



U. S. Department of Justice

Drug Enforcement Administration

JUL 03 2002

Mr. Chris Hoofnagle
Legislative Counsel
Electronic Privacy Information Center
1718 Connecticut Avenue, N.W.
Washington, D.C. 20009

Re: *Electronic Privacy Information Center v. Department of Justice, et al.*, U.S. District of Columbia, Case Number 02-0063 (CKK)

Dear Mr. Hoofnagle:

This is in response to your original Freedom of Information Act (FOIA) request to the Drug Enforcement Administration (DEA), dated June 22, 2001, with an attached Wall Street Journal article that mentioned the commercial enterprise ChoicePoint. Although your original request was for information regarding "all records relating to transactions, communications, and contracts concerning businesses that sell individuals' personal information." DEA notified you, by letter dated July 26, 2001, that the request did not "reasonably describe" records maintained by DEA

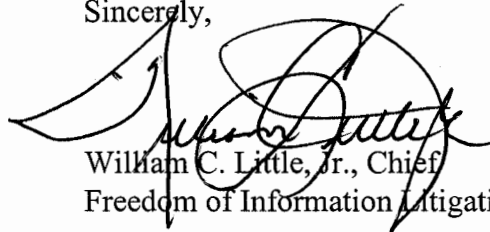
Although you alleged in your complaint filed in the District Court, on February 12, 2002, DEA did not receive your August 8, 2001, letter. However, in response to our telephone conversation on April 23, 2002, a copy of the August 8, 2001, letter was forwarded to DEA by facsimile transmission. Also, in this conversation we came to an understanding regarding the scope of your request, which was memorialized in a letter, dated May 15, 2002, forwarded to you to confirm our understanding. That understanding was that you are requesting copy(s) of current contract(s) between DEA and ChoicePoint. In addition, you were interested in obtaining current agency contract(s) with "Experian."

DEA conducted a search for all current contracts between DEA, and ChoicePoint and Experian. Please be advised that there are no current contract between DEA and ChoicePoint or Experian. ChoicePoint is available to DEA only by virtue of reimbursable agreements with the Department of Justice, Justice Management Division. As a result of our search, enclosed please find a copy of DEA current agreements that allows DEA access to ChoicePoint information. A total of 33 pages are being released to you with redactions.

The redacted portions of the released pages contain signatures of DEA and the Department of Justice (DOJ) personnel and agency accounting information. The redacted portions of the agreements are exempt pursuant to Freedom of Information Act, 5 U.S.C. § 552, exemptions (b)(6), and (b)(2). No segregable information is available, since the withheld material would result in comprehensible information being released.

Further DEA has located no information regarding Experian that is responsive to your request. The Atlanta, Georgia, based credit reporting company, merely submitted offers to provide services to DEA; however, there are no records that reflect or indicate acceptance. No other information responsive to your request was located.

Sincerely,



William C. Little, Jr., Chief
Freedom of Information Litigation

**U.S. Department of Justice
Reimbursement Agreement Between Agencies**

Bar Code

Parties to the Agreement:

Provider Agency			Customer Agency		
Provider Cost Center 0T0940100704	RCN 2166	RCN Description Automated Research Services	Customer Contact James Curtin	Phone (202) 307-7534	
Provider Contact Bernard Guerrero		Phone (202) 514-4537			
Customer Number		Customer Alias DEA-INTEL	DEA-02-P-046		
Provider Name JMD/IRM/Systems Technology Staff			Customer Name (If billing address is different, specify on reverse side.) DEA, Intelligence		
Address 500 First Street, NW, Suite 300			Address: 700 Army Navy Drive		
			Room West 10270		
City Washington	State DC	Zip 20530	City Arlington	State VA	Zip 22202

Duration:

This Agreement shall become effective **October 1, 2001** and shall continue through **September 30, 2002**

Provide the Following Services or Goods:

Brief explanation of work or services to be performed and basis for determining cost:

Access to the ChoicePoint Database. Customers will be billed based on actual charges (7 ports @ \$4,350/port/month) plus a 4% administration fee.

Customer agency agrees to use ChoicePoint data, which is the subject of this RA, in strict conformance with the Gramm-Leach-Bliley Act (U.S.C. Title 15). Customer agency understands and acknowledges that the ChoicePoint Services are governed by the IRSG (Individual Reference Services Group) Principles (see www.irsg.org) and that compliance to IRSG Principles extends to the Customer agency. Customer agency also understands and acknowledges that ChoicePoint has identified industry-specific appropriate uses for which its Services are to be used. Customer agency hereby agrees to state its appropriate use for any requested on-line information, prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of ChoicePoint Services.

<i>Estimated amount</i>
\$ 380,016.00

(Attach additional sheet for continuation of explanation, if necessary.)

Customer Financing:

(Customer agency will indicate accounting data to be charged by completing applicable blocks. Federal agencies will be billed by OPAC, except for billings among the OBDs and USMS, billings within an organization, and billings to the Department of Defense.)

Agency Location Code	Appropriation Symbol	Cost Center	YRegDoc	Obl Month	Obl SOC	Pay SOC
15110001	15211000					

Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block. Customers not using the FMIS may use this block to describe unique data required for their accounting system.)

(See reverse side of form.)

Approved for Provider Office:	Approved for Customer Office:
Organization Contracts Management Service	Organization Drug Enforcement Administration
Signature 	Signature Charlotte A. Saunders 2-13-02
Title Edward A. Moyer, Assistant Director	Title Deputy Assistant Administrator, FR

When intrafund billing data are manually submitted to the billing office, the Provider Intrafund Data block on the reverse side must be completed by the provider of the goods or service.

Provider Intrafund Data (For crediting revenues to the Provider)			
YRegDoc	Obligation Month October	Obligation SOC	Payment SOC
Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block.)			

