) (7)(C)
Exhibit 3	MOA.(b) (6), (b) (7)(C)
Exhibit 4	MOI, (b) (6), (b) (7)(C)
Exhibit 5	MOI, (b) (6), (b) (7)(C)
Exhibit 6	MOA(b) (6), (b) (7)(C)
Exhibit 7	MOI, (b) (6), (b) (7)(C)
Exhibit 8	MOI, (b) (6), (b) (7)(C)
Exhibit 9	MOI, (b) (6), (b) (7)(C)
Exhibit 10	MOI, (b) (6), (b) (7)(C)
Exhibit 11	MOI, (b) (6), (b) (7)(C)
Exhibit 12	$MOI_{1}(b)(6),(b)(7)(C)$
Exhibit 13	MOI, (b) (6), (b) (7)(C)
Exhibit 14	MOI, (b) (6), (b) (7)(C)



# ALLEGATION

#### APPLICABLE LAW, REGULATION OR POLICY

Interim Policy Statement (IPS) 1-12 - Volunteer/Trainee Sexual Misconduct

## INVESTIGATIVE ACTIVITIES

During a recorded interview on (b) (6), (b) (7)(C) admitted that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) as alleged, both which occurred in (b) (6), (b) (7)(C). The acknowledged that PCV and address had to push address away on the second occasion, and that are briefly when (b) (6), (b) (7)(C) to leave the building. The fold OIG that while PCV are an expressed to be a complete rejection of (b) (6), (b) (7)(C). The pressed anger that PCV are accorded and the pressed anger that PCV are appressed anger that 

PCV resigned in lieu of administrative separation on (b) (6), (b) (7)(C) (Exhibit 4).

## FINDINGS

PCV and the admitted to all the essential elements of conduct in violation of IPS 1-12. (0)(6), (0)(7)(6) that (0)(6), (b)(7)(C) should not constitute a violation of policy, and (b) (6), (b) (7)(C) no regret regarding (b) (6), (b) (7)(C) or (0)(6), (b) (7)(C) on PCV (0)(6)(6)(7)(C) resigned in lieu of administrative separation. No further investigative support is required.

#### EXHIBIT LIST

Exhibit 1	(b) (6), (b) (7)(C)	
Exhibit 2		
Exhibit 3		
Exhibit 4		
Date:	(b) (6), (b) (7)(C)	AIGI Init.
01-1		



# SUMMARY INVESTIGATIVE REPORT



Case Number: (b) (b) (b) (7)(C) POST:

#### SYNPOSIS

(b) (7)(C) OIG was notified that a Peace Corps Volunteer (PCV) in was On (b) (G) alleged to be involved in the distribution of a controlled substance. The allegation was received by a member of the term up that staff from a PCV who was closing her/his Peace Corps service. The PCV alleged that PCV's were using marijuana and hallucinogenic mushrooms (Exhibit 1).

# NARRATIVE

# Investigative Activities

Date:

2120115

On (b) (6), (b) (7)(C) Investigator (b) (6), (b) (7)(C) interviewed Returned Peace Corps Volunteer RPCV (RPCV about reference information provided to the provide use by Peace Corps Volunteers. RPCV stated that PCV (b) (6), (b) (7)(C) (PCV has provided mushrooms (free of charge) at PCV gatherings to other PCV's. RPCV advised that the mushrooms grow naturally on cow manure in The mushrooms have been described as "less potent" than mushrooms in the United States (Exhibit 2).

On (b) (6), (b) (7)(C)

Agen

PCV some was visited at site and was interviewed. The traveled to interview was conducted after PCV territories reviewed and signed PC OIG form 1502 (Request to provide information on a voluntary basis Garrity). Agent note: All interviews with PCV's mentioned in this report were conducted after the PCV reviewed and signed PC OIG form 1502. PCV admitted to using both marijuana and mushrooms on different occasions while in PCV for an unknown subject in PCV advised the mushrooms grow wild in the second PCV and advised provided both marijuana and mushrooms to other PCV's while (Exhibit 3).

PCV (b) (6) (b) (7)(C) (PCV (b) (6), (b) (7)(C) was interviewed at Peace Corps/(0) Agent note: All subsequent interviews of PCV's were conducted at Peace Corps/ PCV(b) (6) (6) (7)(C) advised investigators that used marijuana once while (Exhibit 4).

AIGI Init.

PCV (b) (6), (b) (7)(C) was interviewed and denied using any type of drugs while (Exhibit 5).

PCV (b) (6) (b) (7)(C) was interviewed and denied using any type of drugs while (Exhibit 6).

PCV (0) (5) (0) (7)(C) was interviewed and advised investigators that used marijuana and mushrooms while the serviced (Exhibit 7).

PCV (6), (6), (6), (7)(C) was interviewed and advised investigators that while used marijuana one time while (Exhibit 8).

PCV (b) (6), (b) (7)(C) was interviewed and advised investigators that mover used drugs while (Exhibit 9).

PCV (b) (6), (b) (7)(C) used was interviewed and advised investigators that used marijuana one time while the average (Exhibit 10).

PCV(b) (b) (7)(C) was interviewed and advised investigators that will used mushrooms one time while and used (Exhibit 12).

(b) (6), (b) (7)(C) was interviewed and advised investigators that used marijuana one time while maximum (Exhibit 13).

On (**b**) (**b**) (**7**)(**c**) Peace Corps Country Director (**b**) (**b**) (**b**) (**c**) advised that (**b**) (**c**) (**c**) Volunteers resigned as a result of this matter. The other **b** Volunteers (Agent note: **b**) (**c**) (**c** 

#### Findings

Exhibit 1 Exhibit 2 Exhibit 3 Exhibit 4 Exhibit 5 Exhibit 6 Exhibit 7 Exhibit 8 Exhibit 9 Exhibit 10 Exhibit 11

OIG was able to substantiate that one Volunteer distributed a controlled substance and **Volunteers** used some type of controlled substance. The **Volunteers** all resigned from their Peace Corps service. The other involved Volunteers were given another form of administrative discipline, but continued to serve as Volunteers. No further investigative support is required.

# (b) (6), (b) (7)(C)

#### EXHIBIT LIST



# SUMMARY INVESTIGATIVE REPORT

Case Number: (0) (6) (0) (7)(C) POST:



# SYNPOSIS

b) (6), (b) (7)(C) Peace Corps Volunteer (b) (6), (b) (7) On previously Peace Corps informed Director of Program & Training Officer (b) (6), (b) (7)(C), previously Peace Corps/(0)(6), (b) (7)(C) that a fellow PCV, (b) (6), (b) (7)(C) previously Peace Corps/ (6), (b) (7)(C) The Office of the Inspector General was in a sexual relationship with an underage (OIG) initially conducted an investigation in (b) (6), (b) During this investigation admitted to being in a relationship with a (D) and also provided information that PCV was in a relationship with a

OIG obtained confessions from both (a) to (a) (Exhibits 1 & 2) and (Exhibit 3) that they were both in sexual relationships with underage (b) (6), (b) (7)(C)a violation of the Prosecutorial Remedies and Other Tools to end the Exploitation of Children Today (PROTECT) Act.

The U.S. Department of Justice (DOJ) declined prosecution of

The DOJ initially declined prosecution of however upon discovery n and was working with children, DOJ again attempted to pursue possible prosecution that After extensive coordination's and investigative activities, DOJ once avenues from again declined prosecution of PCV (Exhibit 4).

# NARRATIVE

Allegation informed that what was in a sexual relationship with an On confessed to being in a sexual relationship with a underage was in a relationship with a (b) (b) and informed OIG that

Investigative Activities

(6) (b) (7)(C) after advisement of rights On provided a signed, sworn statement (attached) admitting to having sexual contact with a (b) (6), (b) (7)(C) (Exhibit 1). In addition (on the provided a written statement (attached) that stated (one was in a relationship with a (Exhibit 2). (6)(7)(C)(b)

after advisement of rights (b) (6), (b) (7)(C) provided a signed, sworn On statement (attached) admitting that had sexual intercourse with a (0) (6 (Exhibit 3).

Date: 3 SEP 2015	(b)	(6),	(b)	(7)(C)	

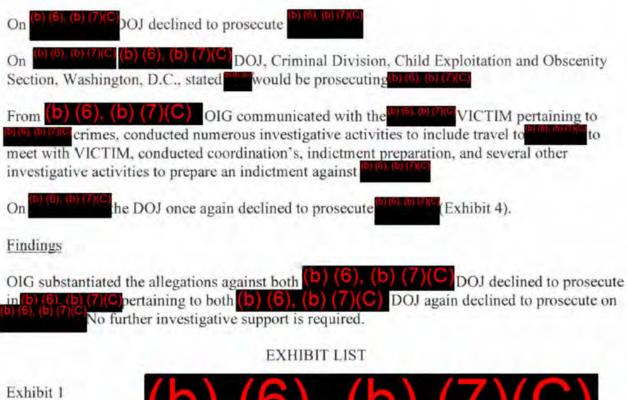


Exhibit 1 Exhibit 2 Exhibit 3 Exhibit 4



Peace Corps Office of Inspector General



# **REPORT OF INVESTIGATION**

Solicitation of Gifts By Program Manager at Peace Corps/(0)(6)(0)(7)(0)



RESTRICTED USE - PRIVACY ACT MATERIAL - INVESTIGATIVE REPORT FOR OFFICIAL USE ONLY EXTERNAL RELEASE WITHOUT INSPECTOR GENERAL APPROVAL IS NOT AUTHORIZED

# SYNOPSIS

During an interview conducted by OIG, PM **Distance** disclosed **the** had solicited and received gifts from numerous Peace Corps related entities in the course of performing **the** official duties. Additionally, **the** admitted to borrowing money from a Volunteer.

# **RELEVANT LAW, REGULATION, OR AGENCY POLICY**

#### Title 5, Code of Federal Regulations, Part 2635, Standards of Ethical Conduct for Employees of the Executive Branch

§ 2635.101 addresses the basic obligation of public service. It provides:

(14) Employees shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards set forth in this part. Whether particular circumstances create an appearance that the law or these standards have been violated shall be determined from the perspective of a reasonable person with knowledge of the relevant facts.

§ 2635,202 General standards.

(a) General prohibitions. Except as provided in this subpart, an employee shall not, directly or indirectly, solicit or accept a gift:

(1) From a prohibited source; or

(2) Given because of the employee's official position.

(c) Limitations on use of exceptions. Notwithstanding any exception provided in this subpart, other than §2635.204(j), an employee shall not:

(2) Solicit or coerce the offering of a gift;

§2635.702 addresses the use of public office for private gain. It provides:

An employee shall not use his public office for his own private gain, for the endorsement of any product, service or enterprise, or for the private gain of friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity, including nonprofit organizations of which the employee is an officer or member, and persons with whom the employee has or seeks employment or business relations. The specific prohibitions set forth in paragraphs (a) through (d) of this section apply this general standard, but are not intended to be exclusive or to limit the application of this section.

(a) Inducement or coercion of benefits. An employee shall not use or permit the use of his Government position or title or any authority associated with his public office in a manner that is intended to coerce or induce another person, including a subordinate, to provide any benefit, financial or otherwise, to himself or to friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity.

#### MS 743 - Procurement of Personal Services of Host Country Residents by Contract

Section 11.0, Standards of Conduct

Personal services contractors must adhere to the Standards of Ethical Conduct for Employees of the Executive Branch (Standards of Conduct) set forth at 5 CFR 2635. While personal services contractors are not employees of the Peace Corps and they do not supervise Peace Corps employees, the requirement for compliance with the Standards of Conduct must be included in all personal services contracts.

