

*Outsourcing and the Contracting of Responsibility**

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Outsourcing is becoming an increasingly prevalent phenomenon not only in business life, but also in the affairs of governments and in the lives of individuals and families. But what exactly is outsourcing and what are its consequences? I will argue that outsourcing offers entities a set of freedoms (i.e., possibilities of action and non-action) that are not considered possible in this practice's absence. However, many of these freedoms are precarious in that they involve a multitude of risks and dangers both for those outsourcing their affairs and for those who take them on. Although there are multiple freedoms of this sort, one is focused upon here; how outsourcing allows entities to contract, in the sense of limiting, their responsibilities. Three specific ways in which outsourcing allows entities to do this are detailed. Recognizing this precarious aspect of the freedoms associated with outsourcing is important because it highlights the social risks involved in this practice.

When charges came to light in the 1990s that many of Nike's contractors were engaging in various labor and human rights abuses (e.g., of not paying their employees adequate wages, or at all; using child labor; and/or forcing their employees to work extremely long hours), Nike was quick to claim that they had no responsibility regarding this situation. As a company manager in Jakarta put it, "[t]hey are our subcontractors. It's not within our scope to investigate [allegations of labor violations]" (cited in Schwarz, 1991:16). In fact, because Nike did not "know the first thing about manufacturing" given that they were merely "marketers and designers" as Nike's Vice President for Asia claimed around the same time, how could they be responsible for what went on in the production facilities of others (cited in MacDougall 1994)?

A similar sentiment was expressed when an Air Force officer claimed that in the midst of allegations that a military contractor was engaged in sex trafficking, "the Air Force is concerned with whether the contract is carried out, not with the behavior of individual employees" (cited in Capps 2002a). As such, the Air Force took no responsibility for the incident. This was not dissimilar from a statement made by the then Secretary of Defense Donald Rumsfeld when allegations of prisoner abuse and torture were first raised in

the context of Abu Ghraib; in a message to a member of Congress, Rumsfeld wrote that any disciplining of those involved was “the contractor’s responsibility,” not that of the government’s (cited in Brinkley 2004).

What is striking about these statements is their uniformity in claiming that because these cases involved contractors as a result of outsourcing, then Nike, the Air Force, and the U.S. government were free of any responsibility regarding what had occurred. How are we to understand these situations? I argue that they are reflective of a particular freedom afforded by outsourcing: the ability of entities to contract, in the sense of limiting, their responsibilities.

As will be argued later, outsourcing offers entities a host of possibilities of action and non-action (i.e., freedoms), which are not available in the absence of this practice. While there can be little doubt that these freedoms offer entities many beneficial opportunities, it is also the case that they contain a number of risks and dangers both for those who outsource their affairs and for those who take them on. In the cases highlighted above, as well as those detailed below, this takes the form of outsourcing allowing entities to free themselves of various responsibilities that would normally be entailed if activities were kept within an entity’s organizational confines. There are three principal ways in which outsourcing allows this contraction of responsibility to take place: how it allows entities to claim non-responsibility regarding their contractors; how it allows entities to move their activities to less responsible environments; and how, in the absence of monitoring outsourcing relationships, it frees entities to act in non-responsible ways.

Looking at this issue is important because it highlights the social risks involved with outsourcing. Many studies of this phenomenon focus strictly on the beneficial aspects of outsourcing (e.g., how outsourcing can be used to increase one’s profits and/or to concentrate on one’s core competencies) as opposed to the risks involved in this process, while those that do detail the risks involved in this practice tend to do so only in the context of a particular entity (e.g., the risks individual businesses face when they outsource their activities) or in a particular area of social life (e.g., the risks that outsourcing poses to domestic and family life when it is outsourced). The contribution of this study is to show there are significant risks inherent in outsourcing as a practice. That is, these risks can be found wherever outsourcing takes place. This means that as the practice of outsourcing becomes more socially pervasive, so too do the risks inherent in it. In this study, I attempt to detail one such risk: that of the contraction of responsibility. Ultimately, I will argue that entities are responsible for the actions they take to contract their responsibility. Nevertheless, it is first important to clarify what exactly is meant by the term “outsourcing” and to outline the freedoms that outsourcing affords. After this, I will show how these freedoms allow for a contraction of responsibility to take place.

Conceptualizing Outsourcing

In the business context, outsourcing generally refers to instances in which a company purchases goods or services once performed within the organizational structure of a company (“in-house”) from an outside supplier (Hira and Hira 2005:199). An example of this would be an automobile manufacturer purchasing parts for his cars from an outside company instead of making this part in-house. As such, outsourcing is often characterized in terms of the “make-or-buy” decision; does a company make what it needs itself, or does it buy it from others? A number of points are worth stressing here.

The first relates to the nature of the transfer that takes place when activities are outsourced. When activities are transferred from one entity to another, we can see this as a process of organizational disembedding, that is, one where activities are “lifted out” of one entity’s organizational confines (be it someone’s personal life; the context of the family; a governmental agency; or a business) and are reembedded in those of another located in the market. This conceptualization draws from Anthony Giddens who defines disembedding as “the ‘lifting out’ of social relations from local contexts of interaction and their restructuring across indefinite spans of time-space” (Giddens 1990:21) and is meant to highlight how in modern times, activities are increasingly organized on a large, and in some cases global, scale. Disembedding is largely a geographical process for Giddens and closely tied to another of his ideas—that of time-space distanciation (Giddens 1990:64). When it comes to the issue of outsourcing, it can be seen that a more fundamental form of disembedding is involved, which operates on the level of social organization, that is, in terms of which entities are performing what particular activities. While many accounts treat outsourcing primarily (or even solely) as geographical process (i.e., one where activities are transferred across large spatial distances), the reality is that outsourcing (and its precarious consequences) can occur on any geographical scale, be it local (as, e.g., when janitorial functions are outsourced from one entity to another within the same physical location) or global (e.g., when call center jobs are outsourced from the United States to overseas locations).