Billing Address		
Name Drug Enforcement Administration		
Address 700 Army-Navy Drive		
Room W-10190		
City Arlington	State VA	Zip 22202
Contact James A. Curtin	Phone 202-307-7534	

Conditions of Agreement

1. Financing:

The charges for services shall include both direct and indirect costs applicable to the agreement. Advance payments are made on an estimated cost basis. If the estimated advance is different from the actual costs, proper adjustment (*refund or additional billing*) on the basis of the actual costs incurred shall be made upon completion of the work. (*The frequency of billing, such as monthly, quarterly, etc., must be stated in the narrative portion of the form.*)

2. Other Provisions:

Continuation of Agreement
with the Drug Enforcement Administration (DEA)

DEA AGREEMENT NO: DEA-02-P- 046

This Interagency Reimbursement Agreement (IRA) comprises the following additional documents as check-marked by DEA staff (DEA-FR):

- Continuation Pages -- explanation pages of services and goods.
- Determination and Findings -- certification that IRA/MIPR is warranted (DEA use only.)
- Memorandums of Understanding -- prerequisite provisions and conditions.
- Statement of Work -- supplemental for additional specifications.
- Contract -- third-party (piggyback) contract copy to provide ordered product(s).
- Other Document(s) specified by DEA-FR, FA or CC --
Memorandum dated October 9, 2001 from Edward Moyer, Assistant
Director, Systems Technology Staff, JMD, DOJ

The DEA official assigned the technical and fund monitoring responsibilities for this RA certifies that function through the statement below. **SEND BILLINGS AND INQUIRIES TO HIM/HER.**

I do hereby acknowledge acceptance of responsibility for the implementation and monitoring of this Interagency Reimbursement Agreement (IRA) or Military Interdepartmental Purchase Requisition (MIPR):

Signature of Responsible Official . . . :

Date of Acceptance

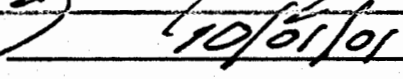
Printed Name of Official

Position Title

Office Address

Telephone Number





James A. Curtin

Chief of Management & Production Support Section

700 Army-Navy Drive, RM W-7268, Arlington, VA 22202

202-307-7534

The performing agency **MUST** adhere to the funding and time constraints governing the Appropriations of the IRA as entered on the face page. The respective funding limitations governing this IRA are check-marked below by DEA-FR:

Appropriation

Funding Account Prefix

~~1521100
Salaries and Expenses (One Year)~~

Agreement funding **MUST BE OBLIGATED** by both agencies before the end of the current fiscal year.

15X1100 - Salaries and Expenses (Until Expended) 2002B-

Funding expires on the date specified on the IRA face page. Projected un-obligated funds must be returned to DEA for de-obligation upon expiration of the agreement.

All other types:

- 15X1101 - Construction (Until Expended) 2002C-
- 15X5131 - Drug Diversion Control Fee (Until Expended) 2002D-
- 150/11100 - Two Years 2000/2001T-
- 151/21100 - Two Years 2001/2002Y-
- 152/31100 - Two Years 2002/2003E-
- 15X8602 - No Year (Until Expended) 2002Z-
- 159/2/11100 - Three Years 1999/2000/2001K-

Respective funding limitations for this type of IRA are specified by DEA-FR as follows:

The performing agency shall be liable for costs sustained because of improper use or failure to adhere to the above funding constraints.

Other Provisions

~~1. This IRA comprises an Economy Act (31 U.S.C. 1535 amended) transfer of funds, or by the following authorization as specified by DEA:~~

2. The performing agency must return an acceptance copy of this IRA with the original signatures of the person signing for DEA and an authorized official from the performing agency in order for the agreement to be legally binding.

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3. When an agency requires an advance of funds, quarterly expense reports **must** be provided to the customer and the Office of Finance, General Accounting Unit (FNRG). *Negative reports are required.* These quarterly expense reports should include the DEA IRA number. This number is located on the face of the IRA form.

- ~~4. This Agreement and corresponding documents are UNCLASSIFIED, unless they are specifically marked otherwise in accordance with Executive Order 12958 and CFR 5 U.S.C. 301.~~
5. The charges for services may include both direct and indirect costs.
6. This IRA should be amended when:
 - (a) funding requirement changes become known (increase, decrease, cancel);
 - (b) work requirements change; or
 - (c) performance dates require modification.
7. Advance payments or draws may be made on an estimated basis. If the estimated advance is different from actual costs, refund or additional billing adjustments should be made upon completion of the work through processing an amended agreement.
8. Billings, draws and payments can be made through either:
 - (a) U.S. Treasury automated fund transfer system (OPAC);
 - use DEA Agency Location Code (ALC): 15110001, with minimum specified billings.
 - or
 - (b) manual funding submissions.
 - use Form SF-1080, or equivalent billing forms.

- ~~9. Documents to support a billing should contain sufficient information to determine project progress and should be forwarded with the billing or immediately after fund transfer.~~

10. Reimbursable agreement number, purchase order number, or contract number **must** be on all OPAC billings.

11. Effective 10/01/01, all **OPAC** and **hard copy** bills submitted to DEA for payment **must** contain a fund cite (including document number), a DEA IRA number and adhere to the DEA requirements certified in the GOALS System. An example of these items as shown below:

(a) Fund Cite No: [REDACTED]

(c) DEA IRA No: DEA-02-P-000

12. All back-up documentation should be clearly labeled "OPAC DATA" and mailed to the Drug Enforcement Administration, Attn: Payment Unit, Room E-7001, 600 Army-Navy Drive, Arlington, VA 22202. To avoid a charge-back, back-up documentation **must** be received at DEA within 10 calendar days from the OPAC accomplished date.

13. If a credit is issued to correct a prior billing, the OPAC bill document reference number and the date of the OPAC bill which the credit is reversing **must** be indicated in the description field. If there is a purchase order number or reimbursement agreement number related to the credit, it should also be given.

14. For All training charges, a copy of the SF-182 **must** be mailed to DEA.

15. The name and number of an individual from the billing agency who can respond to questions regarding the billing **must** be provided.

16. If an OPAC charge is in fact an Advance based on estimated costs, the back-up documentation **must** be clearly stated. "Advanced Payment" **must** include the time frame for receiving expense reports, example: actual expense documentation will be provided on a quarterly basis until the advance is fully expended.