# **INVESTIGATIVE ACTIVITY**

On (b) (6), (b) (7)(C) OIG received an allegation from CD and that PM (b) (6), (b) (7)(C) solicited and received gratuities in the form of taro, a prized root crop, during a visit to (b) (6), (b) (7)(C) The information was originally reported to CD and the prize by a source of information.

#### Interview of Source of Information

The SOI also stated that PM (016) (010) (016) borrowed money from PCV (016) (0) (7)(C), (016) (010) (016), (017)(C), (017)(C),

Interview of PM (D) (6), (b) (7)(C)

On (b) (c) (C) OIG interviewed PM **Discourse** PM **Discourse** was advised of **the** rights and acknowledged that **the** understood rights by signing PC Form 1502, "Request to Provide Information on a Voluntary Basis (Garrity)." (See Exhibit 1)

from PCV (b) (c), (b) (7) (C) borrowed (b) (b) (7) (C) borrowed (approximately \$5 U.S. dollars) from PCV (b) (c), (b) (7) (C), Peace Corps/ acknowledged that requesting gifts while representing Peace Corps was wrong. In the statement acknowledged "...I now realize that I was soliciting goods on behalf of my position with Peace Corps." PM (b) (b) (7) (C) estimated that the total value of the gifts freceived while representing PC/ (b) (c) (7) (C) was approximately \$150-\$200 U.S. dollars over six years.

# SUMMARY OF FINDINGS

On (b) (6), (b) (7)(C) OIG received an allegation from CD and and that PM (b) (6), (b) (7)(C) solicited and received gratuities in the form of taro, a prized root crop.

Notwithstanding whether the staff member accepted gifts in violation of the Standards of Ethical Conduct for Employees of the Executive Branch, such rules strictly prohibit staff members from soliciting gifts.

An SOI told OIG that (b) (6), (b) (7)(G) asked for taro



During an interview conducted by OIG, (b) (6), (b) (7)(C) disclosed in had solicited and received gifts from numerous Peace Corps related entities in the course of performing from official duties, and borrowed money from a Volunteer.



Assistant Inspector General for Investigations

ath G. Suller

Kathy Buller Inspector General

Exhibit 1: Rights Advisement (Garrity)

Exhibit 2: Sworn Statement of PM



	SUMMARY INVESTIGATIVE REPORT	Ø
	Case Number: POST: POST: Core no 1765	

# SYNPOSIS

The United States Department of Justice declined to prosecute due to SUBJECT resigning in lieu of termination.

# NARRATIVE

## Allegation

## Investigative Activities

On SUBJECT. After advisement of rights (Garrity), SUBJECT provided a signed sworn statement (Exhibit 2) that essentially stated the following:

SUBJECT admitted to embezzling Peace Corps funds. SUBJECT had submitted a falsified receipt in order to receive money for eyeglasses that did not pay for (Exhibits 2-3). If used the Peace Corps money for personal needs then went back and later paid for the eyeglasses, although could not recall when had went back to the eyeglass shop. SUBJECT further admitted to stealing approximately \$200 in emergency use phone cards meant for warden kits for Peace Corps Volunteers to utilize in an emergency situation(s) (Exhibit 2, 3). SUBJECT further admitted to committing travel voucher fraud. Stated that would round up travel cost, as an example SUBJECT stated if transportation cost \$9 m would claim \$10 and that did this on a consistent basis (Exhibit 2).

Date: 6 Apr 2015 Agent Name/ Signature/s



In addition to the fraud SUBJECT admitted to driving official Peace Corps vehicles for approximately one year without a valid driver's license, a violation of Peace Corps policy (Exhibit 2). SUBJECT also admitted to providing transportation to non-Peace Corps employees, also a violation of Peace Corps

On (6) (6) (6) (7) (Change burner resigned in lieu of termination.

On **(b) (6), (b) (7)(C)**, Deputy Chief, Public Integrity Section, U.S. Department of Justice, Washington, D.C. declined to prosecute due to the SUBJECT resigning in lieu of termination.

# Findings

SUBJECT embezzled approximately \$500 in U.S. government funds. SUBJECT paid back approximately \$250 and was due to be charged the rest of the stolen money on closing contract costs. The Department of Justice declined to prosecute. No further investigative support for this matter is required.



SUMMARY INVESTIGATIVE REPORT	
Case Number: POST: POST:	and the second

## ALLEGATION

On (b) (6), (b) (7)(C) the Office of the Inspector General (OIG) was notified by Peace Corps/ Director for Management and Operations (b) (6), (b) (7)(C) (DMO (100,000)) that Skilled Maintenance Worker (b) (6), (b) (7)(C) (SMW (000,000)) submitted a voucher claiming that paid for local building repairs when (1) performed the work (100,000) and (2) when the contracted work was not complete (Exhibits 1-3).

## APPLICABLE LAW, REGULATION OR POLICY

18 USC § 1001 - Statements or entries generally 18 USC § 641 - Public money, property or records

# INVESTIGATIVE ACTIVITIES

- 1. Replacement of deadbolt lock at DMO residence for
- Replacement of deadbolt lock at DROPP residence for
- Planeing and repositioning of PCMO office door for and and
- Replacing of broken gutter at the main PC office entrance for

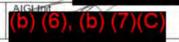
The work was scheduled to be completed on (b) (6), (b) (7)(C) On (b) (6), (b) (7)(C) SMW submitted a receipt # from (b) (6), (b) (7)(C) dated March 29, 2016, for example and SMW foremented signed on the receipt confirming all work had been completed. The cashier disbursed the money to SMW foremented as an interim advance to pay (b) (6), (b) (7)(C)

DMO **tracking** received the disbursement voucher for signature and was concerned about the validity as **the witnessed SMW the arrow** completing the installation of the deadbolt lock at the vendor residence. **The asked the GSM to contact the vendor to review the situation, and the vendor** confirmed that **the only completed items 2 and 3 as listed above. The further stated that item 1 was** completed by SMW **the arrow** and that **the was not able to complete item 4 because the parts were** not available. **The ported to the GSM that the was told by SMW the arrow** to submit the full invoice for all of the items totaling **the state only paid the state of the state of the full**.

SMW bird bird bird of C that on or before (b) (6), (b) (7)(C) was told to replace the deadbolt at the residence of DMO (b) (6), (b) (7)(C) did not complete this assignment before beginning (b) (6), (b) (7)(C) and included the Easter holiday (b) (6), (b) (7)(C)

Date

b) (6), (b) (7)(C)



SMW said went to DROPP residence to oversee the contractor.(b) (6), (b) (7)(C) replacement of the deadbolt. While there, SMW of (b) (6), (b) (7)(C) was informed by (b) (c) (c) (c) that the replacement cost would be instead of the (b) (6), (b) (7)(C) explained that the deadbolt provided by Peace Corps did agreed amount of not properly fit into the same door hole as the pre-existing deadbolt, so the new deadbolt would require a complete installation (rather than a more simple replacement of locks). As such, the cost would increase. SMW meaning said thought it was a good idea to renegotiate the existing contract rather than require post to issue a new contract. We said that since replaced the DMO's deadbolt saving the contractor work valued at the convinced the contractor to accept for installing the deadbolt at DROPP residence (versus the proposed). Because the contractor accepted the store. SMW for proce reasoned, the total contract price remained and did not require reissuance. SMW from the admitted to OIG that did not have the authority to negotiate contracts for PC, and noted that had done so before. SMW and also admitted that (b) (6), (b) (7)(C) received for a task that (0) (5), (b) (7) contractually agreed to perform for

SMW **biotentitie** denied that received any money from **(b) (6)**. **(b) (7)(C)** further stated that **(b) (c)** the full **biotentitie** received no money for repairing DMO **biotentitie** door (Exhibits 4-5).

The Department of Justice (DOJ) declined to prosecute the case. SMW received written counseling and was required to repay the entire contract cost of the second (or \$70 USD).

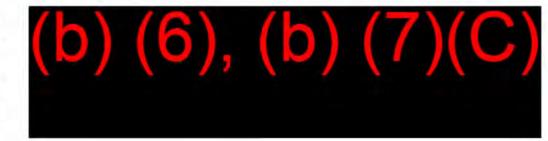
#### FINDINGS

SMW **the other** admitted to OIG that **the** failed to follow numerous government procurement rules, but denied receiving any personal benefit. **The** received written counseling and repaid the amount of the repair contract. No further investigative support is required.

#### EXHIBIT LIST

Exhibit 1 Exhibit 2

Exhibit 3 Exhibit 4 Exhibit 3





# ALLEGATION

#### APPLICABLE LAW, REGULATION OR POLICY

18 USC § 1001 - Statements or entries generally 18 USC § 641 - Public money, property or records

# INVESTIGATIVE ACTIVITIES

#### FINDINGS

GSA admitted to OIG that till utilized a Peace Corps fuel card from approximately (b) (6), (b) (7)(C) that for an estimated amount totaling approximately \$7,000 US Dollars without authorization and for personal purposes. All OIG investigative activities ceased upon the resignation of GSA provide PC precover is attempting to recover the loss to the government from remaining separation pay. No further investigative support is required.

AIGI Init.

## EXHIBIT LIST

Date

8214





#### SYNPOSIS

In total OIG Agents obtained the names of 42 PCVs alleged to have smoked hashish while serving in Hashish, also known as hash, is made from the most potent parts of the cannabis plant and therefore contains THC levels two to three times greater than that of marijuana.

OIG agents conducted 30 interviews and obtained 17 confessions (signed statements) from PCVs who admitted to their use of hashish while serving as PCVs in **Excert** Two additional PCV who did not confess to using hashish were considered to be highly suspected of using the drug. The remaining 18 PCVs denied using hashish or were not interviewed due to lack of credible information.

The results of this investigation were provided to the appropriate PC Management for action and as the result, 19 PCVs (17 who admitted and 2 highly suspected) were removed from **Management** and afforded the opportunity to resign from their PC service in lieu of Administrative Separation.

#### NARRATIVE

#### Allegation

#### **Investigative Activities**

		(b) (5) (b) (7)(C)	
Date:	(b) (b) (b) (7)(C)	AIGI Init	
25 August 2	516	(instances and instances)	

	PCV NAME	ADMITTED TO HASHISH USE	EXHIBIT NUMBER
1	(b) (6), (b) (7)(C)	Admitted	Exhibit 1
2		Admitted	Exhibit 2
3		Admitted	Exhibit 3
4		Admitted	Exhibit 4
5		Admitted	Exhibit 5
6		Admitted	Exhibit 6
7		Admitted	Exhibit 7
8		Admitted	Exhibit 8
9		Admitted	Exhibit 9
10		Admitted	Exhibit 10
11		Admitted	Exhibit 11
12		Admitted	Exhibit 12
13		Admitted	Exhibit 13
14		Admitted	Exhibit 14
15		Admitted	Exhibit 15
16		Admitted	Exhibit 16
17		Admitted	Exhibit 17
		HIGHLY SUSPECTED OF HASHISH USE	41.5
1	(b) (6), (b) (7)(C)	Highly Suspected	
2		Highly Suspected	
		DENIED HASHISH USE	
1	(b) (6), (b) (7)(C)	Denied Use	
2		Denied Use	
3		Denied Use	
4		Denied Use	
5		Denied Use	
6		Denied Use	
7		Denied Use	
8		Denied Use	
9		Denied Use	
10		Denied USe	
11		Denied Use	
		LOW SUSPICION OF HASHISH USE	
1	(b) (6), (b) (7)(C)	Low Suspicion, not Interviewed	
2	tel tel tel tel tel tel	Low Suspicion, not Interviewed	
3		Low Suspicion, not Interviewed	-
4		Low Suspicion, not Interviewed	
5		Low Suspicion, not Interviewed	
6		Low Suspicion, not Interviewed	
7		Low Suspicion, not Interviewed	

#### Findings

OIG obtained 17 confessions of the above when protect PCV's for using marijuana. Two other PCVs were considered to be highly suspected of using hashish and also sent home.

