

U. S. Department of Justice

Drug Enforcement Administration

JUL 0 3 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.

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William C. Little, Jr., Chi

Freedom of Information Atigation

U.S. Department of Justice Reimbursement Agreement Between Agencies

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1.	Provider Agen	cy	·		Customer Agency	
Provider Cost Center	RCN	RCN Description	Custom	er Contact	Phone	
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Provider Contact Bernard Guerrero	·	Phone (202) 514-4537			•	
Customer Number		Customer Alias DEA-INTEL		DEA-0	2-P-04	15
Provider Name JMD/IRM/Systems	Fechnology Staff		Custom DEA, I	er Name (If billing addi	ess is different, spec	ify on reverse side.)
Address 500 First Street, NW	, Suite 300		Addres 700 An	s: ny Navy Drive		
1,4			Room West 10)270	**	
City Washington		State Zip DC 20530	City Arlingt	on	State VA	Zip 22202
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	ill become effective Oct		and shall contin		eptember 30, 2002	
Brief explanation of	work or services to be pe	rformed and basis for de	termining cost:			
Access to the Ch a 4% administra	oicePoint Database. Custion fee.	stomers will be billed b	pased on actual cl	narges (7 ports @ \$4	350/port/month) plus
(Individual Refer agency. Custom which its Service	e 13). Customer agency rence Services Group) Per er agency also understar is are to be used. Custon limit its use to those star vices.	rinciples (see www.irs; ids and acknowledges mer agency hereby agn	g.org) and that co that ChoicePoint ees to state its ap	ompliance to IRSG I has identified indus propriate use for any	Principles extends stry-specific approvered to the contract of	to the Customer opriate uses for prior prior
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		for continuation of expl		ry.)	\$ 380,016.0	0
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(See reverse side of	form.)					
	Approved for Provide	er Office:		Approved	for Customer Off	ice:
Organization Contracts Managem		The second section of the second section of the second section of the second section s	Organi Dr	ration in Enforcement		
Signature	1 00			riotte A. Saur	_////	2-13-02
Tule Edward A. Moyer, A	ssistant Director	7		uty Assistant		or, FR
When intrafund hilli	ng data are manually subn	nitted to the hilling office				

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.

FORM DOJ-216 JULY 1994

	(1	Provider Intrafund Da For crediting revenues to the l			
YRegDoc	Obligation Month	Obligation SOC	Payment SOC		
Other Accounting in this block.)	g Information (Where	e applicable, multiple Obliga	tion Month and SOC	data should be	identified

	Billing Address	
Name		
Drug Enforcement Admin	istration	
Address 700 Army-Navy Drive		
Room W-10190		
City	State	Zip
	g ·	
Arlington	VA	22202
Arlington Contact	VA Phone	22202

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:

Cóntinuation of Agreement with the Drug Enforcement Administration (DEA)

	This Interagency-Reimbursement Agreement (IRA) comprises the following					
	additional documents as check-marked by DEA staff (DEA-FR):					
x	Continuation Pages - explanation pages of services and goods.					
х	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).					
x	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					
	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):					
	Responsible Official:					
Bate of Acce	plance/10/51/01					
Printed Name	e of Official James A. Curtin					
Position Title	Chief of Management & Production Support Section					
Office Addres						
Telephone N	umber : ₂₀₂₋₃₀₇₋₇₅₃₄					
Form DOJ-216 & D Authority: DOJ Ord	D-448 Supplement Form Source: DEA - FR					

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:

Ap	pro	pr	iati	on
		•		

Funding Account Prefix

	Agreement funding MUST BE OBLIGATED	by both agencies be	ofore the end
	of the current fiscal year.	by both agencies be	iote me end
	15X1100 Salaries and Expenses (Until Expended)	2002B-	
	Funding expires on the date specified or	the IRA face page.	Projected
	un-obligated funds must be returned to DEA of the agreement.	for de- obligation upor	n expiration
	_All other types:		
F	☐ 15X1101 - Construction (Until Expended)	•	
<u> </u>	15X5131 - Drug Diversion Control Fee (Until Expended)	2002D-	•
F	<i>⊒150/11100</i> - Two Years	2000/2001T-	
H	151/21100 - Two Years ☐152/31100 - Two Years	2001/2002Y- 2002/2003E-	
	15X8602 - No Year (Until Expended)	2002Z-	
г	159/2/11100 - Three Years	1999/2000/	
	Respective funding limitations for this type of	2001K- IRA are specified by D	EA-FR as follows:
	Respective funding limitations for this type of		EA-FR as follows:
	Respective funding limitations for this type of the performing agency shall be liable for co to adhere to the above funding constraints.	IRA are specified by D	
	The performing agency shall be liable for co to adhere to the above funding constraints.	IRA are specified by D	
	The performing agency shall be liable for co to adhere to the above funding constraints. Other This JRA comprises an Economy Act (31-U.)	IRA are specified by Descriptions	of improper use or failur
	The performing agency shall be liable for co to adhere to the above funding constraints. Other	IRA are specified by Descriptions	of improper use or failur
	The performing agency shall be liable for co to adhere to the above funding constraints. Other This JRA comprises an Economy Act (31-U.)	IRA are specified by Descriptions	of improper use or failur

- 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.
- 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.
- 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.

- (b) manual funding submissions.
 - use Form SF-1080, or equivalent billing forms.
- 10. Reimbursable agreement number, purchase order number, or contract number must be on all OPAC billings.

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	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:
	(c) DEA IRA No: DEA-02-P-000
2.	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.
3.	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.
4.	For All training charges, a copy of the SF-182 must be mailed to DEA.
5.	The name and number of an individual from the billing agency who can respond to questions regarding the billing must be provided.
3.	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.
7	—Failure-to-comply-with-the-above-requirements-will-result-in-a- <u>charge-back</u> .——
}	Final billing should be submitted not later than 30 days after expiration of the performance period. It should be notated as: FINAL BILL.
).	Special provisions are specified by DEA as:
•	
m DOJ-21	6 & DD-448 Supplement Page 6 of to

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

/29/02 DATE

U.S. Department of Justice Reimbursement Agreement Between Agencies

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Provider Cost Ce 0T0940100704		RCN Des		Customer Co	ontact	Phone	
Provider Contact	12165	ChoiceP	oint	Alice Arno	old (202) 307-7661		
Bernard Guerr		Phone	4 4500			ī	
Customer Numbe		(202) 51					·
		Customer Alias DEA-ASSET		De	A-02-P-	000	01
Provider Name				Customer Na	me of billing adde	or le different	specify on reverse side
JMD/IRM/Sy:ste	ms Technolo	gy Staff		Drug Enfor	cement Admin	ss is unierent,	specify on reverse side
Address 500 Fi	rst Street,	NW, Suite	300	Address 600	Army Navy	Drive Drive	DAT DOA
City		State	Zip	City	om E-11171	15.	
Washington		DC	20530	Arlington		State	Zip
and Burgering	au Pille Financia	A STATE OF THE STA	Dur	ation:	The Samuel Land	VA	22202
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Brief explanation of	Work or services	to be performed	and basis for de	termining cost:		••	•
Charges for S	TS provided	access to	the ChoiceP	oint Database	e for DEA D	ON 20 B	orts @ \$4,350
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gency Location	Appropriation	Cost Center		YRegDoc	Obl Month		
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Other Accounting	Information	(Where applica	blc. multiple Ob	ligation Month of	ud SOC data e	hauld be id	entified in this block
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OJ/JMD/Sys:en	s Technolog	gy Staff		Drug Enforc	ement Admin	Letration	•
Ignature , ,			Date	Signature	01		Date
							Vale.
4 100 000 000	r	9		, ,			
dward A. Moye	1 0		1-29-242	Frank Kalde	I		12/15/1
itle			1-29-202	Frank Kalde	er		12/12/01
			1-29-202	Title	cial Office		13/15/01

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.