~~17. Failure to comply with the above requirements will result in a charge-back.~~

~~18. Final billing should be submitted not later than 30 days after expiration of the performance period. It should be notated as: **FINAL BILL**.~~

19. Special provisions are specified by DEA as:

**DETERMINATIONS AND FINDINGS
BY THE
CHIEF MANAGEMENT AND PRODUCTION SUPPORT**

FORWARD

Pursuant to the terms and conditions as may be agreed to by the Drug Enforcement Administration (DEA) and the U.S. Department of Justice (DOJ), and in accordance with the Economy Act, 31 U.S.C. 1535, James A. Curtin, Chief Management and Production Support, makes the following findings:

FINDINGS

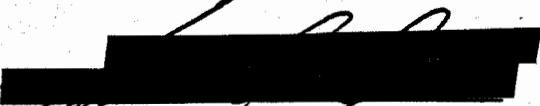
I find that in accord with DEA Chief of Intelligence Steven W. Casteel's approval, DEA will provide \$380,016.00 to the Department of Justice (DOJ), Justice Management Division (JMD), System Technology Staff (STS).

I find that this funding will be expended by STS for DEA's access to the Choicepoint Database. This funding is for DEA's 7 Ports of access to Choicepoint Database.

IT IS HEREBY DETERMINED

1. That the funds are available in the amount to support the requirement.
2. That payment to DOJ/JMD/STS will be in accordance with the statement of work.
3. That the ordering of such goods and/or services for DEA is in the best interest of the United States Government.
4. That DOJ/JMD/STS is able to provide or obtain by contract the ordered services and/or goods.
5. That DEA cannot as cheaply and/or conveniently acquire such services or goods from a commercial enterprise.

Therefore, having determined the above, the Chief Management and Production Support, DEA, hereby determines to provide STS with \$380,016.00


James A. Curtin
Chief Management &
Production Support

1/29/02
DATE

**U.S. Department of Justice
Reimbursement Agreement Between Agencies**

Bar Code

Parties to the Agreement:

Provider Agency*			Customer Agency		
Provider Cost Center OT0940100704	RCN 2165	RCN Description ChoicePoint	Customer Contact Alice Arnold	Phone (202) 307-7661	
Provider Contact Bernard Guerrero		Phone (202) 514-4537			
Customer Number		Customer Alias DEA-ASSET	DEA-02-P-00291		
Provider Name JMD/IRM/Systems Technology Staff			Customer Name (If billing address is different, specify on reverse side) Drug Enforcement Administration/DOA		
Address 500 First Street, NW, Suite 300			Address 600 Army Navy Drive Room E-11171		
City Washington	State DC	Zip 20530	City Arlington	State VA	Zip 22202

Duration:

This agreement shall become effective on 10/01/2001 and shall continue through 09/30/2002

Provide the Following Services or Goods:

Brief explanation of work or services to be performed and basis for determining cost:

Charges for STS provided access to the ChoicePoint Database for DEA, DOA, 20 Ports @ \$4,350 each month = \$87,000 X 12 months = \$1,044,000.
Customers will be billed monthly on actual charges plus a 4% administration fee.
Contract Number GS-22F9627D

AMENDED

(Attach additional sheet for continuation of explanation, if necessary.)

Estimated Amount \$ 1,085,760.00

Customer Financing:

(Customer agency will indicate accounting data to be charged by completing applicable blocks. Federal agencies will be billed by OPAC, except for billings among the OBDs and USMS, billings within an organization, and billings to the Department of Defense.)

Agency Location Code	Appropriation Symbol	Cost Center See Other Provisions	YRegDoo	Obl Month	Obl SOC	Pay SOC
15110001	1511100					

Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block. Customers not using the FMIS may use this block to describe unique data required for their accounting system.)

Approvals:

(See reverse side of form.)

Approved for Provider Office:		Approved for Customer Office:	
Organization DOJ/JMD/Systems Technology Staff		Organization Drug Enforcement Administration	
Signature Edward A. Moyer	Date 1-29-2002	Signature Frank Kalder	Date 12/12/01
Title Assistant Director		Title Chief Financial Officer	

* When intrafund billing data are manually submitted to the billing office, the Provider Intrafund Data block on the reverse side must be completed by the provider of the goods or service.

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**U.S. Department of Justice
Reimbursement Agreement Between Agencies**

Agency Code

Parties to the Agreement:

Provider Agency*			Customer Agency		
Provider Cost Center OT0940100704	RCN 2165	RCN Description ChoicePoint	Customer Contact Alice Arnold	Phone (202) 307-7661	
Provider Contact Bernard Guerrero		Phone (202) 514-4537			
Customer Number		Customer Alias DEA-ASSET	<i>DEA-02-P-002A1</i>		
Provider Name JMD/IRM/Systems Technology Staff			Customer Name (If billing address is different, specify on reverse side) Drug Enforcement Administration/DOA		
Address 500 First Street, NW, Suite 300			Address 600 Army Navy Drive Room E-11171		
City Washington	State DC	Zip 20530	City Arlington	State VA	Zip 22202

Duration:

This agreement shall become effective on 10/01/2001 and shall continue through 09/30/2002

Provide the Following Services or Goods:

Brief explanation of work or services to be performed and basis for determining cost:

Charges for STS provided access to the ChoicePoint Database for DEA, DOA, 20 Ports @ \$4,350 each month = \$87,000 X 12 months = \$1,044,000.
Customers will be billed monthly on actual charges plus a 4% administration fee.
Contract Number GS-22F9627D

IDED

(Attach additional sheet for continuation of explanation, if necessary.)

Estimated Amount \$ 1,085,760.00

Customer Financing:

(Customer agency will indicate accounting data to be charged by completing applicable blocks. Federal agencies will be billed by OPAC, except for billings among the OBDs and USMS, billings within an organization, and billings to the Department of Defense.)

Agency Location Code	Appropriation Symbol	Cost Center See Other Provisions	YRegDoc	Obl Month	Obl SOC	Pay SOC
15110001	1511100					

Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block. Customers not using the FMIS may use this block to describe unique data required for their accounting system.)

Approvals:

(See reverse side of form.)