	(b) (6), (b) (7)
Exhibit 1	(b) (6), (b) (7)(C)
Exhibit 2	X S S S S S S S S S S S
Exhibit 3	
Exhibit 4	
Exhibit 5	
Exhibit 6	
Exhibit 7	
Exhibit 8	
Exhibit 9	
Exhibit 10	
Exhibit 11	
Exhibit 12	
Exhibit 13	
Exhibit 14	
Exhibit 15	
Exhibit 16	
Exhibit 17	

Exhibit List



#### SYNPOSIS

PTS **Attended** personal services contract was terminated shortly after **attended** interview. DOJ declined to prosecute the matter, and the **(b) (6)**. **(b) (7)(C)** are unwilling to initiate prosecution without a formal complaint from Peace Corps, which DOJ has advised

against. No further investigative support is required.

#### NARRATIVE

#### Allegation

On (b) (6), (b) (7)(C) DMO for an orified OIG of the possible embezzlement of U.S. funds by PTS for any a cash advance to reimburse conference attendees for their travel expenses. DMO for advised OIG that PTS for advised may have claimed expenses that were higher than incurred, and that the documentation PTS for avoid submitted to close out for cash advance may have included forged signatures (Exhibit 1).

#### Investigative Activities

As background, PC/(0) (0) (0) (1) (1) (1) (2) held a Supervisor Workshop on (b) (6), (b) (7)(C) at the (b) (6), (b) (7)(C) in (a the output of the output of

Date:	(b) (6), (b) (7)(C)	AlGUnit
3/4/16		
		4

attending the workshop were provided with meals and lodging. Additionally, each principal was to be reimbursed in cash for their travel costs to and from the workshop. Reimbursement was based upon the round-trip distance from each principal's school to the workshop location (paid at a rate (b)(6), (b)(7)(C)) and per kilometer (km)), plus actual tolls. In support role for the workshop, PTS was tasked with (1) calculating the appropriate travel reimbursement for each attendee; (2) obtaining a cash advance from the post's cashier to cover the estimated expense; (3) distributing each cash payments to each attendee; and (4) submitting all receipts to the cashier with sufficient documentation so as not to become personally liable for the cash advance she obtained.

Prior to the workshop, the three education program managers gave PTS **Transfer** their estimates for the travel costs related to the school principals that each of them work with. On **Transfer** PTS **Content** obtained an interim cash advance of **(b) (6) (b) (7)(C)** from the Peace Corps cashier. The amount was based upon travel costs estimates received by PTS **Content**. At the conclusion of the workshop, PTS **Content** submitted a two-page spreadsheet ("Petrol Payments") outlining what **Content** purportedly paid to each of the 53 principals that attended the workshop. The sum PTS **Content** claimed to have paid out was **(b) (b) (7)(c) (b) (7)(c)** 

PM **Interform** reviewed the Line 20 of "Petrol Payments" worksheet submitted by PTS **Sector** to the finance office to close out **Sector** cash advance. The worksheet indicated that **Sector** to received **Sector**, which comprised **Sector** for distance and **Sector** 100 for tolls. PM **Sector** said there were no tolls associated with Principal **Sector** travel from **Sector** school to **Sector**. The **Sector** payment stated on the worksheet differed substantially from the **Sector** allegedly received. PM **Sector** reviewed the Line 5 of "Petrol Payments" worksheet submitted by PTS **Sector** noted that the worksheet indicated that the roundtrip distance from the school to the workshop was 500 km. **Sector** that number was impossible; the actual distance was closer to 120 km. In addition, that trip did not require payment of **Sector** in toll charges, as claimed. PM **Sector** believes that several signatures on the worksheet are fraudulent (Exhibits 3 & 4).

OIG compiled three essential pieces of data: (1) the amount each principal was entitled to receive for travel reimbursement; (2) the amount each principal claimed to have actually received as

<sup>1</sup> The U.S. Dollar Equivalent (USDE) was \$6,397.65, (b) (6), (b) (7)(C) USD, as reflected in the post's fiscal year **set budget**. <sup>2</sup> The cashier distribution made to PTS **set and** on **(B)(6)**, (b) (7)(C) also included **(b)(B)(0)(11)** for "Trainee site visit

allowance." That portion of the distribution is not related to the alleged embezzlement.

travel reimbursement; and (3) the amount PTS **and the** allegedly paid each principal as travel reimbursement. OIG calculated the losses to the U.S. Government and to the principals of 45 of the 53 workshop attendees. OIG could not calculate the losses attributable to eight of the principals because the amount that each principal actually received from PTS **and the** currently unavailable. OIG calculated the loss to the U.S. Government to be **(b)** (0). (b) (7)(f) with the U.S. Dollar Equivalent (USDE) of \$1,657.<sup>3</sup> The total loss to the 45 school principals was calculated to be **(b)** (0). (b) (7)(f), with the USDE of \$440.87 (Exhibit 6).

OlG interviewed five of the primary school principals who attended the workshop and received travel reimbursements. Of those five principals interviewed, only one received the correct reimbursement. The four other principals received amounts less than their entitlement (Exhibits 7-9 & 11). Nevertheless, PTS **attracts** submitted documentation to post's cashier that paid the five principal amounts reflecting nearly three times the amounts **actually** disbursed. The table below illustrates the financial loss to the U.S. Government and to the individual principals for those five interviewees. All amounts are represented in

Principal Name	Amount Claimed (A)	Amount Authorized (B)	U.S. 'Gov't Loss (B-A)	Amount Issued (D)	Individual Loss (B-D)
(b) (6), (b) (7)(C)					

None of the five interviewees were aware that PTS **sector** provided them with insufficient reimbursement. Four out of five of the interviewees recognized their signature on a spreadsheet provided them when **sector** distributed envelopes to them containing their travel reimbursements. However, those four individuals said that they did not review the calculations or financial information on the spreadsheet, and merely signed when asked to do so in order to receive their payments. The remaining individual denied signing the spreadsheet and alleged that someone may have forged signature. One interviewee, **10 (b) (b) (c) (b) (7) (C) (c)** 

During a recorded interview, PTS was confessed to embezzling to to to the second state of \$1,096.33 for told OIG that after was placed to to to the second s

<sup>&</sup>lt;sup>3</sup> The USDE was calculated at a rate of (b) (b) (7)(C), as reflected in the post's fiscal year budget. <sup>4</sup> (b) (b) (7)(C) name is misspelled as on several Peace Corps documents. Principal is assigned to (b) (b) (7)(C)

principals that were fully reimbursed, but woverstated the reimbursement amount to Peace Corps. Said did not preplan the theft. To told OIG that would be used the money to pay an overdue college tuition debt. Following the interview, PTS would provided OIG with information from the (b) (6), (b) (7)(C) records a payment of (b) (6), (b) (7)(C) PTS we carried denied forging any signatures on the "Petrol Payments" worksheet, as alleged (Exhibits 13 & 14).

PTS personal services contract was terminated following the interview.

OIG contacted DOJ to discuss the investigation and potential U.S. prosecution. DOJ informed OIG that because the PTS **(1)** is not a **(b) (6)**. **(b) (7)(C)** the DOJ declined to prosecute the matter. OIG subsequently referred this matter to the **(b) (6)**. **(b) (7)(C) (b) (7)(C) (c) (c)** 

Findings

PTS admitted to embezzling just less than \$1,100, and was terminated. Neither DOJ nor have decided to pursue criminal prosecution. No further investigative support is required.

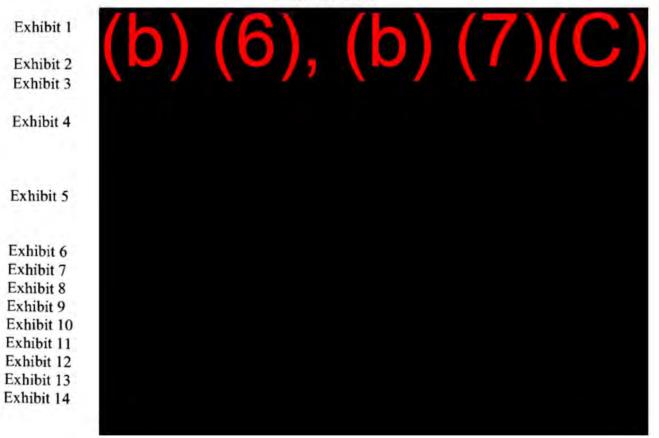


EXHIBIT LIST

Peace Corps Office of Inspector General



# **REPORT OF INVESTIGATION**

Allegation of Staff Embezzlement at Peace Corps/(b) (6), (b) (7)(C)



RESTRICTED USE - PRIVACY ACT MATERIAL - INVESTIGATIVE REPORT FOR OFFICIAL USE ONLY EXTERNAL RELEASE WITHOUT INSPECTOR GENERAL APPROVAL IS NOT AUTHORIZED

# SYNOPSIS

OIG determined that while working as the grant coordinator in the second unlawfully used position to embezzle U.S. funds from another Volunteer grant as well. The second embezzlement involved a Peace Corps Partnership Program (PCPP) grant in the amount of approximately \$4,000 USDE.<sup>2</sup> The total loss to the U.S. government from the two grants was approximately \$9,000 USDE. FAA

FAA conduct violated several federal laws including Theft and False Statements. Such conduct also violates the Standards of Ethical Conduct for Employees of the Executive Branch<sup>3</sup> and Peace Corps policy.

The U.S. Department of Justice (DOJ) declined to prosecute FAA

<sup>&</sup>lt;sup>1</sup> Approximately

<sup>&</sup>lt;sup>2</sup> The PPCP grant had an established exchange rate of to USD of the units, making the USD equivalent of approximately \$4,000.

<sup>&</sup>lt;sup>3</sup> See 5 C.F.R. Part 2635; such section is incorporated in all Peace Corps personal services contracts.

# **RELEVANT LAW, REGULATION, OR AGENCY POLICY**

#### Title 18, U.S. Code § 641, "Public Money, Property or Records" states:

Whoever embezzles, steals, purloins, or knowingly converts to his use or the use of another, or without authority, sells, conveys or disposes of any record, voucher, money, or thing of value of the United States or of any department or agency thereof, or any property made or being made under contract for the United States or any department or agency thereof; or

Whoever receives, conceals, or retains the same with intent to convert it to his use or gain, knowing it to have been embezzled, stolen, purloined or converted-

Shall be fined under this title or imprisoned not more than ten years, or both; but if the value of such property in the aggregate, combining amounts from all the counts for which the defendant is convicted in a single case, does not exceed the sum of \$1,000, he shall be fined under this title or imprisoned not more than one year, or both.

The word "value" means face, par, or market value, or cost price, either wholesale or retail, whichever is greater.

#### Title 18, U.S. Code § 1001, "Statements or Entries Generally" states:

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
 (2) makes any materially false, fictitious, or fraudulent statement or representation; or
 (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;

shall be fined under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both. If the matter relates to an offense under chapter 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall be not more than 8 years.

# Title 5, C.F.R. Part 2635, "Standards of Ethical Conduct for Employees of the Executive Branch" states:

Section 2635.702 addresses the use of public office for private gain. It provides:

An employee shall not use his public office for his own private gain, for the endorsement of any product, service or enterprise, or for the private gain of friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity, including nonprofit organizations of which the employee is an officer or member, and persons with whom the employee has or seeks employment or business relations.

