VICTIM ADVOCATE AND SUPERVISOR STATEMENTS OF UNDERSTANDING

PRIVACY ACT STATEMENT

AUTHORITY: Section 301 of Title 5 U.S.C. and Chapter 55 of Title 10 U.S.C.

PRINCIPAL PURPOSE(S): Information on this form will be used to document elements of the sexual assault response and/or reporting process and comply with the procedures set up to effectively manage the sexual assault prevention and response program.

ROUTINE USE(S): None.

DISCLOSURE: Completion of this form is voluntary; however, failure to complete this form with the information requested impedes the effective management of care and support required by the procedures of the sexual assault prevention and response program.

1. VICTIM ADVOCATE STATEMENT OF UNDERSTANDING

I, *(Full name)* _____, have volunteered, been assigned, or hired to be a Sexual Assault Victim Advocate. *(Initial those that apply to your category and mark "NA" to those that do not.)*

a. ALL VICTIM ADVOCATES

INITIALS	
	(1) I understand that as a victim advocate I will handle confidential information of a personal nature.
	(2) In restricted reporting, I understand and agree that it is my responsibility to keep all oral, written or electronic communications amongst the victim, myself, and the Sexual Assault Response Coordinator (SARC) confidential, unless the victim authorizes disclosure in writing or another exception applies. In unrestricted reporting, I understand and agree with the above unless there is a request from someone with an official need to know.
	(3) I understand that improper disclosure of any communications, whether under restricted or unrestricted reporting, will result in removal as a victim advocate and may also result in disciplinary actions under the Uniform Code of Military Justice, or other adverse personnel or administrative actions.
	(4) I understand that any time I am performing duties in support of victim advocacy, I report directly to a Sexual Assault Response Coordinator (SARC).
	(5) I understand I may be on call and required to respond in person when on call. I acknowledge that if I am unable to be reached or do not respond while on call, I can be removed as a victim advocate.
	(6) I understand I am expected to attend or participate in monthly case management meetings for any case for which I am the assigned victim advocate.
	(7) I understand that, if a case proceeds to an Article 32, UCMJ investigative hearing or a court-martial, I may have to accompany the victim during the duration of the hearing/trial. I understand that I may be called to testify in such a hearing.
	(8) Prior to my serving as a victim advocate, I understand that I am required to complete all required Victim Advocate training.

b. ADDITIONAL AGREEMENTS FOR VOLUNTEER SERVICE AND COLLATERAL DUTY

	(1) I understand that this collateral duty may impact my normal duty responsibilities.
	(2) I understand that a Sexual Assault Response Coordinator (SARC) will discuss my collateral duty as a victim advocate with my Supervisor prior to my serving as a Victim Advocate.
	(3) I understand that voluntary service to be a victim advocate to provide assistance to victims of sexual assault does not include the provision of counseling services to victims.

b. ADDITIONAL AGREEMENTS FOR VOLUNTEER SERVICE *(Continued)*	
INITIALS	
	(4) I understand that there is no monetary compensation for this service. Volunteers accrue no rights, privileges, or benefits of Federal employment, other than: Subchapter I of Chapter 81 of Title 5, United States Code (work related injuries compensation); Section 2733 of Title 10, United States Code; Chapter 171 of Title 28, United States Code (damages or loss claims); Section 522a of Title 5, United States Code (maintenance of records on individuals); Chapter 11 of Title 18, United States Code (conflicts of interest). Volunteers are not considered Federal employees for any other purpose (ensures compliance with Section 1588d of Title 10, United States Code).
	(5) I understand that volunteer service confers neither civil service status nor any entitlement to future employment with any Federal agency, department, or organization.
	(6) I understand that volunteer service may be terminated at any time at the discretion of the Service leadership.
	(7) I understand that volunteer service may not be used as an alternative to paid employment for the volunteer or any other person.

2. VICTIM ADVOCATE (VA)	
a. SIGNATURE	b. DATE *(YYYYMMDD)*

3. SUPERVISOR STATEMENT OF UNDERSTANDING	
	a. I understand if the VA is responding after duty hours on a case, it may impact his/her ability to report to work the following morning.
	b. I also understand that the VA may have to accompany victim to various other referral appointments, and if a case proceeds to an Article 32, UCMJ, investigative hearing or a court-martial, the VA may be absent from the work area for the duration of the hearing/trial.
	c. I understand that I will be informed of any absences from the work center as soon as possible.
	d. I understand the VA will not report any details of the case to me, nor will I ask them for any details.
	e. I understand the responsibilities of the VA and am willing to support them.
	f. If I should encounter any problems or concerns, I may contact the SARC.

4. SUPERVISOR		
a. PRINTED NAME *(Last, First, Middle Initial)*	b. SIGNATURE	c. DATE *(YYYYMMDD)*

5. SEXUAL ASSAULT RESPONSE COORDINATOR (SARC)	
a. SIGNATURE	b. DATE *(YYYYMMDD)*