Approved for Provider Office:		Approved for Customer Office:	
Organization DOJ/JMD/Systems Technology Staff		Organization Drug Enforcement Administration	
Signature Edward A. Moyer	Date	Signature <i>[Redacted]</i>	Date 12/18/01
Title Assistant Director		Title Chief Financial Officer	

When intrafund billing data are manually submitted to the billing office, the Provider Intrafund Data block on the reverse side must be completed by the provider of the goods or service.

Provider Intrafund Data (For crediting revenues to the Provider)			
YRegDoc	Obligation Month	Obligation SOC	Payment SOC
Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block.)			

Billing Address		
Name		
Drug Enforcement Administration, Asset Forfeiture Section		
Address		
600 Army Navy Drive		
City	State	Zip
Arlington	VA	22202
Contact	Phone	
Alice Arnold	202-307-7661	

Conditions of Agreement

1. Financing:

The charges for services shall include both direct and indirect costs applicable to the agreement. Advance payments are made on an estimated cost basis. If the estimated advance is different from the actual costs, proper adjustment (*refund or additional billing*) on the basis of the actual costs incurred shall be made upon completion of the work. (*The frequency of billing, such as monthly, quarterly, etc., must be stated in the narrative portion of the form.*)

2. Other Provisions:



Continuation of Agreement
with the Drug Enforcement Administration (DEA)


DEA AGREEMENT NO: DEA-02-P-002 A1

This Interagency Reimbursement Agreement (IRA) comprises the following additional documents as check-marked by DEA staff (DEA-FR):

- Continuation Pages -- explanation pages of services and goods.
- Determination and Findings -- certification that IRA/MIPR is warranted (DEA use only.)
- Memorandums of Understanding -- prerequisite provisions and conditions.
- Statement of Work -- supplemental for additional specifications.
- Contract -- third-party (piggyback) contract copy to provide ordered product(s).
- Other Document(s) specified by DEA-FR, FA or CC --

The DEA official assigned the technical and fund monitoring responsibilities for this RA certifies that function through the statement below. **SEND BILLINGS AND INQUIRIES TO HIM/HER.**

I do hereby acknowledge acceptance of responsibility for the implementation and monitoring of this Interagency Reimbursement Agreement (IRA) or Military Interdepartmental Purchase Requisition (MIPR):

Signature of Responsible Official. . . : 
Date of Acceptance. : 11/21/01
Printed Name of Official. : James R. Fitzgerald
Position Title. : Chief, Asset Forfeiture Section
Office Address. : 600 Army Navy Drive Drive, Arlington, VA 22202
Telephone Number. : 202-307-8555

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The performing agency **MUST** adhere to the funding and time constraints governing the Appropriations of the IRA as entered on the face page. The respective funding limitations governing this IRA are check-marked below by DEA-FR:

Appropriation

Funding Account Prefix

1521100 - Salaries and Expenses (One Year) 2002A-

Agreement funding **MUST BE OBLIGATED** by both agencies before the end of the current fiscal year.

15X1100 - Salaries and Expenses (Until Expended) 2002B-

Funding expires on the date specified on the IRA face page. Projected un-obligated funds must be returned to DEA for de-obligation upon expiration of the agreement.

All other types:

- 15X1101 - Construction (Until Expended) 2002C-
- 15X5131 - Drug Diversion Control Fee (Until Expended) 2002D-
- 150/11100 - Two Years 2000/2001T-
- 151/21100 - Two Years 2001/2002Y-
- 152/31100 - Two Years 2002/2003E-
- 15X8602 - No Year (Until Expended) 2002Z-
- 159/2/11100 - Three Years 1999/2000/2001K-

Respective funding limitations for this type of IRA are specified by DEA-FR as follows:

The performing agency shall be liable for costs sustained because of improper use or failure to adhere to the above funding constraints.

Other Provisions

1. This IRA comprises an Economy Act (31 U.S.C. 1535 amended) transfer of funds, or by the following authorization as specified by DEA:

2. The performing agency must return an acceptance copy of this IRA with the original signatures of the person signing for DEA and an authorized official from the performing agency in order for the agreement to be legally binding.

12

When an agency requires an advance of funds, quarterly expense reports **must** be provided to the customer and the Office of Finance, General Accounting Unit (FNRG). *Negative reports are required.* These quarterly expense reports should include the DEA IRA number. This number is located on the face of the IRA form.

4. This Agreement and corresponding documents are UNCLASSIFIED, unless they are specifically marked otherwise in accordance with Executive Order 12958 and CFR 5 U.S.C. 301.
5. The charges for services may include both direct and indirect costs.
6. This IRA should be amended when:
 - (a) funding requirement changes become known (increase, decrease, cancel);
 - (b) work requirements change; or
 - (c) performance dates require modification.
7. Advance payments or draws may be made on an estimated basis. If the estimated advance is different from actual costs, refund or additional billing adjustments should be made upon completion of the work through processing an amended agreement.
8. Billings, draws and payments can be made through either:
 - (a) U.S. Treasury automated fund transfer system (OPAC);
 - use DEA Agency Location Code (ALC): 15110001, with minimum specified billings.
 - or
 - (b) manual funding submissions.
 - use Form SF-1080, or equivalent billing forms.
9. Documents to support a billing should contain sufficient information to determine project progress and should be forwarded with the billing or immediately after fund transfer.
10. Reimbursable agreement number, purchase order number, or contract number **must** be on all OPAC billings.