#### The Peace Corps Manual section 743, "Personal Services Contracts with Host Country Residents"

11.0 Standards of Conduct

Personal services contractors must adhere to the Standards of Ethical Conduct for Employees of the Executive Branch (Standards of Conduct) set forth at 5 CFR 2635. While personal services contractors are not employees of the Peace Corps and they do not supervise Peace Corps employees, the requirement for compliance with the Standards of Conduct must be included in all personal services contracts. A written copy is available at the following internet site

http://www.usoge.gov/ethics\_docs/publications/reference\_publications/rfsoc.pdf

# **INVESTIGATIVE ACTIVITY**

#### Employment of (b) (6). (b) (7)(C

On (b) (6), (b) (7)(C) the post entered into a personal services contract with FAA accurate FAA had many duties, but primary responsibilities included the day-to-day oversight of SPA grants and Peace Corps Partnership Program (PCPP) grants issued to Volunteers.

#### SPA Grant (b) (6), (b) (7)(C)

SPA Grant (b) (6) (7) (C) in the amount of (b) (6) (7) (C) (or approximately \$5,000 USD) was approved on (b) (6) (6) (7) (C) upon the signing of the project agreement by PCV and the Community Partner, (b) (6) (b) (7) (C). The grant was established to promote conservation through ecotourism by establishing tours at an organic cacao farm.

The post electronically transferred the grant funds to the bank account of PCV provide PCV moved to a different location within the country shortly after grant was approved, and did not start the project.

On (b) (6), (c) (7)(C) PCV went to the post to arrange for the return of the grant funds was provided official transportation to a nearby branch of (b) (6), (b) (7)(C) and withdrew the full amount. Explaced the thick stack of money in an envelope, returned to the post in an official vehicle, and met with FAA

(b) (6), (b) (7)(

<sup>4</sup> See Final Report on the Audit of Peace

containing the cash and was told that would take care of it from here." FAA

PCPP Grant (b) (6), (6) (7)(0

PCPP Grant (0)(6),(b)(7)(C) in the amount of (b) (6), (b) (7)(C) (or approximately \$4,000 USDE) was approved on (0)(6), (b)(7)(C) and funds were obligated by the Peace Corps. Shortly thereafter, the amount was deposited into the personal bank account of PCV (b) (6), (b)(7)(C) (PCV (FFFFFFF)). The grant was established to build a children's park, but a member of the family that intended to donate the land had died, and the land could not be readily transferred to the community for development. As a result, no grant money was spent on the project.

PCV contained was scheduled to close service on (b) (6), (b) (7)(C) Before doing so, PCV represented closed for local bank account. On or about (b) (6), (b) (7)(C), PCV representing met with FAA for an of fice and provided for with (b) (6), (b) (7)(C) in cash, representing a full refund of PCPP grant money.

Peace Corps headquarters learned that the project had been cancelled on (b) (6), (b) (7)(C) and began working with FAA<sup>6000 entries</sup> to return the grant funds. Headquarters was not aware that PCV<sup>600 0000</sup> had closed <sup>1000</sup> service, nor that FAA<sup>6000 entries</sup> had received the grant money from PCV<sup>600 0000</sup> FAA<sup>600 00000</sup> employment ended before headquarters became aware that FAA<sup>6000 00000</sup> had embezzled the PCPP grant money.

Interview of FAA

On (b) (6). (c) (7)(C) FAA methanic went to the post to assist several staff members resolve various questions related to missing grant files. FAA (concerned whose employment had ended (concerned), was questioned about PCV (concerned) grant, and (concerned) to the office."

On (b) (6), (b) (7)(C) FAA was interviewed by OIG. FAA and and confessed and the received all of PCV (100 (0) (7)(C) grant money and did not deposit it with the cashier. The admitted to retaining the money for the personal use.

FAA **Control** also admitted that embezzled the funds associated with PCV<sup>016</sup> (017) grant. However, for recalled the amount to be approximately \$2,500 USDE. At the conclusion of the interview, FAA **signed** signed a sworn statement in which admitted that stole the money associated with grants issued to PCVs (b) (6), (b) (7)(C) (see Exhibit 1).

#### **Criminal Referral to DOJ**

OIG was advised on (0) (6) (7)(C) that DOJ had declined to prosecute FAA actions in favor of administrative remedies available to the government.

# SUMMARY OF FINDINGS

OIG determined that while working as the grant coordinator in **FAA** working unlawfully used position to embezzle U.S. funds from two grants issued to Volunteers. One grant involved a SPA grant in the amount of **(010)** (010)(**c)**, and the other grant involved a PCPP grant in the amount of **(010)** (0)(7)(**C)** The total loss to the U.S. government was approximately \$9,000 USDE. FAA **(010)** (0)(7)(**C)** failure to maintain accurate grant records enabled **(10)** to continue **(10)** scheme to defraud the U.S. government.

FAA **biointed** conduct violated several federal laws including Theft and False Statements. Such conduct also violates the Standards of Ethical Conduct for Employees of the Executive Branch and Peace Corps policy.

DOJ declined to prosecute FAA for the formation of other remedies available to the government. Such remedies could include requesting the return of the funds through the issuance of a bill of collection or demand letter, as well as other host country criminal, civil, or other administrative action the agency deems appropriate.

(b) (6), (b) (7	)(C)
Senior S	Special Agent
(b) (6)	, (b) (7)(C)
John-S.	Warren
	nt Inspector General for Investigations
1 Jac	the Sull
	A. Baller
Inspecto	or General
Exhibit 1: Suz	(b) /5) /b) /7)(

# Case Number: O'GLIDITIC POST: (b) (6), (b) (7)(C)

#### SYNPOSIS

#### Investigative Activities

Date:

On (b) (6), (b) (7)(C) Special Agent (b) (6), (b) (7)(C) and Investigator (b) (6), (b) (7)(C) interviewed Peace Corps Volunteer (b) (6), (b) (7)(C) (PCV<sup>(h) (6), (b) (7)(C)</sup> about <sup>(b) (b)</sup> Program Manager <sup>(b) (b)</sup> (r)(b) (r)(b) (PM <sup>(b) (b) (b)</sup> PCV <sup>(b) (b)</sup> (r)(c) advised that PM <sup>(b) (b) (f)</sup> came to <sup>(b)</sup> site in (b) (6), (b) (7)(C)</sup> PM <sup>(b) (b) (c)</sup> spoke to the headmaster at PCV<sup>(b) (6), (b) (f) (c)</sup> school about rice and spoke about the need to start growing root crops. PCV <sup>(b) (c) (b) (f) (b) (f) (b) (f)</sup> stated that PM <sup>(b) (c) (f)</sup> has held "workshops" and "sells" some type of root crop seeds. PCV <sup>(b) (f) (b) (f) (f) (f) (f)</sup> does this while on leave from <sup>(b)</sup> job at Peace Corps.

Special Agent (b) (6), (b) (7)(C), Peace Corps and Investigator (b) (6), (b) (7)(C) interviewed Peace Corps Volunteer (b) (6), (b) (7)(C) (PCV (b) (6), (b) (7)(C). PCV (b) (6), (b) (7)(C) stated that PM the above held two jobs, one with the Peace Corps and one with the (b) (6), (b) (7)(C) Agriculture Department. PCV (b) (6), (b) (7)(C) advised that PM (construction of (b) (6), (b) (7)(C) job after Peace Corps site visits with volunteers on (construction of (b) (6), (b) (7)(C) pCV (b) (6), (b) (7)(C) stated it appeared that PM (construction was very successful in this secondary employment and (construction is well respected on (b) (6), (b) (7)(C)

(6), (b) (7)(C

AIGI Init.

#### Findings



#### SYNPOSIS

The OIG investigation established that DMO **and a** did, in fact, provide PCV **and with** confidential official information on three occasions without PCV **and a** need to know. DMO was unable to articulate a clear reason why **and** released the information, other than acknowledging that **and** PCV **and maintained a close**, personal relationship. DMO said **a** did not recognize the significance of the information **a** released, nor did **a** anticipate how PCV

The OIG investigation established that after DMO was given a direct order not to have further contact with PCV and the facts demonstrate that DMO involved and the matters resulting in permission. However, the facts demonstrate that DMO involved and the matters resulting in permission contact with PCV and when the involvement was not required.

During the investigation, OIG uncovered information related to DMO receipt of an allegation of criminal wrongdoing by supervisor, then Country Director receipt of an than refer the allegation of criminal misconduct to OIG, DMO receipt proceeded to investigate the complaint by searching agency records and participated in a victim interview. DMO admitted that was aware that was required as a manager to report the wrongdoing to OIG, but did not do so because did not want to become involved in OIG's investigation.<sup>1</sup>

The U.S. Department of Justice (DOJ) declined to prosecute DMO in favor of available administrative remedies. DMO resigned effective (b) (6), (b) (7)(C) No further investigative support is required.

#### NARRATIVE

#### Allegation

On (b) (c) (c) (c) OIG was notified by RD that DMO may have improperly passed sensitive official information to former PCV and PVC purportedly used the

See OIG Case Number	for additional details related to this		
Date:	Agent Name/ Signature/s:	AIGI	) (6), (b) (7)(C
10/23/15	(b) (6), (b) (7)(C)	(b) (b) (7)(C)	
10102113	(0), (0), (0), (1), (0)		

information to support EEO complaint with the agency and to assert in social media forums that PCV for has been retaliated against by PC management. Two of three of the alleged information leaks by DMO involve sensitive information related to an OIG investigation. RD also asserted that DMO has communicated with PCV for after receiving a direct order not to do so.

#### Investigative Activities

#### Alleged Unauthorized Release of Agency Information

Information Regarding Volunteer Fraternization with Embassy Staff

On the afternoon of (01(6), (b) (7)(C), three PC (Determined Volunteers were observed by Deputy for Programming and Training (01(6), (b) (7)(C), (DPT (C))) playing basketball at the U.S. Embassy Residence Compound with several U.S. Embassy staff members. According to the three Volunteers, DPT (approached them and verbally counselled them for having violated post policy regarding fraternization with Embassy staff. The Volunteers explained that they were invited to play by an Embassy staff member who was a returned Volunteer (RPCV), and that they were not aware of the fraternization policy. One of the Embassy staff members stated that was leaving, and DPT (1999) agreed to play the remainder of the game in progress. When the game was over, the three Volunteers left the residence compound.

The Volunteers told OIG that they did not know how PCV would have learned of the incident. Two of the Volunteers closed service within weeks of the incident, and all three Volunteers stated that they did not mention the incident to other Volunteers. Two of the Volunteers noted that they were embarrassed about their own conduct and for having been counselled for it (Exhibits 1-3).

DPT **bittene** told OIG that **b**observed DMO walk past the basketball court while **b**observed DMO walk past the basketball court while **b**observed basketball with the three Volunteers. **b** also said **b** mentioned to DMO **b** and CD **b** the following day that **b** encountered three Volunteers playing basketball with Embassy staff, and that **b** intended to prepare a policy reminder for Volunteers in upcoming "Staff Notes." **b** did not mention to DMO **b** that **b** verbally counselled the three Volunteers, nor did **b** discuss the incident with other Volunteers. On **b (6)**, **(b)**, **(7)**, PC **b (b) (7)**, PC **b (b) (7)**, with U.S. Embassy personnel while in **b (c)** (Exhibits 4 & 5).

An OIG review of agency records confirmed that the three Volunteers were disciplined (verbal counselling) for the policy infraction. Only DPT **and the set of** and CD**ates** had access to this record at post.