Electronic Form Version Dealgned in JetForm 5.2 Version

FORM DOJ-216 10/2001



U.S. Department of Justice Reimbursement Agreement Between Agencies

)r Code

Provider Age	ency*	Parties to the	Agreement:	Custome	r Agency	Mes as colda (1)		
			· · · · · · · · · · · · · · · · · · ·	Custome	r Agency			
	Provider Agency*			Customer Agency				
	RCN Descri	iption	Customer Conta		Phone			
0T0940100704 2165	ChoicePoi	int	Alice Arnold			661		
Provider Contact	Phone	•						
Bernard Guerrero	(202)514-			•	· · · · · · · · · · · · · · · · · · ·			
Customer Number	Customer A		\mathcal{D}_{i}	EA-02	- P-00:	PAS		
Provider Name		Customer Name	(If billing address	s is different, spec	cify on reverse side)			
JMD/IRM/Systems Technology	Staff	<u> </u>	Drug Enforce		•			
Address 500 First Street, N	W, Suite 3	300	Address 600 A					
City	State	Zip	City		State	Zip		
Washington	DC	20530 Durat	Arlington	The state of the part of the part of	VA	22202		
This agreement shall become effec				ontinue throug	h <u>09/30/2</u> 0	02		
The state of the s	Provid	e the Following	Services or Go	ods:	w en in jegajaka	to the state of the state of the		
Brief explanation of work or services to				Jus.				
Charges for STS provided a each month = \$87,000 X 12 Customers will be billed m	months = 3	\$1,044,000.				s @ \$4,350		
Contract Number GS-22F9627	D							
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(Att	ach additiona	l sheet for continu	ation of explanation	n, if necessary.)	\$ 1	,085,760.00		
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(Customer agency will indicate account except for billings among the OBDs an	ting data to be d USMS, bill	e charged by comp lings within an or	leting applicable ble ganization, and bil	ocks. Federal ag llings to the Dep	encies will be b artment of Def	illed by OPAC, ense.)		
	Cost Center		YRegDoc	Ob! Month	оы ѕос	Pay SOC		
		Provisions						
Other Accounting Information (V	Vhere applica	ble, multiple Ob	ligation Month an	d SOC data s	should be ident	ified in this block.		
Customers not using the FMIS may u	se this block to	describe unique d	lata required for th	eir accounting s	ystem.)			
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(See reverse side of form.)								
Approved for Prov	vider Office:			Approved for C	Customer Office	e:		
Organization			Organization					
DOJ/JMD/Systems Technology	Staff	<u> </u>	Drug Enforce	ement Admin	istration			
Signature		Date	Signature			Date		
Ī			Frank Kalde	r		12/18/01		
Edward A. Moyer								
Title Assistant Director			Title					

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

Electronic Form Version Designed in JetForm 5.2 Version

		Provider Intrafunction For crediting revenues to the second secon	
YRegDoc	Obligation Month	Obligation SOC	Payment SOC
Other Accounti	ng Information (Whe	re applicable, multiple Ob	ligation Month and SOC data should be identified

Billing Address						
Name						
Drug Enforcement Admi	nistration, Asse	et Forfeiture Section				
Address						
600 Army Navy Drive						
City	State	Zip				
Arlington	VA	22202				
Contact	Phone					
Alice Arnold	202-307-	7.661				

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):

X X	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 :	() 1/21/01
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
m DOJ-216 & DD-448 Supplement	- Form Source: DEA - FR

thority: DOJ Order-2110.13B

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:

	<u>Appropriation</u>	Funding Account Prefix
х	1521100 Salaries and Expenses (One Year)	2002A-
	Agreement funding MUST BE OBLIGATED of the current fiscal year.	by both agencies before the end
	15X1100 Salaries and Expenses (Until Expended)	2002B-
	Funding expires on the date specified or un-obligated funds must be returned to DEA of the agreement.	
E	All other types: 15X1101 - Construction (Until Expended) 15X5131 - Drug Diversion Control Fee (Until Expended)	i) 2002C- 2002D-
	150/11100 - Two Years 151/21100 - Two Years 152/31100 - Two Years 15X8602 - No Year (Until Expended) 159/2/11100 - Three Years	2000/2001T- 2001/2002Y- 2002/2003E- 2002Z- 1999/2000/ 2001K-
	Respective funding limitations for this type of	
•	The performing agency shall be liable for co to adhere to the above funding constraints.	ests sustained because of improper use or failure
	Other	Provisions
1.	This IRA comprises an Economy Act (31 U. following authorization as specified by DEA:	S.C. 1535 amended) transfer of funds, or by the
2.		acceptance copy of this IRA with the original and an authorized official from the performing egally binding.

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.

- 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 <u>OPAC</u> and <u>hard copy</u> bills submitted to DEA for payment <u>must</u> 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:
- (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 <u>OPAC</u> and <u>hard copy</u> bills submitted to DEA for payment <u>must contain</u> 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:
- (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:

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

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

<u>Introduction</u>: 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%.

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

<u>Scope</u>: 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

Page 2

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) 514-4530.

Lawrence M. Gallina
Chief of Domestic Operations

Joseph D. Keefe Chief of Operations

Edward A. Moyer Assistant Director Systems Technology Staff 11/24/01 Date

Date

Date

	NDMENT/MODIFICATION NO.	EFFECTIVE DATE	4. REQUISITION/PURCHASE R		ROJECT NO. (If applicable)
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Wash	ington, DC 20530		Washington, DC 20530		
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a) By c	ompleting Items 8 and 15, and returning	copies of the amend	iment; (b) By acknowledging receipt of	this amendment on ea	ch copy of the offer submitted;
PLACE	eparate letter or talegram which includes a reference DESIGNATED FOR THE RECEIPT OF OFFERS	PRIOR TO THE HOUR AN	D DATE SPECIFIED MAY RESULT II	N REJECTION OF YO	OUR OFFER. If by virtue of the
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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 Administraton (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

Pricing Schedule C

Workplace Solutions Pre-Employment Screening

Workplace Solutions Pre-Employment Screening

Product		DO	J Price
Financial Report		Ş	8,10
Education Verification		\$	10.80
Employment Verification	4	\$	11.70
Reference Verification		5	9.90
Felony Check		\$	14.40
Statewide Criminal Searches		\$	14.40
Felony & Misdemeanor Check		\$	22.50
Motor Vehicle Record		\$	2.93
Workers' Compensation History		\$	16.20
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.

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
Nati Comp Report	\$10.00
Basic+Assoc Report	\$7.00
Netl 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 Pilote and Aircraft	\$2.00
Faces of the Nation	\$2.00
FCC Marine Radio Licenses	82.00
Federal Employer Identification Numbers	\$2.00
Federal Firearms and Explosives	\$2.00
Licenses	<u></u>
Liens, Judgements, and Bankruptoles	\$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 Liene of the Nation	\$2.00
US Military Personnel	\$2.00

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	\$2.00
Misdemeanors	
Broward Cty FL Warrante	\$2.00
Broward Cty FL Traffic Citations	\$2.00
FL Accidents	\$2.00
FL Attorneys FL Banking Licenses	\$2.00
	\$2.00
FL Beverage Licenses 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 Falony Offenders	\$2.00 \$2.00
FL Day Care Licenses	•
L Department of Education	\$2,00
FL Divorces	\$2.00
L Driver Licenses	\$2.00
L Handicapped Parking Permits	\$2.00 \$2.00
FL Hotel and Restaurant Licenses	\$2.00
Linsurance Agents	\$2.00
FL Lab Licenses	\$2.00
L Marrieges	\$2.00
L Money Transmitters	\$2.00
L Notary Licenses	\$2.00
L Nursing Licenses	\$2.00
L Real Estate Licenses	\$2.00
L Salt Water Product Licenses	\$2.00
L Securities Deglers	\$2.00
L Sexual Predators	\$2.00
L Sweepstakes	\$2.00
L Tangible Property	\$2.00
L Tobecco Licenses	\$2.00
L Unclaimed Property	\$2.00
L Vehicle Registrations	\$2.00
L Worker Compensation	\$2.00
L Real Property	\$2.00
L Medical Malpractice	\$2.00
liami-Dede Cty FL Werrante	\$2.00
L Statutes	\$0,00
elephone Listings	\$2.00
TT Telephone Listings	\$2.00
Palias Cty TX Criminal Histories	\$2,00
X Beverage Licenses	\$2.00
X Criminal Histories	\$2.00
X Divorces	\$2.00
X Hunting and Fishing Licenses	\$2.00
	\$2.00 \$2.00

GA Residents			\$2.00
NY Residents			\$2.00
OH Residents	1		\$2.00
OR Beverage Licenses	1		\$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.



U.S. Department of Justice

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rovider Contact		Phone				·	2 3
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completed by the provider of the goods or service. Electronic Form Version Designed In JetForm 5.2 Version

FORM DOJ-216 10/2001

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)								
YRe	egDoc	Obligation Month	Obligation SOC	Payment SOC				
0_	90103	Monthly	2571	2571				
Oth in th	Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block.)							

Billing Address			
Name Drug Enforcement Admin			
Address Tactical Enforcement S			
700 Army Navy Drive		•	
City	State	Zip	
Arlington	VA.	22202	
Contact	Phone		
Ralph W. Partridge	202-353	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:

Continuation of Agreement with the Drug Enforcement Administration (DEA)

DEA AGREEMENT NO: DEA-02-P- 869

		SKELINENT NO. DEA-02-F- 007
	This Interagency Reimbu additional documents as	rsement Agreement (IRA) comprises the following- check-marked by DEA staff (DEA-ER):
x	Continuation Pages - ex	planation pages of services and goods.
X	Determination and Findin	gs — certification that IRA/MIPR is warranted (DEA use only.)
x	Memorandums of Unders	standing - prerequisite provisions and conditions.
	Statement of Work - sur	oplemental for additional specifications.
	Contract - third-party (pigg	yback) contract copy to provide ordered product(s).
	Other Document(s) specif	fied by DEA-FR, FA or CC -
	•••••••••••••••••••••••••••••••••••••	
•		
	responsibilities for this R	igned the technical and fund monitoring A certifies that function through the statement AND INQUIRIES TO HIM/HER.
	implementation and moni	dge acceptance of responsibility for the toring of this Interagency Reimbursement Interdepartmental Purchase Requisition
Signature of I	Responsible Official :	
Date of Accep	otance :	3-13-02
Printed Name	of Official	Ralph W. Partridge
Position Title.		Chief, Tactical Enforcement Section
Office Addres	s	700 Army Navy Drive, Arlington, VA 22202
Telephone N	umber:	202-353-1178
	<u>, , , , , , , , , , , , , , , , , , , </u>	

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:

	2002A-
Agreement funding MUST BE OBLIGATED of the current fiscal year.	by both agencies before the end
15X1100 Salaries and Expenses (Until Expended)	2002B-
Funding expires on the date specified on un-obligated funds must be returned to DEA of the agreement.	
All other types: ☐15X1101 - Construction (Until Expended	1) 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 15X8602 - No Year (Until Expended)	2002/2003E-
159/2/11100 - Three Years	2002Z- 1999/2000/ 2001K-
The performing agency shall be liable for cost to adhere to the above funding constraints.	sts sustained because of improper use or
The performing agency shall be liable for cost to adhere to the above funding constraints.	
The performing agency shall be liable for cost to adhere to the above funding constraints.	sts sustained because of improper use or
The performing agency shall be liable for cost to adhere to the above funding constraints. Other This IRA comprises an Economy Act (31 U.)	sts sustained because of improper use or

Form DOJ-216 & DD-448 Supplement

- 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.
 - 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.
- 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. Bocuments to support a billing should contain sufficient information to determine project progress and should be forwarded with the billing or immediately after fund transfer.
- Reimbursable agreement number, purchase order number, or contract number must be on all OPAC billings.

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	Effective 10/01/01, all <u>OPAC</u> and <u>hard copy</u> bills submitted to DEA for payment <u>must</u> 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:		
	(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.		
1 7	Failure to-comply-with-the-above-requirements-will-result-in-a- <u>charge-back</u>		
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:		

Page 6 of 6

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 (DOI), 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, IMD upon such terms and conditions as may be agreed to by the parties involved.

Ralph W. Partridge Date
Section Chief
Tactical Enforcement Section

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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.

<u>Purpose</u>: 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.

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.