Effective 10/01/01, all **OPAC** and **hard copy** bills submitted to DEA for payment **must** contain a fund cite (including document number), a DEA IRA number and adhere to the DEA requirements certified in the GOALS System. An example of these items as shown below:

(a) Fund Cite No: [REDACTED]
(c) DEA IRA No: DEA-02-P-000

12. All back-up documentation should be clearly labeled "OPAC DATA" and mailed to the Drug Enforcement Administration, Attn: Payment Unit, Room E-7001, 600 Army-Navy Drive, Arlington, VA 22202. To avoid a charge-back, back-up documentation **must** be received at DEA within 10 calendar days from the OPAC accomplished date.
13. If a credit is issued to correct a prior billing, the OPAC bill document reference number and the date of the OPAC bill which the credit is reversing **must** be indicated in the description field. If there is a purchase order number or reimbursement agreement number related to the credit, it should also be given.
14. For All training charges, a copy of the SF-182 **must** be mailed to DEA.
15. The name and number of an individual from the billing agency who can respond to questions regarding the billing **must** be provided.
16. If an OPAC charge is in fact an Advance based on estimated costs, the back-up documentation **must** be clearly stated. "Advanced Payment" **must** include the time frame for receiving expense reports, example: actual expense documentation will be provided on a quarterly basis until the advance is fully expended.
17. **Failure to comply with the above requirements will result in a *charge-back*.**
18. Final billing should be submitted not later than 30 days after expiration of the performance period. It should be notated as: **FINAL BILL.**
19. Special provisions are specified by DEA as:

Effective 10/01/01, all OPAC and hard copy bills submitted to DEA for payment must contain a fund cite (including document number), a DEA IRA number and adhere to the DEA requirements certified in the GOALS System. An example of these items as shown below:

(a) Fund Cite No:

DEA-02-P-000

(c) DEA IRA No:

12. All back-up documentation should be clearly labeled "OPAC DATA" and mailed to the Drug Enforcement Administration, Attn: Payment Unit, Room E-7001, 600 Army-Navy Drive, Arlington, VA 22202. To avoid a charge-back, back-up documentation must be received at DEA within 10 calendar days from the OPAC accomplished date.
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17. **Failure to comply with the above requirements will result in a *charge-back*.**
18. Final billing should be submitted not later than 30 days after expiration of the performance period. It should be notated as: *FINAL BILL*.
19. Special provisions are specified by DEA as:

MEMORANDUM OF UNDERSTANDING

Between

**The Department of Justice, Justice Management Division,
Systems Technology Staff**

and the

**Drug Enforcement Administration, Office of Domestic Operations,
Asset Forfeiture Section**

Subject: Drug Enforcement Administration (DEA), Asset Forfeiture Section (DOA) access to public information system services.

Introduction: The Systems Technology Staff (STS) provides common user telecommunications facilities and services to support departmental and component organizational activities, and establishes and maintains policy regarding the use of voice and data telecommunications. The STS recently negotiated lower per-port prices and an increase from 300 to 350 Discovery PLUS searches per port, for an effective decrease in cost of 19%.

Purposes: The STS is to provide access to public information through a commercial services provider to the DOA as designated by DEA.

Scope: This memorandum of understanding requires that the DOA be given access to the STS provided public information services. These services will be utilized through the duration date or until funds are exhausted at which time an evaluation will be conducted by DOA to determine the permanence and/or expansion of service.

Responsibilities

The STS will: Provide for the implementation and activation of the public information services; provide for initial public information services training at the designated DEA locations; provide monthly billing reports with invoices to the DOA and provide a central point of contact for DEA field office guidance on questions and problem resolution.

The DOA will: Provide funding in accordance with the Reimbursable Agreement: identifying the office locations; identify a technical point of contact at each office location; identify billing recipient and location; certify billing invoices; conduct an evaluation at the end of the duration

date or when funds are exhausted; and notify the STS as to the continuation and/or expansion of the service.

Support: Mutual assistance shall be provided at the DEA/DOA by Alice Arnold, telephone number (202) 307-7661 and at the DOJ/JMD/STS by Bernard Guerrero, telephone number (202) 514-4537.

[Redacted Signature]

Lawrence M. Gallina
Chief of Domestic Operations

11/29/01
Date

[Redacted Signature]

Joseph D. Keefe
Chief of Operations

11/29/01
Date

Edward A. Moyer
Assistant Director
Systems Technology Staff

Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0001	EFFECTIVE DATE 04-08-2002	4. REQUISITION/PURCHASE NO.	PROJECT NO. (If applicable) 1 1
6. ISSUED BY U.S. Department of Justice Procurement Services Staff 1331 Pennsylvania Ave. NW, Suite 1000 Washington, DC 20530	CODE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept of Justice 1331 Pennsylvania Ave. NW Suite 1400 Washington, DC 20530 Attn: Michael Jordan	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Choicepoint, Inc. 11350 Random Hills Road, Suite 240 Fairfax, VA 22030 Attn: [REDACTED]	()	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. 02-F-0484
		10B. DATED (SEE ITEM 11) 09-25-2001
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

()	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
✓	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) FAR 43.103(a)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See attached.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy M. Feeney	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

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02-F-0464
Modification 0001
Page 2

I. PURPOSE

The purpose of this modification is to update, per ChoicePoint's letter of April 3, 2002, the DOJ Order to include several products and services on ChoicePoint's General Services Administrator (GSA) Schedule, Contract Number: GS-23F-0387K.

II. CONTRACT SECTIONS MODIFIED

The attached Pricing Schedules C, D, E and F are added to the order.

III. OTHER CONSIDERATIONS

No other areas in the contract are revised by this modification.

IV. CONTRACT COST/PRICE INCREASE/DECREASE

N/A

V. CONTRACT COST/PRICE SUMMARY

A. Contract Term:	9/25/01 - 7/31/05	
B. Contract Type:	BPA	
C. Original Contract Value:		\$67,000,000.00
D. Revised:		N/A
E. Obligations as of 4/8/02:		\$11,000,000.00

END OF MODIFICATION

02-F-0464
Modification 0001**Pricing Schedule C****Workplace Solutions Pre-Employment Screening****Workplace Solutions Pre-Employment Screening**

Product	DOJ Price
Financial Report	\$ 8.10
Education Verification	\$ 10.80
Employment Verification	\$ 11.70
Reference Verification	\$ 9.90
Felony Check	\$ 14.40
Statewide Criminal Searches	\$ 14.40
Felony & Misdemeanor Check	\$ 22.50
Motor Vehicle Record	\$ 2.93
Workers' Compensation History	\$ 18.20
Military Record	\$ 31.50
State or Civil Litigation	\$ 23.85
Dtec (SSN Verification)	\$ 2.70
Professional Credential Verification	\$ 14.40

ChoicePoint provides package pricing for combinations of the elements listed above, which is negotiated on a case-by-case basis and dependent on the items required by each specific customer agency.