On (b) (c) (7)(C) PCV sent an email message to DPT that alleged, in part, that discriminated against female Volunteers. (b) (6), (b) (7)(C)

b) (6), (b) (7)(C)

#### b) (6), (b) (7)(C)

During a recorded OIG interview, DMO said and PCV for are close friends. Said they belonged to the same said club, getting together for tea, book discussions, and social outings. DMO said also stated that PCV was provided (b) (6). (b) (7)(C) acknowledged that they both thought poorly of CD said and DPT said and PCV said and PCV

DMO **the policy prohibiting them from fraternization with Embassy staff.** To told OIG that thought DPT was being a hypocrite at the time, as had seen playing basketball with Volunteers and Embassy staff at the Embassy's residence compound the prior weekend. DMO **the policy basketball** being a hypocrite at the time, as had seen playing basketball with Volunteers and Embassy staff at the Embassy's residence compound the prior weekend. DMO **the policy basketball** being a hypocrite at the time, as had seen be playing basketball with Volunteers and Embassy staff at the Embassy's residence compound the prior weekend. DMO **the policy basketball** being a hypocrite that the time bask base based of the prior weekend. DMO **the policy basketball** basketball based based based by the policy basketball based by the policy based based by the policy b

Information Regarding OIG Travel

On (b) (6), (b) (7)(C) PCV sent an email message to (b) (6), (b) (7)(C), the Administrator of the (b) (6), (b) (7)(C) a non-governmental organization (NGO) working in the email, with a subject line (b) (6), (b) (7)(C) stated in part:

for inappropriate behavior towards (b) (6), (b) (7)(C) and A number of have come forward with accusations in recent weeks. They complained to the US Embassy and investigators from Washington DC are coming to this week to interview these (Exhibit 10).

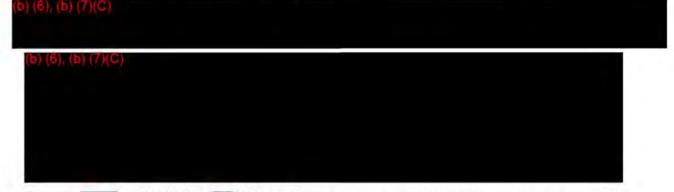
At the time this email was sent by PCV and only DMO and and PCSSO were aware that the allegation had been forwarded to OIG and that OIG had planned to travel to PCSSO told OIG that did not inform other PC/ staff or any Volunteer that OIG was travelling to the staff. PCV was interviewed by OCRD on (b) (6), (b) (7)(C) as part of its review of EEO complaints. During that interview, PCV with told OCRD that is learned of the OIG investigation from Director . Director interview unequivocally denied PCV assertion (Exhibits 11 & 12).

DMO **setting** told OIG that **setting** did not specifically recall telling PCV **setting** that OIG was travelling from **b**1(0) (b) (7)(C) to **setting** to investigate the allegation against CD**setting**; however, **setting** admitted that **setting** must have done so (Exhibit 7).

Information Related to OIG Evidence Collection

On (b) (7)(C), OIG asked DMO for a for assistance with gathering agency records related to CD for the government-issued cell phone. The was also instructed not to discuss this request with any staff other than those with a need to know for was also advised that if the delegated this request to a member of staff, for should warn the staff member not to discuss the matter with others. The requested records were provided to OIG the following day (Exhibit 13).

OIG did not discuss the request for CD to the cell phone records with other PC/



Director told OIG that did not discuss any aspect of the OIG investigation with PCV Additionally, and noted that did not know OIG reviewed the victim's telephone records, and thus could not have been the source of PCV discuss information (Exhibit 11).

PCSSO to told OIG that had no contact with PCV and during the period of the OIG investigation, and did not know OIG reviewed CD to cell phone records (Exhibit 15).

The facts indicate that DMC was the only person with direct knowledge that OIG had requested CD cell phone records. DMO told OIG that "it's completely possible"

that **w** told PCV**react** about OIG's request for CD **react** telephone records, but **w** did not remember a specific conversation. DMO **react** said **reac** did not recognize the significance of the information **released**, nor did **reac** anticipate how PCV **react** would use the information (Exhibit 7).

#### Alleged Failure to Obey Supervisory Direction

DMO denied that what any unofficial contact with PCV for following receipt of RD direct order. The numerated several in-person, email, and telephonic contacts had with PCV for after having received RD for order, but said all of the contacts were official in nature and made with the knowledge of DPT for the way then the acting CD for said advised PCV for via email on (b) (5). (b) (7)(C) that for could not communicate with PCV for any further. The said for told PCV for this via email, as post-issued cell phone no longer worked. The denied that PCV was affer residence on that afternoon, immediately before the received a replacement cell phone from post.

DMO for told OIG that it was a responsibility to ensure the proper administrative processing of PCV for separation, which included matters related to lodging, personal property and equipment, banking, official travel, and pay. DMO said personally handled several of these matters because PCV for refused to deal with other PC/ for staff. DMO admitted that the personal contact with PCV was not required and that the staff was sufficiently competent that they could have handled matters in the stead (Exhibit 7).

A review of official and personal email accounts did not indicate that there were personal communications between DMO and PCV and . Official cell phone records reported that DMO sent and received 353 text messages from (b) (6), (b) (7)(C) and the sent set of those messages were exchanged between and PCV and Did not identify email communications between DMO and PCV and PCV and Did not identify email communications between DMO and PCV and PCV and Did not identify email communications between DMO and PCV and DMO and PCV and Did not identify email communications between DMO and PCV and PCV and Did not identify email communications between DMO and PCV and PCV and Did not identify email ender the unauthorized or personal in nature. OIG did not review telephone records related to DMO and provide replacement cell phone.<sup>2</sup>

#### Alleged Failure to Forward Criminal Misconduct Allegation to OIG

DMO grant advised OIG that the received information from PCV and on (b) (b) (7)(C), that CD what sexually assaulted a host-country national (HCN) at a (b) (b) (7)(C), that information from PCV what also alleged that CD what stalked the victim and harassed the victim via cell phone after the alleged assault. PCV what had told DMO what that

<sup>&</sup>lt;sup>2</sup> OIG was advised that DMO **and announced** intention to resign before **more** replacement cell phone was analyzed, and the cell phone was returned to the agency upon their request.

(PCV learned of the allegation from an official with the (b) (6), (b) (7)(C) who worked closely with PCV

DMO acknowledged that after having received the initial allegation information from PCV for on or about (b) (c) (c) (c) (c) initiated in own fact-finding investigation by reviewing phone records associated with the government-issued cell phone assigned to CD interview also admitted that is set up a meeting on (b) (c) (c) (c) to interview one of the victims. Accompanying the victim was Director PCSSO also attending the meeting.

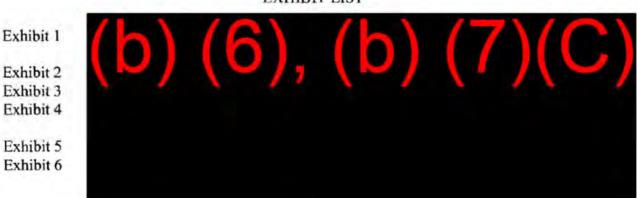
DMO **and told** OIG during **and interview that the was aware of MS 861 and the duty to report** alleged CD **and the state of the state of** 

#### Findings

The OIG investigation established that DMO and provided PCV and with confidential official information on three occasions without PCV and need to know. On one occasion, PCV and used the information provided by DMO in PCV and EEO complaint against the agency. The two other releases of information related to an OIG investigation, and PCV and used the information in a personal email and blog to publicly denigrate Peace Corps. Additionally, after DMO was given a direct order not to have further contact with PCV and the facts demonstrate that DMO involved and in matters resulting in the personal contact with PCV and the facts when an involvement was not required.

Further, the investigation established that DMO failed failed to report an allegation of misconduct by the supervisor to OIG, and instead initiated to own investigation into the allegation due to the personal curiosity. DMO failed admitted that was aware that was required as a manager to report the wrongdoing to OIG, but did not do so because add did not want to become involved in OIG's investigation.

DOJ declined to prosecute DMO in favor of administrative remedies. The resigned effective (b) (c), (b) (7)(C) and no further investigative support is required (Exhibits 17 & 18).



#### EXHIBIT LIST

6



#### SYNPOSIS

This investigation was initiated upon receiving information from the Peace Corps Office of Victim Advocacy (OVA) that a returned Peace Corps (1010) (0) (100) Volunteer who wished to remain anonymous (Anonymous RPCV) reported Peace Corps (1010) (0) (100) Volunteers (PCVs) were using drugs. OIG telephonically interviewed the Anonymous RPCV on (1016) (0) (100)

On (b) (6), (b) (7)(C) a second complaint (b) (6), (b) (7)(C) was filed via the hotline in which the complainant alleged that PCV(b) (6), (b) (7)(C) (PCV) was using illegal substances during Peace Corps service. OIG Investigators interviewed as part of this investigation, and the results of that interview are summarized in this report and will be maintained in this case file.

On (b) (6), (b) (7)(C) the U. S. Department of Justice, Human Rights and Special Prosecutions section declined prosecution of any Volunteers for use or within country distribution of marijuana.

The results of the interviews, including copies of the signed statements, were provided to the appropriate Peace Corps Officials in **1010**, **101070** and in Washington, DC, and, as a result, 10 Volunteers who admitted to using marijuana and 2 Volunteers who were strongly suspected of using marijuana. These 12 Volunteers were afforded the opportunity to resign from their Peace Corps service. One additional Volunteer resigned from Peace Corps rather than be interviewed by OIG Investigators.

AIGI In

#### NARRATIVE

#### Allegation

This investigation was initiated by the OIG after it received information from OVA about Peace Corps (21(7)) (21(7)) Volunteers using marijuana.

#### Investigative Activities

The PC OIG conducted, or attempted to conduct, 19 interviews regarding Volunteers' use of a controlled substance (marijuana) during their Peace Corps/(b)(0), (b)((r)(c)) service. The results are reflected in the following table and narrative.

PCV NAME	ADMITTED TO MARIJUANA USE OR HIGHLY SUSPECTED OF MARIJUANA USE (ALLOWED TO RESIGN FROM THE PC)	EXHIBIT NUMBER
b) (6), (b) (7)(0	Admitted	Exhibit 1
	Admitted	Exhibit 2
	Admitted	Exhibit 3
	Admitted	Exhibit 4
	Admitted	Exhibit 5
	Admitted	Exhibit 6
	Admitted	Exhibit 7
	Admitted	Exhibit 8
	Admitted	Exhibit 9
	Admitted	Exhibit 10
	Denied - Highly Suspected	Exhibit 11
	Not Interviewed - See Below	N/A
PCV NAME	DENIED MARIJUANA USE AND/OR LOW SUSPICION OF MARIJUANA USE	EXHIBIT NUMBER
(6) $(b)$ $(7)(0)$	Denied	Exhibit 12
b) (6), (b) (7)(C	Denied	Exhibit 13
	Denied	Exhibit 14
	Denied	Exhibit 15
	Denied	Exhibit 16
	Denied	Exhibit 17

\* Denotes a Volunteer who provided a signed statement.

The OIG attempted to interview PCV (b) (6), (b) (7)(C) (PCV<sup>(1)</sup>), but PCV<sup>(1)</sup>), but PCV<sup>(1)</sup>), but PCV<sup>(1)</sup>), resigned rather than be interviewed (See Exhibit 19).

In addition to the 19 Volunteers who OIG interviewed, or attempted to interview, this investigation identified (D) (C), (D) (7) (C) who allegedly used marijuana while serving in Peace Due to logistical and travel restraints, the OIG was not able to interview Corps/ these eight Volunteers. (b) (6), (b) (7)(C) were only identified by one witness as having used marijuana, this was considered to be a low suspicion of marijuana use, and Volunteers were all allowed to continue their service. (b) (6), (b) (7)(C) Volunteers, specifically (b) were as having used marijuana. (b) (b) (c) (c) reported personally identified by observing PCV smoke marijuana, and was allowed to resign from the Peace Corps. One witness reported personally observing PCV smoke marijuana, and was allowed to continue service (see Exhibit 20).