The second is that the practice of outsourcing is not limited to the actions of companies and firms; the reality is that any number of non-business actors engage in essentially the same type of process by disembedding goods and activities once produced in-house and transferring them to market-based sources. This can be seen in how a variety of governmental affairs (e.g., military activities, the operations of prisons, the provision of education, welfare administration, and the like) are being outsourced (Light 2006; McCoy 2009; Molnar et al. 2007; Sabol and Couture 2008; Sanger 2003). The same is true

in terms of individual and family life, with people increasingly disembedding such things as food preparation, child care, housekeeping, lawn care, and even more emotionally laden activities (e.g., the writing of thank you cards and the purchasing of gifts) from the domestic context and reembedding them in sources located in the market (e.g., De Ruijter, Treas, and Cohen 2005; Hochschild 2005; Sherman 2010). Given this, we can define outsourcing as the disembedding of activities conventionally performed by a certain type of entity (e.g., a business; the government; individuals, or families), which are transferred to, and reembedded in, a source located in the market. Although there are a number of other important clarifications to consider in this definition and in determining exactly which transfers of activities are or are not instances of outsourcing,¹ the main point to note is that outsourcing can occur in many areas of social life.

Outsourcing is not new in any of the realms studied here. For example, in its infancy, Ford Motor Company, later to become the paragon of vertical integration, was labeled “a mere assemblage place” as it bought so many of the parts used in its automobiles from suppliers (Klier and Rubenstein 2008:38). Outsourcing in the governmental context is also not without precedent: “[h]istorically governments have collaborated extensively with private firms, associations, and charitable organizations to accomplish public goals and deliver services” (Goldsmith and Eggers 2004:9). The same is true for the affairs of individuals and families. For example, the use of others outside of the family to clean one’s home has not only been quite common in American history (Katzman 1978; Romero 1992), at times it has also been quite popular: “[t]hroughout the last half of the nineteenth century, ‘nearly everybody’ in middle- and upper-class families employed an entire staff to carry out the daily functions of their households” (Duffy 2007:320).

That being said, prior to the recent surge in outsourcing, the dominant “mode of production” in each of these areas tended to favor the in-house production of goods and services. In the business context, this took the form of Fordism, a system of mass production (and consumption) of standardized goods, which was characterized by high levels of rigidity and vertical integration (Cairola and Revelli 2004; Harvey 1990; Klier and Rubenstein 2008:31). In terms of the make-or-buy decision, these factors strongly favored the former over the latter. In fact, “[t]he Fordist system took the ‘make’ approach to its logical conclusion. Anything which can be made inside [an organization] will be made inside, so as to build a closed system” (Cairola and Revelli 2004:13).

This can also be seen in the affairs of the state. Although many of what are today considered to be “core” governmental affairs were initially performed by private entities in early American history (e.g., the civilian

provisioning of military goods and services noted above), beginning in the nineteenth and running through the twentieth century the general trend was for the state to take over the provisioning of wider array of activities for its citizens (Castells 2000:228). In short, the state brought many activities in-house.

A similar pattern can be seen in the affairs of the family. Although the use of those outside of the family has not been uncommon in the history of American family life, at least for those who can afford it, as technology has developed, both in general and in terms of domestic appliances, this has allowed homes to be maintained by fewer people. This, in turn, allowed many tasks that were once performed by sources outside the family (e.g., laundry) to literally be brought “in-house” (Gershuny 1978, 1983). Thus, like in the cases above, conditions tended to favor the in-house production of domestic goods and services.

Why then has outsourcing increased so significantly across all these areas of social life? Although this is not the place to offer a comprehensive overview of all the factors that have fueled the current wave of outsourcing, many of the most prominent factors driving this trend relate to the freedoms that outsourcing affords.

The Freedoms of Outsourcing

Although the ability to lift activities out of one organizational environment and reinsert them into another may not sound significant, the reality is otherwise. Taken together, the ability to disembed activities from one organizational environment and reembed them in another offers entities many possibilities of action and non-action (i.e., freedoms) that would not exist in outsourcing’s absence. The principal freedom in this regard is how outsourcing allows an entity to free itself of certain tasks that, for whatever reason, it does not wish to, or cannot, perform itself. Although this freedom is only made possible by the existence of sources willing and able to take on these activities, assuming that if such sources can be located, entities can free themselves of those activities that they transfer to others. In business, this freedom is normally framed in terms of increasing the ‘flexibility’ of a company’s operations (Harvey 1990; Smith 1997). Nike provides the quintessential example of this: although it is well known as one of, if not the, leading shoe and athletic apparel manufacturers in the world, Nike does not actually produce any of the goods that are sold under its name. Rather, it outsources virtually all of its production activities to a network of approximately 600 independently owned and operated factories scattered across the globe (Nike 2007–09:8). In the absence of outsourcing, not only would Nike not be able to free itself of its

production activities (they would remain stuck in-house), it would also not be able to take advantage of another aspect of this freedom.

Although the freedom to not engage in particular activities is negative in nature (i.e., it is the freedom to not do something), there is also a positive side to this process: by transferring activities to others, resources such as time, energy, and, in some cases at least, money, that would normally be involved in performing these activities are freed up, which can then be devoted to the performance of other, perhaps more important or desired, functions. In other words, outsourcing not only gives entities a greater freedom to not perform certain activities, it also gives them a greater ability to perform those activities that remain in-house. In business theory, this is normally talked about in terms of how the outsourcing of “peripheral” activities can be used to concentrate on the “core” elements of a business (Prahalad and Hamel 1990). For example, Nike’s outsourcing of production, something it deems as peripheral to its economic success, frees its employees to concentrate on the more core elements of its business [i.e., the “understanding of athletes’ footwear needs (attained through research and development), the design competencies to meet those needs, the marketing skills to deliver the message..., and the logistics systems to get the shoes delivered”] (Greaver 1999:95; cf. also Scott, Lundgren, and Thompson 2011:169).