Volume discounting is available under the terms described in the attached GSA Schedule.

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Modification 0001

Pricing Schedule D

AutoTrackXP Online Public Record Data

AutoTrackXP offers Federal customers an additional interface for access to ChoicePoint's online public record information. ChoicePoint proposes adding AutoTrackXP to the DOJ order at the following per-unit prices:

Product	Price
Search	\$2.00
Link - Other Address	\$1.00
Link - Neighbor	\$1.00
Link - Other SSN	\$1.00
Smart Search	\$5.00
RT Phone Search	\$0.75
Basic Report	\$5.00
Natl Comp Report	\$10.00
Basic+Assoc Report	\$7.00
Natl Comp+Assoc Report	\$12.00
Business Comprehensive Report	\$15.00
DE Corps Business Search	\$10.00
DE Corps File Search	\$19.00
DE Corps Abstract Detail	\$9.00
Link IT	\$2.00
Provider Verification Search	\$1.50
Provider Business Report	\$7.00
Provider Individual Report	\$7.00
ABI Search	\$1.00
ABI Detail	\$1.00
ABI Detail Full	\$3.50
D&B Search	\$1.00
D&B Detail	\$1.10
D&B Detail Full	\$3.50
RT Vehicles	\$2.00
RT Drivers	\$2.00
Boats of the Nation	\$2.00
Corporations of the Nation	\$2.00
DEA Controlled Substance Licenses	\$2.00
Deed Transfers of the Nation	\$2.00
Drivers of the Nation	\$2.00
FAA Pilots and Aircraft	\$2.00
Faces of the Nation	\$2.00
FCC Marine Radio Licenses	\$2.00
Federal Employer Identification Numbers	\$2.00
Federal Firearms and Explosives Licenses	\$2.00
Liens, Judgements, and Bankruptcies	\$2.00
Professional Licenses of the Nation	\$2.00
Properties of the Nation	\$2.00
Significant Shareholder Records	\$2.00
Social Security Death Master Filings	\$2.00
UCC Liens of the Nation	\$2.00
US Military Personnel	\$2.00

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Product	Price
USCG Documented Vessels	\$2.00
Vehicles of the Nation	\$2.00
Boat Manufacturers	\$2.00
Trademarks	\$2.00
Address Profiles	\$2.00
Broward Cty FL Felonies and Misdemeanors	\$2.00
Broward Cty FL Warrants	\$2.00
Broward Cty FL Traffic Citations	\$2.00
FL Accidents	\$2.00
FL Attorneys	\$2.00
FL Banking Licenses	\$2.00
FL Beverage Licenses	\$2.00
FL Boat Registrations	\$2.00
FL Boating Citations	\$2.00
FL Closed Claims	\$2.00
FL Concealed Weapons	\$2.00
FL Condos and Co-ops	\$2.00
FL Convicted Felony Offenders	\$2.00
FL Day Care Licenses	\$2.00
FL Department of Education	\$2.00
FL Divorces	\$2.00
FL Driver Licenses	\$2.00
FL Handicapped Parking Permits	\$2.00
FL Hotel and Restaurant Licenses	\$2.00
FL Insurance Agents	\$2.00
FL Lab Licenses	\$2.00
FL Marriages	\$2.00
FL Money Transmitters	\$2.00
FL Notary Licenses	\$2.00
FL Nursing Licenses	\$2.00
FL Real Estate Licenses	\$2.00
FL Salt Water Product Licenses	\$2.00
FL Securities Dealers	\$2.00
FL Sexual Predators	\$2.00
FL Sweepstakes	\$2.00
FL Tangible Property	\$2.00
FL Tobacco Licenses	\$2.00
FL Unclaimed Property	\$2.00
FL Vehicle Registrations	\$2.00
FL Worker Compensation	\$2.00
FL Real Property	\$2.00
FL Medical Malpractice	\$2.00
Miami-Dade Cty FL Warrants	\$2.00
FL Statutes	\$0.00
Telephone Listings	\$2.00
RT Telephone Listings	\$2.00
Dallas Cty TX Criminal Histories	\$2.00
TX Beverage Licenses	\$2.00
TX Criminal Histories	\$2.00
TX Divorces	\$2.00
TX Hunting and Fishing Licenses	\$2.00
TX Marriages	\$2.00
TX Trademarks	\$2.00
TX Voter Registrations	\$2.00

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Modification 0001

GA Residents	\$2.00
NY Residents	\$2.00
OH Residents	\$2.00
OR Beverage Licenses	\$2.00

Additionally, ChoicePoint will offer DOJ customers flat-rate pricing for access to AutoTrackXP under a usage-based schedule. Customers wishing to obtain flat rate pricing for AutoTrackXP will be billed on a transactional basis for three months, under the pricing terms described above. After this three-month period, ChoicePoint will compute the average usage over the three-month period and apply a 10-30% discount (dependent on total volume) to this average to establish a monthly flat rate going forward. For example, if a customer agency averages \$10,000 in usage over the initial three-month period, ChoicePoint will charge a flat rate of \$7,000 per month for the duration of the customer's fiscal year. Flat rates will be renegotiated on an annual basis, dependent upon customer usage.

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U.S. Department of Justice Reimbursement Agreement Between Agencies

Bar Code

Parties to the Agreement:

Provider Agency*			Customer Agency		
Provider Cost Center OT0940100704	RCN 2167	RCN Description Automated Research	Customer Contact Ralph Partridge	Phone (202) 353-1172	CONTINGENT 2028 PM - 5 P. 2-41 DEPT. SVC.
Provider Contact Bernard Guerrero		Phone (202) 514-8375			
Customer Number		Customer Alias DEA/RET	DEA-02-P-069		
Provider Name JMD/IRM/Systems Technology Staff			Customer Name (If billing address is different, specify on reverse side) DEA/Tactical Enforcement Section		
Address 200 First Street, NW, Suite 300			Address 700 Army Navy Drive Room W-6348		
City Washington	State DC	Zip 20530	City Arlington	State VA	Zip 22202

Duration:

This agreement shall become effective on 10-01-2002 and shall continue through 04-30-2002

Provide the Following Services or Goods:

Brief explanation of work or services to be performed and basis for determining cost:

Access to the ChoicePoint Database. Customers will be billed based on actual charges (2 ports @ \$4,350/port/month) plus a 4% administration fee. Customer agency agrees to use ChoicePoint data, the subject of this RA, in strict conformance with the Gramm-Leach-Bliley Act (USC Title 15). Customer agency understands and acknowledges that the ChoicePoint Services are governed by the IRSG (Individual Reference Services Group) Principles (see www.irsg.org) and that compliance to IRSG Principles extends to the Customer agency. Customer agency also understands and acknowledges that ChoicePoint has identified industry-specific appropriate uses for which its services are to be used. Customer agency hereby agrees to state its

(Attach additional sheet for continuation of explanation, if necessary.)

Estimated Amount
\$ 63,336.00

Customer Financing:

(Customer agency will indicate accounting data to be charged by completing applicable blocks. Federal agencies will be billed by OPAC, except for billings among the OBDs and USMS, billings within an organization, and billings to the Department of Defense.)

Agency Location Code	Appropriation Symbol	Cost Center	YRegDoc	Obl Month	Obl SOC	Pay SOC
15110001	1521100	[REDACTED]				

Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block. Customers not using the FMIS may use this block to describe unique data required for their accounting system.)

Approvals:

(See reverse side of form.)

Approved for Provider Office:		Approved for Customer Office:	
Organization Contracts Management Service		Organization Drug Enforcement Administration	
Signature [REDACTED]	Date 4/8/02	Signature Charlotte A. Saunders	Date 4-2-02
Title Edward A. Moyer, Assistant Director		Title Deputy Assistant Administrator Office of Resource Management	

* When intrafund billing data are manually submitted to the billing office, the Provider Intrafund Data block on the reverse side must be completed by the provider of the goods or service.

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Reimbursement Agreement

Continuation of Explanation

...appropriate use for any requested on-line information, prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of ChoicePoint Services.

Provider Intrafund Data (For crediting revenues to the Provider)			
YRegDoc	Obligation Month	Obligation SOC	Payment SOC
0 90103	Monthly	2571	2571
Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block.)			

Billing Address		
Name		
Drug Enforcement Administration		
Address		
Tactical Enforcement Section		
700 Army Navy Drive		
City	State	Zip
Arlington	VA	22202
Contact	Phone	
Ralph W. Partridge	202-353-1178	

Conditions of Agreement

1. Financing:

The charges for services shall include both direct and indirect costs applicable to the agreement. Advance payments are made on an estimated cost basis. If the estimated advance is different from the actual costs, proper adjustment (*refund or additional billing*) on the basis of the actual costs incurred shall be made upon completion of the work. (*The frequency of billing, such as monthly, quarterly, etc., must be stated in the narrative portion of the form.*)

2. Other Provisions:

[REDACTED]

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Continuation of Agreement
with the Drug Enforcement Administration (DEA)

DEA AGREEMENT NO: DEA-02-P- 069

This Interagency Reimbursement Agreement (IRA) comprises the following additional documents as check-marked by DEA staff (DEA-FR):

- Continuation Pages -- explanation pages of services and goods.
- Determination and Findings -- certification that IRA/MIPR is warranted (DEA use only.)
- Memorandums of Understanding -- prerequisite provisions and conditions.
- Statement of Work -- supplemental for additional specifications.
- Contract -- third-party (piggyback) contract copy to provide ordered product(s).
- Other Document(s) specified by DEA-FR, FA or CC --

The DEA official assigned the technical and fund monitoring responsibilities for this RA certifies that function through the statement below. **SEND BILLINGS AND INQUIRIES TO HIM/HER.**

I do hereby acknowledge acceptance of responsibility for the implementation and monitoring of this Interagency Reimbursement Agreement (IRA) or Military Interdepartmental Purchase Requisition (MIPR):

Signature of Responsible Official. . . :



Date of Acceptance. :

3-13-02

Printed Name of Official. :

Ralph W. Partridge

Position Title. :

Chief, Tactical Enforcement Section

Office Address. :

700 Army Navy Drive, Arlington, VA 22202

Telephone Number. :

202-353-1178

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The performing agency **MUST** adhere to the funding and time constraints governing the Appropriations of the IRA as entered on the face page. The respective funding limitations governing this IRA are check-marked below by DEA-FR:

Appropriation

Funding Account Prefix

1521100
~~Salaries and Expenses (One-Year)~~ 2002A-

Agreement funding **MUST BE OBLIGATED** by both agencies before the end of the current fiscal year.

15X1100
Salaries and Expenses (Until Expended) 2002B-

Funding expires on the date specified on the IRA face page. Projected un-obligated funds must be returned to DEA for de-obligation upon expiration of the agreement.

All other types:

- 15X1101 - Construction (Until Expended) 2002C-
- 15X5131 - Drug Diversion Control Fee (Until Expended) 2002D-
- 150/11100 - Two Years 2000/2001T-
- 151/21100 - Two Years 2001/2002Y-
- 152/31100 - Two Years 2002/2003E-
- 15X8602 - No Year (Until Expended) 2002Z-
- 159/2/11100 - Three Years 1999/2000/2001K-

Respective funding limitations for this type of IRA are specified by DEA-FR as follows:

The performing agency shall be liable for costs sustained because of improper use or failure to adhere to the above funding constraints.

Other Provisions

~~1. This IRA comprises an Economy Act (31 U.S.C. 1535 amended) transfer of funds, or by the following authorization as specified by DEA:~~

2. The performing agency must return an acceptance copy of this IRA with the original signatures of the person signing for DEA and an authorized official from the performing agency in order for the agreement to be legally binding.

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3. When an agency requires an advance of funds, quarterly expense reports **must** be provided to the customer and the Office of Finance, General Accounting Unit (FNRG). *Negative reports are required.* These quarterly expense reports should include the DEA IRA number. This number is located on the face of the IRA form.

~~4. This Agreement and corresponding documents are UNCLASSIFIED, unless they are specifically marked otherwise in accordance with Executive Order 12958 and CFR 5 U.S.C. 301.~~

5. The charges for services may include both direct and indirect costs.

6. This IRA should be amended when:

- (a) funding requirement changes become known (increase, decrease, cancel);
- (b) work requirements change; or
- (c) performance dates require modification.

7. Advance payments or draws may be made on an estimated basis. If the estimated advance is different from actual costs, refund or additional billing adjustments should be made upon completion of the work through processing an amended agreement.

8. Billings, draws and payments can be made through either:

(a) U.S. Treasury automated fund transfer system (OPAC) ;

— use DEA Agency Location Code (ALC): **15110001**, with minimum specified billings.

or

(b) manual funding submissions.

— use Form SF-1080, or equivalent billing forms.

~~9. Documents to support a billing should contain sufficient information to determine project progress and should be forwarded with the billing or immediately after fund transfer.~~

10. Reimbursable agreement number, purchase order number, or contract number **must** be on all OPAC billings.

-
11. Effective 10/01/01, all OPAC and hard copy bills submitted to DEA for payment must contain a fund cite (including document number), a DEA IRA number and adhere to the DEA requirements certified in the GOALS System. An example of these items as shown below:

(a) Fund Cite No: [REDACTED]

(c) DEA IRA No: DEA-02-P-000

-
12. All back-up documentation should be clearly labeled "OPAC DATA" and mailed to the Drug Enforcement Administration, Attn: Payment Unit, Room E-7001, 600 Army-Navy Drive, Arlington, VA 22202. To avoid a charge-back, back-up documentation must be received at DEA within 10 calendar days from the OPAC accomplished date.

-
13. If a credit is issued to correct a prior billing, the OPAC bill document reference number and the date of the OPAC bill which the credit is reversing must be indicated in the description field. If there is a purchase order number or reimbursement agreement number related to the credit, it should also be given.

14. For All training charges, a copy of the SF-182 must be mailed to DEA.

15. The name and number of an individual from the billing agency who can respond to questions regarding the billing must be provided.

16. If an OPAC charge is in fact an Advance based on estimated costs, the back-up documentation must be clearly stated. "Advanced Payment" must include the time frame for receiving expense reports, example: actual expense documentation will be provided on a quarterly basis until the advance is fully expended.

-
- ~~17. Failure to comply with the above requirements will result in a charge-back.~~

-
- ~~18. Final billing should be submitted not later than 30 days after expiration of the performance period. It should be notated as: FINAL BILL.~~

19. Special provisions are specified by DEA as:
-
-

DETERMINATION AND FINDINGS**FORWARD:**

Pursuant to the terms and conditions as may be agreed to by the Drug Enforcement Administration (DEA) and the Department of Justice (DOJ), Justice Management Division, Telecommunications Services Staff, IRM, JMD and in accordance with the Economy Act, 31 U.S.C. 1535, DEA will obtain contract services through DOJ to enhance and maintain access to on-line commercial database services.

FINDINGS:

I find that the DEA has a continuing need to access on-line commercial database services in support of its Regional Enforcement Team (RET) initiatives.


I find that the DEA does not have the in-house capability to provide these services nor can DEA as efficiently or as inexpensively contract for these services.

I find that DOJ Telecommunications Services Staff, IRM, JMD has a contract with the ChoicePoint CDB Infotek (8330 Boone Boulevard, Suite 850, Vienna, Virginia 22182) in place to provide on-line commercial database services.

IT IS THEREFORE DETERMINED:

1. That the funds are available in the amount to support the requirement;
2. That ordering such a service for the DEA is in the best interest of the United States Government;
3. That DOJ Telecommunications Services Staff, IRM, JMD is able to obtain by contract the ordered services; and
4. That the DEA cannot as inexpensively and conveniently acquire such services from a commercial enterprise.

~~WHEREUPON, having made the above determination, I hereby determine that it is in the best interest of the United States Government for DEA to obtain the contract services through DOJ Telecommunications Services Staff, IRM, JMD upon such terms and conditions as may be agreed to by the parties involved.~~


Ralph W. Partridge
Section Chief
Tactical Enforcement Section

3-13-02
Date

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Memorandum of Understanding

Between

The Department of Justice, Justice Management Division,
Telecommunications Services Staff

and the

Drug Enforcement Administration

Subject: The Drug Enforcement Administration, hereinafter referred to as "the agency", will have access to a public information system service.

Introduction: The Telecommunications Services Staff (TSS) provides common user telecommunications facilities and services to support departmental and component organizational activities, and establishes and maintains policy regarding the use of voice and data telecommunications. The TSS recently upgraded the "Justice Telecommunications System" (JUST) hardware and software capabilities to better support the Department's user community legal processes, law enforcement activities, and administrative functions. As a result, the TSS is actively exploring and implementing value-added services (i.e., access to public records) which is integral to enhancing the effectiveness of our JUST user community.

Purpose: The TSS is to provide access to public information through a commercial services provider to the agency as designated by the agency.

Scope: This memorandum of understanding requires that the agency be given access to the TSS provided public information services. The services will be utilized through the duration date as stated on the accompanying Reimbursable Agreement or until funds are exhausted at which time an evaluation will be conducted, by the agency to determine the permanence and/or expansion of the service.

Responsibilities

The TSS will: Provide for the implementation and activation of the public information services; provide for initial public information services training at the designated agency location; provide monthly billing reports with invoices to the agency and provide a central point of contact for the agency field office, guidance on questions and problem resolution.

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The agency will: Provide funding in accordance with the Reimbursable Agreement; identify the office location; identify a technical point of contact at each office location; identify billing recipient and location; certify billing invoices; conduct an evaluation at the end of the duration date or when funds are exhausted; and notify the TSS as to the continuation and/or expansion of the service.

Support: Mutual assistance shall be provided at the agency location by, Ralph W. Partridge, telephone number 202-353-1178, and at the DOJ/TSS by Bernard Guerrero, telephone number 202-514-8375.