#### Findings

OIG obtained 10 confessions from PCV **(a) (b) (b) (b) (b)** Volunteers for using marijuana and identified two additional Volunteers who were considered to be highly suspected of using marijuana. Peace Corps afforded these 12 Volunteers the opportunity to resign from service. One Volunteer resigned rather than be interviewed by OIG Investigators.

AN	SUMMARY INVESTIGATIVE	6
	Case Number POST: (0)(0)(0)(0)(0)(0)(0)(0)(0)(0)(0)(0)(0)(	

#### SYNPOSIS

(b) (6), (b) (7)(C) Peace Corps/ Deputy for Management and Operations On Dividing DMO advised OIG that General Services Manager (b) (6), (b) (7)(C) may have attempted to embezzle U.S. funds from the post's finance office by submitting a tasified receipt for a vehicle gate motor.

The U.S. Department of Justice declined prosecutorial interest in the case. Termination proceedings are ongoing. No further investigative action is required.

#### NARRATIVE

#### Allegation

On .(b) (6), (b) (7)(C) (b) (6) (6) (7)(C) advised OIG that GSM may have attempted to embezzle U.S. funds from the post's finance office earlier that day (Exhibit 1).

Investigative Activities

In late-**b**(**b**)(**c**)(**c**)(**c**). GSM **b** was asked by DMO are to determine the cost of replacing the motor to the office compound's vehicular gate. GSM **b** beinformed DMO **b** was at that time the lowest price **b** ound was \$1,350. The repair was planned for the following month. On **b**)(**c**), (**b**)(**7**)(**C**) GSM **b** be-contacted DMO **b** and informed **b** that the motor to the gate had completely broken down and a complete replacement was necessary. DMO **b** gave hpproval to replace the motor. On **(b) (5). (b) (7)(C)** Financial Assistant **(b) (6). (b) (7)(C)** reported to DMO **b** be an and the motor to the gate

motor. DMO also met with Administrative Assistant (b) (6), (b) (7)(C) who had similar concerns. Below is a summary of information provided by FA





On the afternoon of (b) (6), (b) (7)(C), GSM means brought a receipt to AA (b) (c) (c) for replacing the motor for \$1,350. AAbie. (b) (c) (c) thought the receipt looked strange and possibly suspicious as it seemed to be just printed from a computer with no logo for the company or other official looking information. There was only one phone number listed on the receipt which was noted as at which point strange by the FA(b) (6) (6) (7)(C) showed the receipt to FA proceeded to call the phone number listed for the company and ask about the cost of the motor. The person on the phone spoke with repeatedly told FA that the cost of such a motor was only \$905 (not \$1,350). After the call FA went to the medical unit to discuss a separate matter with a Peace Corps Medical Officer (PCMO). During the time that was away from the desk, GSM came to AA (6) (6) (7)(G) desk and said something to the effect of - "the company called me about the motor and there is an error with the cost, maybe the man (repairman) is trying to cheat me". GSM then took the original receipt had previously given to AA the erote for \$1,350 and left the financial office.

When FA arrived at the office the next morning, found a different – rather official looking – receipt in the finance inbox from the motor repair company for \$905. This receipt was presumable placed in the inbox by GSM (Exhibit 2).

Following the interview, RSO revoked GSM Security Clearance, took custody of the Embassy badge, PC cell phone, and keys to the Peace Corp vehicle drove to the embassy, and escorted for the compound. DOJ declined prosecutorial interest in this case (Exhibits 4-5).

#### Findings

GSM admitted to attempting to embezzle \$445 by submitting a fabricated receipt inflating the actual cost of a replacement vehicle gate motor. DOJ has declined to prosecute, and Peace Corps is terminating GSM complement contract. No further investigative support is required.

#### EXHIBIT LIST

Exhibit 1 Peace Corps ICMS Inquiry (b) (6), (b) (7)(C) dated (b) (6), (b) (7)(C)

- Exhibit 2 Email from the writer to OIG, dated (b) (6), (b) (7)(C), Subj: "Report Possible Issue."
- Exhibit 3 Sworn Statement of environment, dated (b) (6), (b) (7)(C
- Exhibit 5 Email message from (D) (6), (D) (7)(C) dated (b) (6), (b) (7)(C), Subj: "RE: Peace Corps OLE Terretary"



#### ALLEGATION

On (b) (c) (7)(C) PC/(110) (0100) Volunteer (110) (0100) (PCV (110) (010

#### APPLICABLE LAW, REGULATION OR POLICY

Peace Corps MS 243, "Responding to Sexual Assault" Peace Corps MS 861, "Office of the Inspector General"

#### INVESTIGATIVE ACTIVITIES

DPT (b) (6), (b) (7)(C told OIG that was advised of PCV complaint on said PCV alleged that TT states and were he previous evening became "obnoxiously drunk and repeatedly threw (b) (6), (b) (7)(C) PCV where TT told DPT (b) (7)(C) that had to repeatedly tell TT (016, 017, 00 to stop, and had to be physically forceful with PCV did did not mention that there was kissing or any sexual contact, nor did PCV mention that had been sexually assaulted. DPT (0) (6), (b) (7)(0) said concluded that TT to to to the conduct was unprofessional to the extent that became intoxicated in front of a Volunteer and was physically falling onto Because PCV clearly upset by the incident, DPT (b) (6), (b) (7)(C)said asked PCV if could relay the incident to the Peace Corps Medical Office (PCMO) for follow-up, which consented to,

DPT (b) (6). (b) (7)(C said correferred the matter to the PCMO, and because and did not know whether the incident constituted a sexual assault under the agency's policy, the left that determination for the PCMO to make. The said the PCMO did not conclude that PCV was sexually assaulted, as defined by Peace Corps policy.

See OIG Case Number to (b) (of for additional details related to this allegation. Date: 4/26/16 (b) (6), (b) (7)(C) On DPT and MT met with TT to obtain explanation of events. TT acknowledged that became very intoxicated and acted knew PCV (b) (6), (b) (7)(C unprofessionally, and in defense, TT said and that had no reason to make a sexual advance towards DPT (b) (6), (b) (7)(C)said CD and MT agreed that the appropriate course of action would be to draft a cure , and obtain written commitment to behavioral changes. notice for TT

DPT said that on (b) (b) (f)(c) the cure notice was drafted and TT drafted letter of commitments. Later that day received a telephone call from PCV for an update. said informed PCV of the proposed agency action, and PCV became upset because deemed to be too lenient. PCV then told DPT that was aware of at least two former Volunteers that had previously engaged in fraternization with TT (b) (b) (7)(C) said told PCV that if could provide DPT with the names of the former Volunteers or ask them to come forward, could consider the information at that time. said PCV asserted that had proof, but did not share any specific information. said informed PCV that was unable to address the allegation of fraternization based solely upon assertions. DPT(b) (6), (b) (7)(C) admitted to erred in telling PCV OIG that how post would respond to TT conduct.

Later that day DPT(b) (6), (b) (7)(C) received an email from PCV wherein complained about the post's handling of sexual assault allegation, and of intent to contact the Office of Victim Advocacy (OVA) and OIG. Prior to that time, said and did not view the incident between PCV and TT as a sexual assault, and it was PCV statement to that triggered post's handling of the event as a sexual assault. A CIRS report was generated on b) (6), (b) (7)(C), with the offense listed as sexual assault. DPT (b) (6), (b) (7)(C) acknowledged that while the post's safety and security manager may not have been aware of the incident until said CD was aware of the incident on (b) (6), (b) (7)(C . said was not involved in any discussion of logging the incident into CIRS prior to

DPT (b) (6), (b) (7)(C) said was aware that all allegations of staff misconduct, particularly as they involve Volunteers, should be reported to OIG. admitted that post could have responded more quickly (Exhibit 3).

During OIG's investigation, DMO (b) (6), (b) (7)(C) left the agency effective (b) (6), (b) (7)(C) (Exhibit XX). Additionally, CD (0, 0, 0) was relieved of duties at post as of (b) (6), (b) (7)(C). OIG was advised that resigned in lieu of termination effective (b) (6), (b) (7)(C) (Exhibit XX).

#### FINDINGS

#### EXHIBIT LIST

Exhibit 1	Email Message from	o OIG dated (b) (6), (b) (7)(C); Subject: "Complaint
	Against Peace Corps	Staff Member."
Exhibit 2	Memorandum of Interview or . (b) (6), (b) (7)(C)	Activity (MOI), Interview of the mine, dated

# PEACE CORPS

# OFFICE OF INSPECTOR GENERAL



# **REPORT OF INVESTIGATION**

# ALLEGED FAILURE TO REPORT A POSSIBLE PROTECT ACT VIOLATION TO THE OFFICE OF INSPECTOR GENERAL



RESTRICTED USE - PRIVACY ACT MATERIAL - INVESTIGATIVE REPORT FOR OFFICIAL USE ONLY EXTERNAL RELEASE WITHOUT INSPECTOR GENERAL APPROVAL IS NOT AUTHORIZED

### SYNOPSIS

On(b) (6), (b) (7)(C) the Office of Inspector General (OIG) hotline received a concern pertaining to former Peace Corps, (b) (6), (b) (7)(C) Volunteer (b) (6), (b) (7)(C) (PCV (b) (6), (b) (7)(C) who remained in (b) (6), (b) (7)(C) following close-of-service in the fall of Allegedly, PCV (b) (6), (b) (7)(C) remained in (b) (6), (b) (7)(C) to marry (b) (6) (b) (7)(C)-year-old (b) (6), (b) (7)(C) with whom that a relationship while to was still a Volunteer. [Agent's Note: This matter will be reported separately.]

In the course of investigating the above matter, it became apparent that Regional Director (RD (b) (6), (b) (7)(C) Country Director (b) (6) for (CD) (CD) (CD) (6) (b) (7)(C) Director of Programming and Training (b) (6), (b) (7)(C) (DPT) . Chief of Operations for (b) (b) (b) (c) (ChOps (b) (6), (b) (7)(C) , Chief of Operations for b) (6), (b) (7)(C) (ChOps (and seriore), and Country Desk Officer (b) (6), (b) (7)(C) Africa (CDO failed to report to OIG a potential child sexual abuse of a minor by a Peace Corps Volunteer. The RD, CD, DPT, ChOps, and RDO are required to report potential child sexual abuse to OIG as a part of their minimum duties in responding to a potential PROTECT Act violation. This requirement is a recognition of both the seriousness of PROTECT Act allegations and the criticality of OIG's involvement in any agency response to potential child sexual abuse by staff or Volunteers. By not reporting to OIG as required, the staff failed to take an essential step in a policy designed in part to detect and prevent potential child sexual abuse. Instead, efforts appear to have been focused on encouraging the Volunteer to resign in order to protect the integrity and reputation of the Peace Corps.

# **RELEVANT LAW, REGULATION, OR AGENCY POLICY**

#### Peace Corps Manual section 648, "Child Protection"

3.0 Definitions ...

- (b) Child Abuse includes four categories of abuse:
  - (3) <u>Sexual Abuse...</u> includes any behavior that makes it easier for an offender to procure a child for sexual activity (i.e. grooming for a child to engage in sexual activity.)
- 22.2
- (c) Child Protection is defined as all reasonable measures taken to protect children from child abuse.

#### Attachment-A, "Child Protection Code of Conduct"

Acceptable Conduct

#### At a minimum, the employee or Volunteer will: ....

(d) Promptly report any concern or allegation of child abuse by an employee or Volunteer.

#### Peace Corps Manual section 861, "Office of Inspector General"

#### 7.0 Duties and Responsibilities of Peace Corps Staff and V/Ts

#### 7.1 Reporting to OIG ....

(c) . . . However, the following types of suspected misconduct by V/Ts must be reported expeditiously to the OIG: . . .

(2) Engaging in sexual activities or sexual contact with any person under the age of 18.

## **INVESTIGATIVE ACTIVITY**

#### Review of the control Email Correspondence

OIG reviewed email correspondence between Peace Corps staff pertaining to PCV (0) (0) (7)(C) relationship with the [0](0) (0) (7)(C) minor [10](0) (1)(C) (1

indicated that in and DPT of the barries had a conversation with CD b) (6), (b) (7)(C) PCV (C) (D) addressing concerns regarding relationship with the minor Amongst the concerns addressed with PCV (0) (6) (6) (7)(C), CD (10, 00) and DPT and DPT (100, (100) told PCV (0)(6) (0)(7)(6) the situation could discussed the CD contact with as well as to the reputation and credibility of the Peace Corps, be very damaging to was under the legal age of consent. PCV since the minor and DPT (0) (6) (0) (7)(C) had no intention of having a sexual relationship assured CD but stated did plan to marry with the minor someday.

(b) (6), (b) (7)(C) responded to (b) (6), (b) (7)(C) email on (b) (6), (b) (7)(C) by stating:

# (b) (5), (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C), (b) (6), (b)	(7)(C) sent two emails to (b) (6), (b)	(7)(C) one email before
meeting with (b) (6), (b) (	(C) and one after. In the first em	
that(b) (6), (b) (7)(C)		nail, (b) (6), (b) (7)(c) stated (b) (b) (7)(c)
	love with (b) (6), (b) (7)(C)	
	a sexual relationship. During the m	
	(b) (7)(C) on the PROTECT Act	
	(MS) 648, "Child Protection". (b)	
	(b) (6), (b) (7)(C) would not be in	
minor until	<sup>6</sup> of legal age. On (b) (6). (b) (7)(C),	b) (6), (b) (7)(C) responded
	(b) (6), (b) (7)(C) staff "investigated	
whether or not (b) (c) (b) (7)(c	had a physical relationship with	1411712

On (b) (6), (b) (7)(C), (b) (6), (c) (7)(C) emailed (b) (6), (b) (7)(C) and stated:



Review of (b) (6), (b) (7)(C) Email Correspondence

situation.

On (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) replied to (b) (b) (0) (7)(C) and several other recipients acknowledging (b) (6) (6) (7)(C) concerns. (b) (6), (b) (7)(C) stated: "I am copying (b) (6) (6) (7)(C) this email chain as I am sure will want to weigh in on the situation". [Agent's Note: (b) (5), (b) (6), (b) (7)(C) (Exhibit 2)

Interview of (b) (6), (b)

On (b) (6), (b) (7)(C) OIG interviewed (b) (6), (b) (7)(C) The interview was audio recorded and a copy is available upon request. Following the interview, (b) (6) (b) (7)(C) provided a sworn statement. (Exhibit 3)

aware of Peace Corps Manual Section 861, "Office of stated Inspector General" but had not read it recently. (b) (6), (b) (7)(C) did not report the situation to OIG because the information (b) (6) (0) (7)(C) did not disclose allegations pertaining to sexual acts with a minor child. (b)(d) (c)(())(c) did authorize the Program Manager and the Safety and Security Officer to conduct an investigation of b) (6), (b) (7)(C) relationship with the (b) (6), (b) (7)(C) b) (0), (b) (7)(C) authorized the . investigation to display extra diligence and caution over the matter at hand, not because actually thought (b) (6), (b) (7)(C) was having an intimate relationship with the (b) (7)(C) (b) (b) (b) (b) ()()) said and entries very confident there was no sexual that the potential seriousness of the situation became clear element involved. only after interview with OIG. (0) (5) (0) (7)(6) stated actions were not meant to be reckless and would never purposefully refrain from informing OIG of this type of matter. acknowledged wis should have informed OIG when this matter first came to her attention.

Interview of (D) (D) (D) (7) (C)

On (b) (c), (b) (7)(C), OIG interviewed (b)(a) (c)(c) The interview was audio recorded and a copy is available upon request. Following the interview, (c)(c)(c) provided a sworn statement. (Exhibit 4)

(b) (6), (b) (7)(C) aware of MS 861, but did not report this situation to OIG because the information (b) (c) (b) (7)(C) did not disclose information or allegations pertaining to sexual acts with a minor child. **Contract** did not recall the conference call with (b) (c) (c) (7)(C) and others regarding this matter, which occurred on (b) (6), (b) (7)(C) stated for never purposefully refrained from informing OIG of this matter. **Contract** acknowledged should have informed OIG when this matter first came to the attention.

Interview of (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) OIG interviewed (b) (6), (b) (7)(C) The interview was audio recorded and a copy is available upon request. Following the interview, (b) (6), (b) (7)(C) provided a sworn statement. (Exhibit 5)

(b) (6), (b) (7)(C) stated that in (6)(6)(6)(7)(C) she had been a new (6)(6)(7)(C) and had been unaware of MS 861 and OIG reporting requirements (Agent's Note: (b) (6), (b) (7)(C) was a Country Director prior to holding (6)(6)(7)(C) position). When asked about (6) use of the term "investigation", (b) (6), (b) (7)(C) stated (6)(7)(C) acknowledged (7)(C) acknowledged (7)(C) had no ill intent in (6)(C)(7)(C) acknowledged (7)(C) had no ill intent in (6)(C)(7)(C) acknowledged (7)(C) ack

been inform when this situation first came to light in the situation for the situation formed when this situation first came to light in the situation formed when this situation first came to light in the situation formed when this situation first came to light in the situation formed when this situation first came to light in the situation formed when the situation first came to light in the situation formed when the situation first came to light in the situation formed when the situation first came to light in the situation formed when the situation first came to light in the situation formed when the situation first came to light in the situation formed when the situation first came to light in the situation formed when the situation first came to light in the situation formed when the situation first came to light in the situation formed when the situation first came to light in the situation formed when the situation first came to light in the situation formed when the situation first came to light in the situation first came

Interview of (b) (6), (b) (7)(C)

On (b) (6) (7) (C) OIG interviewed (b) (6). (b) (7) (C) The interview was audio recorded and a copy is available upon request. Following the interview, (b) (6). (b) (7) (C) provided a sworn statement. (Exhibit 6 / See Note)

(b) (6), (b) (7)(C) thought the situation was being handled by (b) (6), (b) (7)(C) (b) (0) (b) (7)(C) was are a of responsibility. (b) (6), (b) (7)(C) are assigned to approximately thirteen area of countries each.

(b) (6) (7) (C) said that in hindsight, should have independently reported the situation to OIG. (b) (6) (7) (C) it had originally been discussed as a marriage/wedding with no overtones of sexual assault. During our interview, (b) (6), (b) (7) (C) viewed the situation differently than when it had first happened, and in retrospect could clearly see how sexual assault could be a factor in that situation.

(b) (6). (b) (7)(C) stated and understood why the agency would have wanted (b) (6), (b) (7)(C) to resign but that from what could remember there was no unusual "push" to get (b) (6), (b) (7)(C) to resign. (b) (6), (b) (7)(C) acknowledged part of a conference call regarding this issue, but (b) (6), (b) (7)(C) had absolutely no recollection of what the participants discussed or even the call itself. (b) (6), (b) (7)(C) denied that anyone suggested not reporting to OIG on this matter.

#### Interview of (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C), OIG interviewed (b) (6), (b) (7)(C). Following the interview, provided a sworn statement. (Exhibit 7 / See Note)

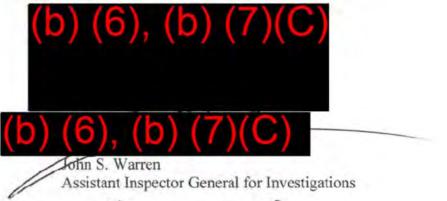
(b) (6), (b) (7)(C)	explained
(b) (c), (b) (7)(C) stated that questions had been asked in	regarding if local police should be
called to investigate whether (b) (6), (b) (7)(C) was have	
to obtain age. It was understanding these que investigation conducted by (0)(6), (0)(7)(6) when the situ (b) (6), (b) (7)(C).	
On (b) (6), (b) (7)(C) received an emai	
the relationship between (b) (6), (b) (7)(C) and the min immediately knew the situation was serious	107 (b) (b), (b) (7)(C)
(b) (6) (7)(C) greatly surprised that <b>and entropy</b> had not b to (b) (6), (b) (7)(C) and that <b>and entropy</b> not aware why.	een informed of this situation prior
After receiving the (b) (6) (b) (7)(C) email from (b) (6	took part in a

After receiving the (b) (6), (b) (7)(C), email from (b) (6), (b) (7)(C) took part in a conference call with (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) office. (b) (6), (b) (7)(C) took detailed notes

during the call, which indicated that (b) (6), (b) (7)(C) had obtained a hardcopy of the minor more birth certificate that showed the birthdate as (b) (6), (b) (7)(C) meaning the minor was (b) (6), (b) (7)(C) at the time of the conversation. To meaning the birth certificate was never shown to any Peace Corps Staff.

(b) (b) (7)(C) denied anyone suggested not to call OIG to disclose this matter, and also unit on (355) thought that the (b) (6), (b) (7)(C) had likely received adequate training to know that they should have immediately looped in OIG.

# SUMMARY OF FINDINGS



athy A Buller

Inspector General

Peace Corps Office of Inspector General



# ALLEGATION OF FALSE STATEMENTS BY A USAID OIG EMPLOYEE



RESTRICTED USE - PRIVACY ACT MATERIAL - INVESTIGATIVE REPORT FOR OFFICIAL USE ONLY EXTERNAL RELEASE WITHOUT INSPECTOR GENERAL APPROVAL IS NOT AUTHORIZED

# SYNOPSIS

The Peace Corps Office of Inspector (OIG) initiated an investigation at the request of the U.S. Agency for International Development Office of Inspector General (USAID OIG). Acting Deputy Inspector General Catherine Trujillo (ADIG Trujillo) asked OIG to investigate whether USAID OIG Management and Program Analyst (b) (6), (b) (7)(C) provided false statements in connection with the background investigation into his eligibility for Top Secret security clearance with access to Sensitive Compartmentalized Information (see Exhibit 1).<sup>1</sup>

In a letter dated (b) (c), (b) (7)(C) the company cited his "declining performance, unprofessional conduct, and numerous allegations by formation employees that for engaged in inappropriate behavior" as the reasons for for termination.

When was interviewed by a USAID background investigator on (b) (c) (b) (7)(C) we provided a written statement to the investigator that was laid off by because the company did not win a contract for an (b) (c) (c) (c). In a signed, written statement. (b) (c) (b) (7)(C) told the investigator that was not laid off for disciplinary problems or unfavorable conditions."

In a sworn statement to OIG. (6) (6) (7) (C) admitted that provided the above answers to USAID security investigators after discussing the matter with an attorney. (0) (6) (0) (7) (C) said denied being terminated essentially because disagreed with the stated reasons for the release.

# **RELEVANT LAW, REGULATION, OR AGENCY POLICY**

Title 18, U.S. Code § 1001. "Statements or entries generally"

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully

(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;

<sup>&</sup>lt;sup>1</sup> Pursuant to the Inspector General Act of 1978, as amended, USAID OIG requested assistance from the Peace Corps OIG asking it to conduct this investigation because the subject is an employee of USAID OIG. The subject worked in the Office of Investigations for more than three years and currently works for the Office of Management.

Interview of (b) (6), (b) (7)(C)

On (b) (6) (b) (7) (c) OIG interviewed (b) (6) (b) (7) (c) concerning the circumstances of (b) (6) (6) (7) (c) dismissal. Prior to the commencement of the interview, (b) (6) (6) (7) (c) was sworn. The interview was audio-recorded, and a transcript of the recording is attached (see Exhibit 10).

said that or	n the day (b) (6), (b) (7	(C) was terminate	d. (b) (6), (b) (7)(C	
(b) (6), (b) (7)(C)				
his employ	vment was being termi	inated for performa	nce and that it was	not working.
(b) (6), (b) (7)(C)	the separation	paperwork and the	n (b) (6), (b) (7)(C)	escort
(b) (6), (b) (7)(C)	office to gather	personal property a	and escort from	n the building.
(b) (6), (b) (7)(C) phone c	all from (b) (6), (b) (7)(C	within minutes aft	ter (b) (6), (b) (7)(	C)
saying that (b) (6), (b) (7)				
put bag. (b) (6	i), (b) (7)(C)	make su	ire that no compan	y property
leaves and to stay	until exits the	e building.		

(b) (c) (b) (7)(c) said that (b) (5), (b) (6), (b) (7)(C)

Interview of (b) (6), (b) (7)(C)

OIG asked (b) (6). (b) (7)(C) about the papers (0)(0) (0)(7)(C) attempted to place in backpack. Stated that the documents were reviewed and many of them appeared to have been company records. Or (0)(7)(C) some of the documents related to (b) (5) and were probably confidential or proprietary. (b) (6), (b) (7)(C) did not know whether or not the documents (b) (6), (b) (7)(C) were classified.

#### Department of Justice Prosecution Declination

On March 17, 2015, OIG discussed the case with the Fraud and Public Corruption Unit of U.S. Attorney's Office for the District of Columbia. Assistant U.S. Attorney Ellen Chubin Epstein declined to prosecute MPA Bellini in lieu of administrative remedies (see Exhibit 5).

# SUMMARY OF FINDINGS

OIG initiated an investigation upon receipt of a request from USAID OIG ADIG Trujillo to determine whether (0)(0)(0)(0)(0)(0)) provided false statements in connection with a background investigation into his eligibility for a Top Secret security clearance with access to Sensitive Compartmentalized Information.

OIG's investigation disclosed that (b)(0), (b)(7)(C) was terminated from his previous employment with (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) On that date, he was escorted to his office.

told to pack his things, and was prohibited from using the company telephone or computer systems before being escorted from the building.

(b) (6), (b) (7)(C) , the company cited his "declining performance, unprofessional conduct, and numerous allegations by female employees that [he] engaged in inappropriate behavior" as the reasons for his termination.

(b) (6), (b) (7)(C) certified in a security questionnaire that he filled out for USAID that he was "laid off from job (b) (6), (b) (7)(C) When he was asked to specify the reason, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) "Management's decision."

When he was interviewed by USAID (b) (6), (b) (7)(C) , he provided a written statement, which claimed he (b) (6), (b) (7)(C)

"was not laid off for disciplinary problems or unfavorable

conditions."

In a sworn statement to OIG, (b) (6), (b) (7)(C) provided the above answers to USAID (b) (6), (b) (7)(C) after discussing the matter with an attorney. (b) (6), (b) (7)(C) denied that he was terminated because he disagreed (b) (6), (b) (7)(C) stated reasons for his release.

John S. Warren Assistant Inspector General for Investigations

onquin Ferrao

Deputy Inspector General

Kathy A Buller Inspector General



#### SYNPOSIS

The OIG investigation established that CD field failed to refer to OIG an allegation that a PC/SHE (2017) Volunteer had sexually assaulted one or more HCNs. CD field told OIG that was unaware at that time that the matter should have been referred to OIG. Approximately two weeks later CD attended Overseas Training (OST), at which time was provided additional information regarding the processing of complaints involving staff and Volunteer wrongdoing. By that time, however, the complaint involving PCV from the been investigated by post's staff, corrective action had been administered to PCV from the matter was considered closed. In (b) (b) (7)(C) CD from learned that the original allegation against PCV from the should have been referred to OIG, and fid so.

The investigative findings were provided to Inspector General Kathy Buller (IG Buller) on (b) (c), (b) (7)(C) and OIG senior staff will brief PC senior staff on those findings as they relate to training. No further investigative support is required.

#### NARRATIVE

#### Allegation

Date:

4/15/16

191114

On (b) (6). (b) (7)(C), CD and an infield OIG and office had received an allegation in the and and that that PCV and an infield several host country national (HCN) teachers in (b) (7)(C). (b) (6) at a Peace Corps-sponsored training conference (Exhibit 1).

#### Investigative Activities

<sup>1</sup> See OIG Case Number for additional details related to this allegation. <sup>2</sup> See OIG Case Number for additional details related to this allegation. In **CD** attend OST. While attending OST learned additional information regarding the handling of complaints noted that the training was not clear on post's responsibility to report allegations that Volunteers sexually assault HCNs. admitted that was likely informed that such an allegation should have been referred to OIG and he may have "missed it."

CD said became aware of responsibility under MS 861 to refer the sexual assault allegation to OIG in (b) (6), (b) (7)(C) and did so. The allegation was not deliberately concealed from OIG or Region staff (Exhibit 2).

#### Findings

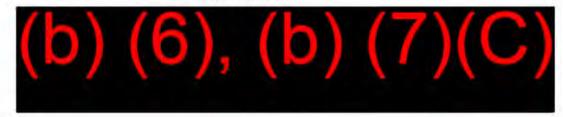
The investigation established that CD **and a** failed to report an allegation of sexual assault by a Volunteer to OIG. CD **and a** said **a** continued the course of action initiated by **b** predecessor, CD **and a** received additional training on the handling of allegations a few weeks later during OST; however, **b** stated that it remained unclear to whom **b** would report an allegation of sexual assault by a Volunteer upon a HCN. **b** referred the allegation to OIG when **b** became aware of **b** responsibility to do so. OIG found no evidence that **b** deliberately concealed the allegation from OIG or Region staff.

The investigative findings were provided to IG Buller, and OIG senior staff will brief PC senior staff on those findings as they relate to training. No further investigative support is required.

#### EXHIBIT LIST

Exhibit 1

Exhibit 2





# SUMMARY INVESTIGATIVE REPORT



Case Number (01(6), (0) (7)(C) POST: Headquarters

#### SYNPOSIS

On (b) (6), (b) (7)(C) the Investigative Unit of the Peace Corps Office of Inspector General (OIG) initiated investigative activities is support of an ongoing OIG audit. Peace Corps provides medical insurance to Peace Corps Volunteers and has a contract with Seven Corners, Inc. (Seven Corners) to process its medical claims.<sup>1</sup> The OIG audit uncovered a potential false claim submitted by Sevens Corners in for nearly \$180,000 that related to a medical claim paid by Medicare (another government entity). After being questioned by auditors, Seven Corners submitted an adjusted bill in one to resolve the previous billing error. While the investigation confirmed that a false claim was submitted in the billing error was corrected , and the investigation found that the false billing was an isolated event. in

On (b) (6), (b) (7)(C) OIG issued a Management Advisory Report (MAR) entitled "Peace Corps" Volunteer Health Care Administration Contract Should be Replaced." The MAR identified numerous problems with the Seven Corners contract, and provided detailed information about the billing error identified above.

The U.S. Department of Justice (DOJ) declined to prosecute the matter criminally, and DOJ Civil Division declined to pursue civil remedies. No further investigative support is required.

#### NARRATIVE

#### Allegation

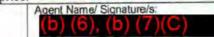
On (b) (6), (b) (7)(C) the Investigative Unit of the Peace Corps Office of Inspector General (OIG) initiated investigative activities is support of an ongoing OIG audit of the Seven Corners contract with Peace Corps (Exhibit 1).

#### Investigative Activities

According to an invoice dated (b) (6), (b) (7)(C), the University of California, Davis Medical Center (UCDMC) billed \$597,900.90 for providing services to Peace Corps Volunteer . Of the total billed, Medicare paid \$593,408 as primary insurer, the Estate of paid \$3,360, and Peace Corps paid the remaining \$1,132 through Seven Corners (Exhibit 2-3).

According to the contract between Peace Corps and Seven Corners, the Network Fee is a 30% commission Peace Corps agrees to pay Seven Corners on savings achieved by Seven Corners when processing medical claims for Peace Corps. Seven Corners achieves savings by using a contractor (Health Services International, Inc., a.k.a., HSI) to compare the bills submitted by medical services providers to the rates billed in its medical network. If the rates in its network are lower than the rates billed by the medical service provider, then HSI tries to negotiate a discount with the medical service provider. If negotiations are unsuccessful, Seven Corners refers the claims to Peace Corps at the agreed upon network price.







On (b) (6), (b) (7)(C) Seven Corners submitted a \$277,811 voucher to Peace Corps, which Peace Corps paid in full. \$211,467 of the voucher constituted a "Network Fee" for the month of (b) (6), (b) (7)(C) -- \$179,030.70 of which was charged for processing the UCDMC bill (Exhibit 4). Specifically, Seven Corners and HSI claimed a 30% commission for lowering the bill from \$597,900.90 to \$1,132. In other words, Seven Corners and HSI claimed a \$179,030.70 commission on the \$593,408 paid by Medicare and the \$3,360.00 paid by the Estate. Neither of them, however, negotiated the payments by Medicare or the Estate. Therefore, the \$179,030.70 "savings" fee presented to Peace Corps is a false claim.

As a result of Seven Corner's billing practice, the charges billed to the government (Medicare and the Peace Corps) exceeded the hospital's original bill by 30 percent. This resulted in total charges to the U.S. government of nearly \$774,000 (see Table below).

93,409 \$593,409
4.44
,360 -
,132 1,132
9,031 179,031

#### **Claim Billing and Payment History**

\*Amounts rounded to nearest dollar.

OIG Audit made initial inquiries into this matter in late (b) (6), (b) (7)(C). Because Seven Corners and HSI failed to voluntarily produce information needed for the audit, OIG issued subpoenas and and an and (b) (6), (b) (7)(C) to Seven Corners and HSI, respectively. OIG subsequently issued subpoenas and an and an automatic on (b) (6), (b) (7)(C) to HSI and Seven Corners, respectively, seeking supplemental information (Exhibits 5-8).

Subsequent to OIG inquiries on this transaction, Seven Corners and/or HSI later contacted UCDMC staff and Medicare to adjust their billings without appraising Peace Corps or OIG of their activities, in an apparent attempt to correct their previously submitted false claim.

OIG learned that UCDMC had credited Medicare for the full amount originally billed and HSI re-negotiated the hospital charges. By letter dated (b) (6), (b) (7) (C) UCDMC advised HSI that it agreed to accept \$65,298 as payment in full for billed charges of \$612,791 (revised), minus the previous payment of \$1,132. Other information indicated Seven Corners earned a re-calculated 30% commission fee of \$164,248 derived from Subcontractor-reported savings of \$547,493. Seven Corners issued a credit to Peace Corps for the difference between the original unearned commission fee charged (\$179,030.70) and the revised commission fee (\$164,248). As of Peace Corps has been fully reimbursed (Exhibits 9-10).

Findings

OIG determined that Seven Corners submitted a false claim to Peace Corps in the amount of \$179,030.70. After OIG auditors questioned the original billing, Seven Corners submitted an adjusted bill in (b) (6), (b) (7)(C) that corrected the billing error.

On (b) (6), (b) (7)(C)OIG notified the agency of multiple concerns related to the Seven Corners contract, to include Seven Corner's submission of the false claim. DOJ declined to take criminal or civil action related to this matter. No further investigative support is required.



EXHIBIT LIST