These positive and negative aspects of outsourcing can also be seen in the context of the government and in individual and family lives. In terms of the former, the existence of firms (e.g., KBR) willing to take on non-war-fighting military activities such as base construction and maintenance has allowed the military not only to free itself of these tasks, but also to focus on those activities that remain within its organizational orbit, principally its war-fighting efforts. A particularly clear statement of this can be found in Department of Defense’s (FY) 2004 budget where it notes that it “is attempting to open up for competition many of the commercial services it now performs itself, such as health care activities to *free up* thousands of military positions for war-fighting” (Executive Office of the President of the United States, 2003: 85—emphasis added; cf. also Executive Office of the President of the United States 2008:48 for a similar statement). In terms of the latter, this can be seen in a group that Sandholtz et al. (2002:58) call “outsourcers” who “strive to get control of their overstuffed lives” by “farming out certain tasks and obligations (usually in their non-work lives), then focusing more attention on the activities, relationships, and causes they care most about.”

Outsourcing offers freedoms not just in terms of disembedding but also in terms of reembedding (i.e., in regards to where disembedded activities are transferred to). In particular, the possibility of relocating where activities are

performed allows entities to be liberated from the confines of their internal capabilities and resources because they can transfer their activities to sources that have different and/or better capacities in this regard. In business, this is normally talked about in terms of how outsourcing allows one to have access to “best-in-class” capabilities—that is, those who are the leaders in terms of performing a specific activity (Quinn and Hilmer 1995; Click and Duening 2004:22). This is frequently touted as one of the primary advantages that outsourcing offers (Farrell 2004; Ghodeswar and Vaidyanathan 2008). For example, as the government increasingly lacks internal capabilities in certain areas, particularly in the realm of technology, it has begun to outsource these tasks in order to gain access to sources that are more skilled in this area (Soloway and Chvotkin 2009:210-213).² Similarly, although perhaps a mundane example, while most people can sufficiently cook a meal to feed themselves, by outsourcing their food preparations to restaurants or other sources, they can gain access to persons with specialized skills in this regard.

We can also see that the outsourcing’s ability to move activities from one organization’s context to another offers entities the ability to free themselves of the circumstances of a particular location. The most prominent example of this can be seen in one of, if not the, main motivations for outsourcing, especially in the business context: the desire to take advantage of labor cost differentials (e.g., Kalff 2006:67). Labor costs are not the same in all locations or in all organizational environments. By allowing entities to disembed their activities from one location and to reinsert them in another, outsourcing allows entities to take advantage of these differences in labor costs by shifting their activities to locations where these and costs are lower relative to their current organizational environment.

As can be seen from the above, outsourcing offers entities a host of freedoms that would not be available if their activities were kept in-house. While these freedoms represent significant opportunities that should not be dismissed or ignored, it is also the case that a number of significant risks and dangers are contained within them. In other words, these are precarious freedoms.³ This article will focus on one particularly precarious aspect of the freedoms afforded by outsourcing; how they, both alone and in combination, allow entities to contract (limit) various legal, social, and political responsibilities that would normally be entailed if activities were performed in-house.⁴ Indeed, this risk is inherent in the very nature of outsourcing and the freedoms that stem from it. The problem is that most theoretical accounts of outsourcing (e.g., neo-classical, transaction costs, and resource-based economics) do not directly address this issue, while works that do (e.g., Quinn and Hilmer 1995; Klein 2002; Minow 2009; the Corporate Social Responsibility movement more generally) are limited either to a particular case of outsourcing (e.g., the practices

of one particular Export Processing Zone) or to one particular area of social life (e.g., how this applies to the case of military outsourcing, not governmental outsourcing as a whole or outsourcing in general). I want to argue that the relationship between outsourcing and the contraction of responsibility is both more pervasive and systematic than these accounts suggest. Indeed, it is an example of the social risks inherent in this practice.

Outsourcing and the Contracting of Responsibility

In this section, I will highlight three ways in which outsourcing allows entities to contract their responsibilities. These are how outsourcing allows entities to claim non-responsibility for their contractors; how outsourcing allows entities to move their activities to less-responsible environments; and how the absence of monitoring outsourcing relationships frees entities to act in non-responsible ways.

Outsourcing and the Claim of Non-responsibility Regarding Contractors

One of the most prominent ways in which outsourcing is used to contract responsibility was seen in the cases outlined at the start of this article: how it allows entities to claim that they are not responsible for their contractors, the actions their contractors do or do not take, and/or the conditions under which their contractors perform outsourced activities. In short, outsourcing allows entities to claim they are not responsible for contractors and their actions (or lack thereof) because they are outside of an entity's organizational orbit and presumably their sphere of control as well. This claim is made despite the fact that these contractors work on behalf of these entities, that contractors are often directly or indirectly selected because of what they do (or do not do) in terms of performing the tasks outsourced to them, and the often high levels of dependency that exist between an outsourcer and its suppliers. Nevertheless, the fact that outsourcing involves two (or more) separate entities allows this claim of non-responsibility to occur.

In a manner similar to the cases outlined above, an example of this claim can be seen in the recall efforts of 2007, which were prompted when it was discovered that a variety of popular toys were coated in lead paint. A number of such toys featured characters from the *Thomas the Tank* children's show. Though the British company HIT Entertainment owned the rights to these characters, the production of toys based on these characters was outsourced to the China-based RC2. When the issue of lead paint began to surface, HIT's response to the situation was simple: it was not their responsibility. As a reporter for *The New York Times* noted of this company's reaction: "Except for a small link on the Thomas Web site to RC2's recall announcement, HIT has otherwise acted as if it has nothing to do with the situation. Its executives haven't even said that

they regret having been promoting toys with lead paint in them. They haven't said anything publicly...When I suggested to the company's public relations agency... that this might not be the smartest approach, the agency e-mailed me a two-sentence unsigned statement. It said that HIT appreciated the concerns of its customers and was working with RC2 on the recall, but that the recall was 'clearly RC2's responsibility'" (Leonhardt 2007).

Of course, this claim, as well as those noted at the start of this article, could not be made if these actions took place within a company's organizational confines as there is no outside entity to shift the blame to.⁵ Outsourcing, however, allows entities to claim that their responsibility is limited solely to what occurs "in-house" despite their use of outside sources. The reverse is also true: outsourcing allows entities to claim that they have no knowledge of, or involvement with, what their contractors are doing because of the organizational separation that exists between these two parties. Again, such claims are simply not possible when activities are kept in-house.

Another striking example of this process can be seen in the non-responsibility that the U.S. government takes toward the fate of its military contractors. One manifestation of this is how the casualty statistics of the wars in Iraq and Afghanistan commonly exclude figures on how many private contractors have been injured or killed (Debusmann 2009; Schooner 2008). In fact, until recently, the Department of Defense did not publically report on the number of contractor fatalities because neither it nor the State Department "systematically maintained or tracked [this information] in a manner that would allow the agencies to provide us reliable or complete data" (Government Accountability Office 2008:7). Instead, these figures came out of the U.S. Department of Labor, based on the filing of worker compensation benefits (Schooner 2008:85–6). On the one hand, this non-reporting of contractor casualties is official recognition that, as private contractors, these persons stand in a different category than that of the military and other government personnel. On the other, the government often recognizes the integral role contractors play in America's war efforts (e.g., since 2006, the Department of Defense contractors has included contractors as part of its "Total Force" of operations and noted the role contractors play in constituting "its war-fighting capability and capacity") (Department of Defense 2006:75). Whether the sacrifices made by contractors should be treated in an equivalent manner to that of military personnel and other government officials is not a question to be decided here. Nevertheless, that the sacrifices of contractors are not recorded in the same manner as that of members of military highlights how the state does not claim the same type of responsibility for the former as opposed to latter, despite the fact that these two parties routinely performing functionally equivalent activities.

Another reflection of this difference can be seen in how “there is little talk of the need to bury contractors at Arlington National Cemetery or to insert them into the politically costly structures of honor and recognition” normally reserved for military personnel (Taussig-Rubbo 2009:111). In other words, by treating these contractors as entities outside of the State’s realm of responsibility, their loss of life goes unrecorded and unaccounted for in the official annals of sacrifice and, because of this, the U.S. government is freed from having to take full responsibility for its bellicose actions.

In terms of individual and family outsourcing, this process manifests itself in the form of the employers of domestic and other household workers not fulfilling their legal responsibilities as employers. Because this work takes place in a domestic environment, and many domestics are considered part of the “family,” a family may not think of itself as an official employer and thus be unaware of, or not consider, the legal responsibilities they have to those who work for them (e.g., if and/or when they need to pay overtime). As a result, it is not uncommon for families to not provide their workers with all that they are legally entitled to as workers. For example, one study of domestic workers in New York found that 67% of domestics either never received overtime pay or only did so occasionally; an additional 34% of workers said that if they received overtime, it was at their normal hourly rate, not time-and-a-half required by law (Domestic Workers United and Datacenter 2006:17). Another example of this is how it is not uncommon for domestic workers to not be paid the minimum wage. For example, a study of workers in low-wage industries in Chicago, Los Angeles, and New York City found that 41.5% of private household workers were paid below minimum wage levels (Bernhardt et al. 2009:31). In terms of specific occupations related to individual and family outsourcing, this same study found that childcare workers had the highest rate of violation in this regard—66.3%—while maids and domestic workers were not paid minimum wage levels in approximately 30% of cases. A similar study in El Paso found that 43% of domestic workers were paid at less than a minimum wage level (Paso del Norte Civil Rights Project et al. 2011:10).

A different manifestation of this situation is the failure of households employing domestic workers to pay the taxes legally required of them as employers. Indeed, any individual who pays a domestic or any other household worker more than \$1,600 a year, which translates to a little less than \$31 per week, is required to pay payroll (i.e., FICA) taxes to help fund Medicare and Social Security (Haskins 2010:134). However, it is thought that compliance with paying this form of taxes is “well under” (ibid.) 10% for household employees. A study of domestic workers in New York City had similar results: it found that approximately 90% of the employers of domestics did not arrange for the payment of Social Security (Domestic Workers United

and Datacenter 2006:3). This failure to pay is significant not only because these families are failing to live up to their legal responsibilities, but also because “these workers are not building a Social Security earnings record” (Haskins 2010:5), which means they are being denied social benefits that are supposed to accrue to them as workers.

Outsourcing and the Movement of Activities into Less-responsible Environments

A different way in which outsourcing can be used to contract (limit) responsibility is by allowing entities to disembed activities from their existing organizational confines and to reembed them in environments where various forms of responsibility (e.g., legal, social, and political) are different (in most cases lower) and/or non-existent. In the economic sphere, this can be seen in the outsourcing of activities to firms located in export process zones (EPZs) (Tonkiss 2006:20). The International Labor Organization (ILO) (1998:3) defines EPZs as “industrial zones with special incentives set up to attract foreign investors, in which imported materials undergo some degree of processing before being exported again.” Milberg and Amengual (2008:1) offer a similar definition of EPZs, although, they also highlight how firms in these zones are given “special concessions on taxes, tariffs and regulations.” Indeed, a central reason for why these zones are so attractive to businesses is because of the concessions that are made to them in terms of such things as taxes, tariffs, and environmental and labor regulations (e.g., exemptions from minimum wage laws and more “flexible” hiring and firing practices) (Klein 2002; Perman et al. 2004:7). The result is that working conditions in many EPZs are degraded and degrading. Examples of this can be seen in excessive working hours, overtime that is forced and/or not fully compensated for, weak or unenforced health and safety regulations, gender discrimination, and restrictions on, and repression of, unions (Klein 2002; Perman et al. 2004:9–13). These conditions are the direct result of these zones being free of many rules and regulations that companies would otherwise be responsible for if they were not located in such an environment. Outsourcing allows companies to access these types of environments and their diminished levels of responsibility, but in a manner that does not force them to be directly responsible for what occurs there because this takes place outside their organizational orbit.

Although not an exact parallel, a similar situation of moving outsourced activities to places where various forms of responsibility are less, if not non-existent, can be seen in cases of private contractors performing military functions. This is because until recently when these activities were moved from the context of the military with its relatively clear lines of responsibility and accountability into the hands of private contractors, they entered what was

more or less a vacuum of responsibility. The reason for this is that most of the traditional means of ensuring accountability in the military are absent in cases of private contracting. As Minow (2009:118) describes it,

Military training, unit discipline, the Uniform Code of Military Justice, and international legal standards governing war and armed conflicts ensure accountability for the military, but not for private corporations and their employees engaged in military work. Serious questions have been raised about whether Congress can use its oversight of the military on private contractors. And difficult issues about what sources of law even applies to private contractors have rendered ambiguous the relevant enforcement mechanisms, potentially jeopardizing the success of military missions as well as domestic, military, and international norms.

As a result of this, there have been numerous cases where contractors, despite appearing to engage highly illegal acts, were not held accountable for their actions. Two examples of this surfaced in 2000 when separate allegations were put forward charging that workers from DynCorp Inc. were engaged in prostitution and/or sexual trafficking while stationed in Bosnia. Even though numerous persons were found to have engaged in wrongdoing (e.g., one person admitted to “purchasing” a prostitute, purportedly to free her from her situation, and a machine gun in an apparent ‘package deal’), none faced criminal charges either because U.S. law did not apply to contractors working in a foreign country for “common crimes” at that time and/or because it was unclear if Bosnian law applied to the contractors.⁶ As a result, these men faced a *de facto* form of impunity for their actions.

In response to these situations, the Military Extraterritorial Jurisdiction Act (MEJA) of 2000 was passed. In theory, this act would make those American contractors working for the Department of Defense accountable to U.S. law for their actions (McCarron 2008:39). Nevertheless, despite the passage of MEJA, questions of responsibility still linger (as will be discussed below). This is particularly true of contractors operating in Iraq after the passage of the infamous “Order 17” by Paul Bremer, then head of the Coalition Provisional Authority. By declaring that “[c]ontractors shall be immune from Iraqi legal process with respect to acts performed by them pursuant to the terms and conditions of a Contract or any sub-contract thereto,” this order freed contractors from any legal responsibility for their actions *vis-à-vis* Iraqi law (Bremer 2004). At the same time, as many of the contracts were given out through the Department of State, as opposed to the Department of Defense, there remain questions as to whether MEJA applied to these situations, despite the fact that in 2005, MEJA was expanded to include persons contracted by “any other Federal agency, or any provisional authority, to the extent such employment relates to supporting the mission of the Department of Defense overseas” (Castro 2005:671). Thus, while five former employees of Xe, then Blackwater, have been charged with manslaughter in connection with the shooting deaths

of 17 Iraqi civilians in 2007 under MEJA, they are claiming that because Blackwater's contract was issued from the Department of State, MEJA is not applicable and therefore they cannot be charged with any crime (McCarron 2008:39).

Although again not an exact parallel between the situation of EPZs and the movement of military affairs into unaccountable areas in the private sphere, the case of domestic workers shows that individual and family affairs can also be outsourced to places where various forms of responsibility are lower and/or non-existent, particularly in the realm of domestic work. There are a number of reasons for this. One is that the occupation of domestic worker is exempted from many labor laws that are otherwise standard. As a result, domestic workers do not have many of the protections afforded to other workers. For example, domestic workers are excluded from the Nation Labor Relations Act's definition of an "employee" (Katznelson 2005:57), meaning that U.S. law does not recognize their right to organize and collectively lobby for better working conditions. Similarly, until 1974, domestic workers were excluded from the Fair Labor Standards Act that regulated such things as minimum wage, maximum hours, and overtime (Jolls 2002:61). Although this has changed for some domestics, as of today, those workers who live with their employers as part of their job ("live-ins") are still excluded from overtime benefits under this Act (Fair Labor Standards Act of 1938, § 552.102). Also, domestic workers are typically not granted basic civil rights such as a protection from discrimination based on race, religion, national origin, and the like because this law only applies to employers with 15 or more employees (Domestic Workers United and Datacenter 2006:3). This means that unless a family has a staff of this size, working on its behalf, they are not legally obligated to follow this law.

Another factor contributing to this situation relates to the fact that many domestic workers are immigrants, both legal and illegal and, as such, do not have many of protections afforded to workers with citizenship. For example, many domestics come in on work visas that are tied to employment with a specific employer. These types of situations are particularly precarious because, if a worker wishes to remain in the United States, she might be forced to put up with abusive or even exploitative practices for fear that if she reported them she could see her employment vanish, resulting in her deportation (Domestic Workers United and Datacenter 2006:29; International Labour Organization 2008:26). Similarly, as many immigrants lack basic language skills and/or familiarity with U.S. laws and customs, they may be unaware of their legal entitlements as workers (Domestic Workers United and Datacenter 2006). These exclusions from typical labor protections and responsibilities put domestic workers in a situation where they are particularly prone to abuse

and/or exploitation. One striking measure of this is that in the United States, domestic workers have the second highest rate of forced labor of any occupation, second only to that of sex workers (Free the Slaves and Human Rights Center 2004). One does not have to search long to find cases of this (Bingham 2011; Egelko 2009; Paddock 2010).

The Absence of Monitoring and the Freedom to Act Non-responsibly

A different form of contracting responsibility comes in the form of the failure to monitor outsourcing relationships, which frees entities to act in non-responsible ways. One form this takes is when entities fail to monitor their contractors. As many practitioners of outsourcing in business argue that while outsourcing may free an entity from the responsibility of performing an activity (task responsibility), it nevertheless increases its responsibility for controlling and/or monitoring its contractor (Poppo and Lacity 2006:278). For example, Kakabadse and Kakabadse (2006:57) warn that while “[o]rganizations may outsource infrastructure and services, [they] should not allow themselves to outsource responsibility and accountability. If vigilance [over contractors] is not maintained, a strategy of driving costs down for an increased level of service may backfire as the supplier may not be able, or may not wish, to give the required level of attention to the host.” If nothing else, self-interest should promote this behavior because a failure to monitor one’s suppliers opens the door to host of negative possibilities, most of which revolve around how this frees contractors to act either opportunistically (Williamson 1975) or in a highly non-responsible manner. The Commission on Wartime Contracting in Iraq and Afghanistan (2009:10) puts this bluntly in terms of government outsourcing, although it is equally as applicable to outsourcing relationships more generally; to not monitor one’s contractors not only “invites waste and abuse,” it also paves the way for “a perfect storm for disaster.”

It is over fears of potential abuse that many of daycare centers have installed video cameras so that parents can monitor the care their children receive throughout the day (Lyon 2007:454). Similarly, many parents who outsource their childcare to workers in their home buy “nanny cams” for the same purpose (Wrigley 1999). While there are certainly legitimate concerns regarding this type of surveillance (e.g., questions of privacy and control of workers), this shows that many parents are attempting to monitor their “contractors” in order to retain as much control of, and responsibility for, the care of their children as possible even as they transfer the performance of this care to others. But despite the level of vigilance in this case and a number of cautionary tales in the outsourcing literature, one does not have to look hard to find cases where entities do not fulfill this responsibility.

One example of this was already touched upon above: the toy recalls of 2007. Although Mattel had a formal policy that lead-based paint not be used on their toys because of the well-known health concerns (Barboza and Story 2007) and that the use of lead-free paints was a stipulation of the contracts made between Mattel and its contractors (Barboza 2007), insufficient monitoring of its contractors and its contractors' subcontractors played a crucial role in allowing toys coated in lead paint to reach store shelves. In other words, because various suppliers were not being sufficiently monitored, this freed them to violate the terms of their contract and use paint of this type.

Another is the case of prisoner abuse that occurred at Abu Ghraib. Despite a "general policy of not contracting for intelligence functions and services" largely "to avoid many of the problems that eventually developed at Abu Ghraib, that is, lack of oversight to insure that the intelligence operations continued to fall within the law and the authorized chain of command, as well as the government's ability to oversee contract operations" (Fay 2004:49), more than half of the interrogators employed at Abu Ghraib were employees of the private company *CACI International* (Schooner 2005:7). And although it was realized that if such sensitive functions were to be outsourced, there was a need for the Army to "maintain close control" over the operation (i.e., to close monitoring contractors to ensure they are fulfilling their job in diligently), this was not the case "due to a lack of training and inadequate contract management and monitoring... This lack of monitoring was a contributing factor to the problems that were experienced with the performance of the contractors at Abu Ghraib" (Fay 2004:50 and 52, respectively—emphasis added). In short, "[i]t is apparent that there was no credible exercise of appropriate oversight of contract performance at Abu Ghraib," which opened the door to the abuse that took place there (ibid., 52). In this case, even though the Army realized there was a need to monitor its contractors because a highly sensitive activity was being transferred outside of its organizational confines, because they did not fulfill this duty, they freed their contractors to act in a non-responsible manner. Thus, even though the Army knew that a lot could go wrong if this activity was not kept in-house, its failure to monitor its contractors opened the door to the abuses seen there.

Another way in which an absence of monitoring can free entities to act in non-responsible ways can be seen in the case of domestic workers. As was noted above, many employers of domestic and other household workers fail to pay the taxes and benefits required of them as employers. As was also noted above, part of the reason for this is because many families do not consider themselves to be formal employers and thus are unaware of their responsibilities in this regard. However, another aspect of this situation is the fact that as the monitoring and enforcement of these tax payments by the Internal Revenue

Service is astronomically low (Lieber 2009), this means that even if families know they are evading their responsibilities they can do so with little to no fear of being caught. This lack of monitoring on the part of the government puts domestic and other household workers in an unique, if not precarious, position as “[n]o other employment situation relies on the personal magnanimity of the employer to provide the employee with their chance to have Social Security benefits in old age” (Haskins 2010:6).

Conclusion

As can be seen from the above, outsourcing allows entities to contract their responsibility in a number of ways. This includes how outsourcing allows entities to claim that they are not responsible for their contractors; how outsourcing allows entities to move their activities to less-responsible environments; and how an absence of monitoring frees entities to act in a non-responsible manner. This raises an important question that has only been touched upon so far: are entities actually responsible for this situation? That is, can we say that entities are accountable for what occurs when a contraction of responsibility takes place? While there may be some who would say entities are not accountable in this regard, if we look at the meaning of the term “responsibility,” I think the answer is otherwise.

Conventionally, responsibility implies that an entity is in control of, and therefore accountable for, someone or something (in contrast, if someone or something is beyond our control, we generally feel that we cannot be held responsible for them or it). Although entities may use outsourcing to free themselves of various forms of responsibility, they nevertheless retain control over the actions and decisions they makes regarding outsourcing (e.g., where, to whom, and under what conditions to outsource their activities). As such, the entity ultimately remains responsible for what it does in terms of outsourcing. If this results in a precarious contraction of responsibility, this is not only something that an entity is responsible for, it should be held accountable as such. Nevertheless, that outsourcing allows entities to contract their responsibility, even if they are still ultimately responsible for this, highlights a highly precarious aspect of outsourcing.

Recognizing this precarious aspect of outsourcing is significant because it highlights an important oversight in the outsourcing literature—the social risks associated with this practice. Indeed, while many are quick to highlight the freedoms of outsourcing and the benefits they can offer, it is important to keep the precarious nature of these freedoms in mind. In other words, it needs to be remembered that they involve both opportunities and risks. The fact that it is seemingly difficult, if not impossible, to disentangle the former from the latter speaks of their precarious nature. This article has attempted to identify one

such precarious freedom—the contracting of responsibility. Future work should seek to identify other precarious aspects of these freedoms. This will pave the way for future efforts that can investigate how to maximize the benefits of outsourcing while curbing their precarious elements.

ENDNOTES

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¹See Lair (2007) and Lair (Forthcoming) for a more extensive discussion of these issues.

²The same situation applies to the resources that one has at one's disposal. Although an entity may be capable of performing a specific task, they may have a deficit of a specific resource (e.g., time or manpower) that can be overcome by outsourcing. For example, although a busy couple may be capable of cleaning their own home and might complete this task in a very proficient manner, because of their schedule they may not have the time or energy to perform this task. Outsourcing, however, can overcome this internal limitation.

³The idea that processes of disembedding can lead to the development of precarious freedoms can be traced to Ulrich Beck and his study of disembedding in the realm of individual biography (Beck 1992; Beck and Beck-Gernsheim 2002).

⁴In general, I will leave the question of which responsibilities entities *should* be responsible for philosophers and/or political theorists to decide. My focus is on how entities can, and do, use outsourcing to free themselves of the responsibilities that would normally be entailed when their activities are performed in-house. Thus, my measure of the contraction of responsibility is based on the responsibility normally entailed by in-house performance, not some ultimate or fundamental point of reference.

⁵For other examples of this, see Mokhiber (1997) and Schlaerth and Murphy (2009).

⁶Apparently it did, however, because Bosnian officials did not think this was the case and that they did not have the authority to arrest and prosecute contractors they did not pursue the matter (Capps 2002b).

REFERENCES

- Barboza, David. 2007. "Cheap Lead Paint Common on Chinese Goods." *The New York Times*, September 10.
- Barboza, David and Louise Story. 2007. "Toymaking in China, Mattel's Way." *The New York Times*, July 26.
- Beck, Ulrich. 1992. *Risk Society: Towards a New Modernity*. Thousand Oaks, CA: Sage Publications.
- Beck, Ulrich and Elisabeth Beck-Gernsheim. 2002. *Individualization: Institutionalized Individualism and Its Social and Political Consequences*. Thousand Oaks, CA: Sage Publications.

- Bernhardt, Annette, Ruth Milkman, Theodore Nik, Douglas Heckathorn, Mirabai Auer, James, DeFilippis, Ana Luz Gonzalez, Victor Narro, Jason Perelshteyn, Diana Polson, and Michael Spiller. 2009. "Broken Laws, Unprotected Workers: Violations of Employment and Labor Laws in America's Cities." Center for Urban Economic Development, UIC/National Employment Law Project/UCLA Institute for Research on Labor and Employment.
- Bingham, Amy. 2011. "ILO Passes Domestic Workers' Rights Bill, but It Will Have Little Effect in the U.S." *ABC News*, June 17.
- Bremer, Paul. 2004. Coalition Provisional Authority Order Number 17 (Revised): Status of the Coalition Provisional Authority, MNF-Iraq, Certain Missions and Personnel in Iraq. June 17. Available at: http://www.iraqcoalition.org/regulations/20040627_CPAORD_17_Status_of_Coalition_Rev_with_Annex_A.pdf.
- Brinkley, Joel. 2004. "The Struggle for Iraq: The Civilians; 9/11 Set Army Contractor on Path to Abu Ghraib." *The New York Times*, May 19.
- Cairola, E. and M. Revelli. 2004. *Training Manual on Fordism and Post-Fordism: Organising Workers in the Workplace*. Turin, Italy: ACTRAV.
- Capps, Robert. 2002a. "Outside the Law." *Salon.com* (June 26).
- . 2002b. "Crime without Punishment." *Salon.com* (June 27).
- Castells, Manuel. 2000. *The Rise of the Network Society*. Oxford; Malden, MA: Blackwell Publishers.
- Castro, William. 2005. "Regulating the New Privateers of the Twenty-First Century." *Rutgers Law Journal* 37:671–702.
- Click, Rick L. and Thomas N. Duening. 2004. *Business Process Outsourcing: The Competitive Advantage*. Hoboken, NJ: John Wiley & Sons.
- Commission on Wartime Contracting in Iraq and Afghanistan. 2009. At What Cost? Contingency Contracting in Iraq and Afghanistan: Interim Report to Congress.
- De Ruijter, Esther, Judith K. Treas, and Philip N. Cohen. 2005. "Outsourcing the Gender Factory: Living Arrangements and Service Expenditures on Female and Male Tasks." *Social Forces* 84(1):305–22.
- Debusmann, Bernd. 2009. "Undercounting Deaths in Iraq, Afghanistan." *Reuters*, September, 10.
- Department of Defense. 2006. Quadrennial Defense Review Report, Washington, DC. Available at: <http://www.defense.gov/qdr/report/report20060203.pdf>.
- Domestic Workers United and Datacenter. 2006. Home Is Where the Work Is: Inside New York's Domestic Work Industry, New York. Available at: <http://www.datacenter.org/reports/homeiswheretheworkis.pdf>.
- Duffy, Mignon. 2007. "Doing the Dirty Work." *Gender & Society* 21(3):313–36.
- Egelko, Bob. 2009. "Domestic Workers Vulnerable to Exploitation." *SFGate.Com* October, 14.
- Executive Office of the President of the United States. 2003. *Budget of the United States Government: Browse Fiscal Year 2004*. Washington, DC: Government Printing Office.
- . 2008. *Budget of the United States Government: Browse Fiscal Year 2009*. Washington, DC: Government Printing Office.
- Farrell, Diana. 2004. "Beyond Offshoring: Assess Your Company's Global Potential." *Harvard Business Review* 82(12):82–90.
- Fay, George R. 2004. AR 15-6 Investigation of the Abu Ghraib Detention Facility and 205th Military Intelligence Brigade. Available at: <http://www.news.findlaw.com/hdocs/docs/dod/fay82504rpt.pdf>.
- Free the Slaves and Human Rights Center. 2004. *Hidden Slaves: Forced Labor in the United States*. Berkeley: Washington DC/University of California.
- Gershuny, Jonathan. 1978. *After Industrial Society? The Emerging Self-Service Economy*. London, UK: Macmillan.

- . 1983. *Social Innovation and the Division of Labour*. Oxford, UK: Oxford University Press.
- Ghodeswar, Bhimrao and Janardan Vaidyanathan. 2008. "Business Process Outsourcing: An Approach to Gain Access to World-Class Capabilities." *Business Process Management Journal* 14(1):23–38.
- Giddens, Anthony. 1990. *The Consequences of Modernity*. Stanford, CA: Stanford University Press.
- Goldsmith, Stephen and William D. Eggers. 2004. *Governing by Network: The New Shape of the Public Sector*. Washington, DC: Brookings Institution Press.
- Government Accountability Office. 2008. Contingency Contracting: DOD, State, and USAID Contracts and Contractor Personnel in Iraq and Afghanistan. Report Number: GAO-09-19. Washington, DC. Available at: <http://www.gao.gov/new.items/d0919.pdf>.
- Greaver, Maurice F. 1999. *Strategic Outsourcing: A Structured Approach to Outsourcing Decisions and Initiatives*. New York, NY: American Management Association.
- Harvey, David. 1990. *The Condition of Postmodernity: An Enquiry into the Origins of Cultural Change*. Malden, MA: Blackwell Publishers.
- Haskins, Catherine B. 2010. Household Employer Payroll Tax Evasion: An Exploration Based on IRS Data and on Interviews with Employers and Domestic Workers. Open Access Dissertations: Paper 163.
- Hira, Ron and Anil Hira. 2005. *Outsourcing America: What's Behind Our National Crisis and how we can Reclaim American Jobs*. New York, NY: AMACOM.
- Hochschild, Arlie R. 2005. "'Rent a Mom' and Other Services: Markets, Meanings and Emotions." *International Journal of Work Organisation and Emotion* 1(1):74–86.
- International Labour Organization. 1998. *Labour and Social Issues Relating to Export Processing Zones: Report for Discussion at the Tripartite Meeting of Export Processing Zones-Operating Countries, Geneva, 1998*. Geneva: Ilo.
- . 2008. *Decent Work for Domestic Workers*. Geneva: International Labor Organization.
- Jolls, C. 2002. "Fairness, Minimum Wage Law, and Employee Benefits." *Faculty Scholarship Series*. Paper 1454.
- Kakabadse, Nada and Andrew Kakabadse. 2006. "Global IT Sourcing: Analysis, Developments and Best Practice Considerations." Pp. 49–64 in *The Offshore Nation: Strategies for Success in Global Outsourcing and Offshoring*, edited by A. Vashistha and A. Vashistha. New York, NY: McGraw-Hill.
- Kalff, Donald. 2006. *An Unamerican Business: The Rise of the New European Enterprise*. London; Philadelphia: Kogan Page.
- Katzman, David M. 1978. *Seven Days a Week: Women and Domestic Service in Industrializing America*. New York, NY: Oxford University Press.
- Katznelson, Ira. 2005. *When Affirmative Action Was White: An Untold History of Racial Inequality in Twentieth-Century America*, 1st ed. New York, NY: W.W. Norton.
- Klein, Naomi. 2002. *No Logo: No Space. No Choice, No Jobs*. New York, NY: Picador.
- Klier, Thomas H. and James M. Rubenstein. 2008. *Who Really Made Your Car? : Restructuring and Geographic Change in the Auto Industry*. Kalamazoo, MI: W.E. Upjohn Institute for Employment Research.
- Lair, Craig D. 2007. The Outsourcing of Intimate Affairs. Ph.D. Dissertation, *University of Maryland*.
- . Forthcoming. *The Outsourcing of Everything: On the Precarious Freedoms of Disembedding*. New York: Oxford University Press.
- Leonhardt, David. 2007. "A Lesson that Thomas could Teach." *The New York Times*, June 20.

- Lieber, Ron. 2009. "Doing the Right Thing by Paying the Nanny Tax." *The New York Times*, January 24.
- Light, Paul. 2006. The New True Size of Government. New York University, Robert F. Wagner Graduate School of Public Service. Research Brief No. 2, August 2006. Available at: http://wagner.nyu.edu/performance/files/True_Size.pdf.
- Lyon, David. 2007. "Surveillance, Power, and Everyday Life." Pp. 472–94 in *The Oxford Handbook of Information and Communication Technologies*, edited by R. Mansell, C. Avgerou, D. Quah, and R. Silverstone. Oxford: Oxford University Press.
- MacDougall, John A. 1994. "Nike's Exploited Workers." *The New York Times*, February 13.
- McCarron, Paula B. 2008. "Long Arm of the Law: The Military Extraterritorial Jurisdiction Act." *Corrections Today Magazine* 70(6):38–41.
- McCoy, Katherine. 2009. "Uncle Sam Wants them." *Contexts* 8(1):14–9.
- Milberg, William and Matthew Amengual. 2008. *Economic Development and Working Conditions in Export Processing Zones: A Survey of Trends*. Geneva, Switzerland: International Labor Organization.
- Minow, Martha. 2009. "Outsourcing Power: Privatizing Military Efforts and the Risks to Accountability, Professionalism, and Democracy." Pp. 110–27 in *Government by Contract: Outsourcing and American Democracy*, edited by J. Freeman and M. Minow. Cambridge, MA: Harvard University Press.
- Mokhiber, Russell. 1997. "The Ten Worst Corporations of 1996." *Multinational Monitor's Corporate Rap Sheet* 17(12).
- Molnar, A., David R. Garcia, Gary Miron, and Shannon Berry. 2007. Profiles of For-Profit Education Management, Ninth Annual Report 2006–2007.
- Nike. 2007–09. Corporate Responsibility Report. Nike Incorporated. Retrieved August 10, 2010. <http://www.nikebiz.com/crreport/content/pdf/documents/en-US/full-report.pdf>.
- Paddock, Richard C. 2010. "Woman Sentenced for Forcing Immigrant to Work without Pay." *AOL News*, April 15.
- Paso del Norte Civil Rights Project et al. 2011. *Human Rights Report*. El Paso, TX: Paso del Norte Civil Rights Project.
- Perman, Sarah, Laurent Duvillier, Natacha David, John Eden, and Samuel Grumiau. 2004. Behind the Brand Names: Working Conditions and Labour Rights in Export Processing Zones. International Confederation of Free Trade Unions (ICFTU).
- Poppo, L. and Mary C. Lacity. 2006. "The Normative Value of Transaction Cost Economics: What Managers Have Learned about TCE Principles in the IT Context." Pp. 259–82 in *Information Systems Outsourcing: Enduring Themes, New Perspectives, and Global Challenges*, edited by R. Hirschheim, A. Heinzl, and J. Dibbern. Berlin-Heidelberg, New York: Springer-Verlag.
- Prahalad, C. K. and Gary Hamel. 1990. "The Core Competence of the Corporation." *Harvard Business Review* 68:79–93.
- