

Memorandum of Understanding between the
U.S. Department of Justice, Civil Rights Division
and the
U.S. Department of Housing and Urban Development, Office of Inspector General
Regarding Investigations of Sexual Harassment, Assault, and Misconduct in Housing

This Memorandum of Understanding (MOU) between the Civil Rights Division of the U.S. Department of Justice (DOJ) and the U.S. Department of Housing and Urban Development Office of Inspector General (HUD OIG) sets forth the mutual understanding between DOJ and HUD OIG (collectively, the Agencies) regarding the Agencies' efforts to address and prevent sexual harassment, assault, and misconduct related to the provision of HUD-assisted housing.

I. Purpose

This MOU establishes a framework for consultation, information sharing, and mutual assistance in civil, criminal, and administrative enforcement of the Housing Act, 42 U.S.C. §§ 3601, *et seq.* and other federal laws governing sexual harassment, assault, and misconduct related to the provision of HUD-assisted housing.

II. Authority

This MOU is entered into pursuant to authorities applicable to the Agencies, including:

- 5 U.S.C. § 401, *et seq.*
- The Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*
- The Equal Credit Opportunity Act, 15 U.S.C. §§ 1691, *et seq.*
- The Violence Against Women Act Reauthorization Act of 2022, Housing Rights Subpart, 34 U.S.C. §§ 12491-12496.
- All applicable provisions of title 18 of the United States Code.
- System of Records Notice (SORN) OIG/GIP.01, Investigative Files of the Office of the Inspector General, 78 Fed. Reg. 8567 (February 6, 2013).¹
- System of Records Notice (SORN) OIG/GIP.02, Auto Investigation and Case Management Information Subsystem (AI/CMISS), 78 Fed. Reg. 8569 (February 6, 2013).

¹ Among other routine uses, OIG/GIP.01 and OIG/GIP.02 permit HUD OIG to disclose records contained in investigative files or AI/CMISS, respectively, that indicate a potential violation of criminal, civil, or regulatory law to the appropriate federal, state, or local agency charged with investigating or prosecuting or enforcing such statute, rule, or regulation.

- System of Records Notice (SORN) JUSTICE/CRT-001, Central Civil Rights Division Index File and Associated Records, 68 Fed. Reg. 47610 (August 11, 2003).²
- System of Records Notice (SORN) JUSTICE/CRT-003, Civil Rights Interactive Case Management System (ICM), 68 Fed. Reg. 47610 (August 11, 2003).

III. Interagency Coordination

1. The Agencies agree to cooperate on enforcement matters subject to this MOU, including, but not limited to, sharing information on specific targets or identifying geographic locations from which a high number of complaints about sexual harassment, assault, and misconduct in HUD-assisted housing originate.
2. The Agencies agree to notify each other in advance, whenever possible, of major enforcement actions subject to this MOU, for deconfliction purposes. When an Agency is aware that the other agency is investigating and/or conducting enforcement activities on the same target(s), it must coordinate or deconflict its activities with the other Agency.
3. Where appropriate, the Agencies may engage in joint investigations, criminal enforcement, or administrative or civil enforcement actions regarding sexual harassment, assault, and misconduct related to the provision of HUD-assisted housing.
4. The Agencies may engage in parallel investigations. Parallel proceedings memoranda that govern how the respective investigations are conducted should be used when appropriate.
5. Interagency coordination subject to this MOU may also include, for example, providing the assistance of experts and evidence.

IV. Information Sharing

1. The Agencies have authority to share information as expressly permitted by the authorities identified in Section II of this MOU.

² Among other routine uses, JUSTICE/CRT-001 and JUSTICE/CRT-003, respectively, permit the Civil Rights Division to disclose records contained in investigative files that indicate a violation or potential violation of criminal, civil, or regulatory law to the appropriate federal, state, or local agency charged with investigating or prosecuting such violation or enforcing such statute, rule, or regulation.

2. The Agencies may request information from each other to assist in enforcement actions subject to this MOU. These requests may be transmitted telephonically or electronically. Time frames for responding to such requests will be agreed upon on a case-by-case basis.
3. The Agencies agree that the decision to share or exchange such information may be made at the discretion of the Agency in possession of the information.
4. Each Agency acknowledges, except for situations where DOJ or HUD OIG attorneys must comply with discovery obligations, that there may be information that is not shared.
5. Each Agency acknowledges that information sharing may be restricted if doing so would adversely affect an ongoing criminal investigation or if a court order prevents the sharing of such information.
6. The Agencies agree that the information to be shared may include confidential information, such as personally identifiable information (PII), information learned from confidential informants, and information from open investigations, provided that sharing such information does not impede any ongoing investigation. Each Agency that discloses PII must take reasonable efforts to ensure that the information disclosed is accurate, complete, timely, relevant, and disclosed in a manner that is compliant with existing laws, regulations, and agency policies.
7. The Agencies agree to maintain written records of all information shared with the other Agency under this MOU.
8. The Agencies agree to share resources, materials, and work product, to the extent permitted by law, and not otherwise prohibited by any agreement(s) executed by either Agency. Such resources, materials, and work product, hereinafter referred to as “Covered Material,” includes the following information, as well as information derived therefrom, and information jointly or individually created from the shared Covered Material:
 - a) Reported allegations of sexual harassment, assault, or misconduct that may relate to the provision of HUD-assisted housing;
 - b) Personally Identifiable Information (PII)³ of individuals who may have information relevant to the Agencies’ respective investigations;

³ “Personally Identifiable Information” means information that can be used to distinguish or trace an individual’s identity (such as their name, social security number, biometric records, etc.) either alone or when combined with

- c) Information related to HUD-assisted housing programs;
 - d) Documents, drafts, notes, memoranda, and analysis related to the Agencies' respective investigations;
 - e) Any other materials related to potential judicial or administrative enforcement actions arising out of the Agencies' respective investigations; and,
 - f) Any other confidential information that the Agencies create or acquire in the performance of their respective investigations.
9. The Agencies further agree to keep each other informed of enforcement actions subject to this MOU to the extent practicable. To this end, the Agencies agree:
- a) To conduct regular meetings to discuss enforcement activities and actions; and
 - b) To conduct, as appropriate, workshops or training involving enforcement personnel.
10. Any information shared between the Agencies shall be used for official purposes only. The Agencies further agree that dissemination of shared information may only be used for purposes consistent with existing law.

V. Confidentiality of Covered Material

1. All Covered Material shared pursuant to this MOU belongs to, and shall remain the record or property of, the Agency providing the Covered Material (the Providing Agency).
2. All information exchanged between the Agencies under this MOU shall be exchanged in accordance with applicable laws, regulations, and policies, and the information security guidelines of the Providing Agency with respect to any information that is deemed PII. The Agencies agree to establish and maintain physical, electronic, and procedural safeguards to appropriately protect the Covered Material that may be shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying, use, modification, or deletion.

other personal identifying information that is linked or linkable to a specific individual (such as date and place of birth, mother's maiden name, etc.), including without limitation any information so designated by the Providing Agency.

- a. In addition, PII must be protected by administrative, technical and physical safeguards appropriate to the sensitivity of the information. In accordance with Office of Management and Budget Memorandum 17-12 (OMB M-17-12), breach of PII is defined to include “the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purpose.” In the event either Agency becomes aware of a breach of PII, that Agency shall notify the other immediately by phone and email, and shall collaborate with the other while complying with applicable breach notification policies and procedures, including OMB M-17-12.
3. To the extent permitted by applicable law and in accordance with the regulations of the Providing Agency, the Agencies shall maintain the confidentiality of all Covered Material obtained pursuant to this MOU and will use the Covered Material exclusively in furtherance of their shared law enforcement mission.
4. Unless the Providing Agency consents in writing, the Receiving Agency may only disclose Covered Material of the Providing Agency as necessary to the Receiving Agency’s officers, employees, agents, contractors, consultants, or experts (personnel) who are directly engaged in one of the Receiving Agency’s investigations of or enforcement activities pertaining to sexual harassment, assault, and misconduct related to the provision of HUD-assisted housing. Each Agency must inform its personnel who are provided access to such Covered Material of their responsibilities under this MOU. Unless the Providing Agency consents in writing, the Receiving Agency shall not voluntarily disclose any Covered Material of the Providing Agency to any other third party, including, but not limited to, the public in connection with a proceeding or determination related to an administrative or civil action or investigation taken by the Receiving Agency.
5. Unless prohibited by law or otherwise provided in this MOU, the Receiving Agency shall:
 - (i) promptly notify the Providing Agency in writing of any legally enforceable demand or request for any Covered Material of the Providing Agency (including, but not limited to, a subpoena, court order, discovery request in litigation, request pursuant to the Freedom of Information Act, or request by the U.S. Government Accountability Office) and provide the Providing Agency with a copy of such demand or request. In addition, the Receiving Agency shall:

- (A) in the case of a request made pursuant to the Freedom of Information Act, 5 U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, or any state analogue to such statutes, advise the requester that: (1) The confidential information sought may not be disclosed insofar as it is the property of the Providing Agency; and (2) Any request for the disclosure of such confidential information is properly directed to the Providing Agency pursuant to its applicable rules and regulations;
 - (B) in the case of all other types of demands or requests, consult with the Providing Agency before complying with the demand or request, provide the Providing Agency a reasonable opportunity to respond to the demand prior to complying with the demand or request, assert all reasonable and appropriate legal exemptions or privileges on behalf of the Providing Agency as the Providing Agency may request be asserted, and consent to application by the Providing Agency to intervene in any related action for the purpose of asserting and preserving any claims of privilege or confidentiality with respect to that Agency's Covered Material;
 - (ii) not grant any other demand or request for the Providing Agency's Covered Material or furnish it to any third party, make public any portions of the information or make public use of the information, unless the Receiving Agency has given prior written notice to the Providing Agency and the Providing Agency has not objected within ten (10) business days; and,
 - (iii) adhere to the requirements of federal law governing disclosure for confidential information by a federal government agency, including the Privacy Act, 5 U.S.C. § 552a, and the Freedom of Information Act, 5 U.S.C. § 552.
6. Nothing in this MOU shall prevent an Agency from complying with its discovery obligations or an order of a court of the United States compelling production of the Providing Agency's Covered Material or, if compliance is deemed compulsory, a request or demand from a duly authorized committee of the United States Senate or House of Representatives. To the extent permitted by law, the Receiving Agency shall notify the Providing Agency of the order, request, or demand, and shall consult with the Providing Agency on the response to such order, request, or demand. The Receiving Agency shall use its best efforts to ensure that the requestor is subject to an appropriate protective order or, if the requestor is a legislative body, use its best efforts to obtain the commitment of the legislative body to maintain the confidentiality of the information.

7. The Agencies agree that sharing Covered Material pursuant to this MOU will not constitute public disclosure and in no way constitutes a waiver of confidentiality, the work product doctrine, or of any other applicable privileges, including the examination, deliberative process, law enforcement, or common interest privileges, or waives or alters any provisions of any applicable laws relating to Covered Material. The Agencies expressly reserve all evidentiary privileges and immunities applicable to the information shared under this MOU. The Agencies agree and acknowledge that the common interest privilege established by this MOU is held jointly by both Agencies, and, further, the Agencies agree to consult each other regarding any changed circumstances that might impact this privilege.
8. The confidentiality obligations established by this MOU shall remain in full force and effect, without regard to whether the MOU is terminated pursuant to Section VII and without regard to whether the Agencies' respective investigations are terminated in any way, including final judgment by a court or settlement.

VI. General Provisions

1. This MOU terminates and supersedes any prior agreement or MOU between the Agencies relating to sexual harassment, assault, and misconduct related to the provision of HUD-assisted housing, including any addenda thereto. Any newly signed replacement MOU must explicitly supersede this MOU.
2. The policies and procedures set forth in this MOU are intended exclusively for the guidance of federal government personnel. This MOU is not intended, and may not be relied upon, to create, modify in any way, or terminate any rights, duties, or obligations, whether substantive or procedural, which may be enforced by any person, judicially or otherwise. The Agencies reserve the right to change the terms of this MOU without prior public notice.
3. The Agencies agree that this MOU does not affect their existing authorities under other laws or regulations.
4. Nothing in this MOU is intended to conflict with current law. If any term of this MOU is inconsistent with any applicable law, then that term shall be invalid, but the remainder of this MOU shall remain in full force and effect.

5. Each Agency has the full right, power, and authority to enter and perform this MOU. Neither Agency is a party to any agreement or understanding that would conflict with this MOU.
6. No rights or obligations under this MOU may be assigned or subcontracted by either Agency without the prior, written consent of the other Agency. Any other attempted assignment or subcontract shall be null and void.
7. It is not the Agencies' intent to create a partnership, joint venture, principal-agent, or other relationship. This MOU shall not be construed as establishing any of these relationships between the Agencies. Neither Agency may be held liable for any act or omission of the other Agency. Neither Agency is authorized or has the right to obligate the other Agency by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided in this MOU.
8. The Agencies expressly agree that, because they have each had input in drafting this MOU, this MOU shall therefore be deemed drafted equally by both Agencies.

VII. Modification and Termination

1. The Agencies may modify this MOU by written agreement, signed by authorized representatives of both Agencies. Electronic signatures are acceptable.
2. The Agencies may terminate this MOU at any time. Any such termination will take effect seven (7) calendar days after an Agency's receipt of the other Agency's written intention to withdraw from this MOU.

VIII. Funding

This MOU does not obligate any funds. Each Agency shall remain responsible for its own costs to perform its responsibilities under this MOU. All responsibilities herein are subject to the continued availability of funds.

IX. Dispute Resolution

The Agencies agree that, if any disagreement arises under this MOU, they will attempt to resolve their differences at the level at which they have arisen. Should that attempt fail, the Agencies agree to elevate the issue for resolution by their appropriate supervisory officials.

X. Whistleblower Protection

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute, regulation, or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders, regulations, and statutes are incorporated into this MOU and are controlling.

XI. Points of Contact

Information requests subject to this MOU shall be made through the following points of contact:

1. DOJ: Erin Meehan Richmond, Trial Attorney, Sexual Harassment Counsel and Coordinator, erin.richmond@usdoj.gov
2. DOJ: Maura White, Senior Sex Crimes Counsel, Criminal Section, maura.white@usdoj.gov
3. HUD OIG: Khela Vazquez, Senior Special Agent, KVazquez@hudoig.gov

The Agencies agree to update each other with any changes to the points of contact above, and to keep each other advised of the names of their officials charged with carrying out the provisions of this MOU.

U.S. DEPARTMENT OF JUSTICE,
CIVIL RIGHTS DIVISION

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT, OFFICE OF
INSPECTOR GENERAL

By 

KRISTEN CLARKE
Assistant Attorney General

By 

RAE OLIVER DAVIS
Inspector General

Date: 10/23/2024

Date: 10/9/2024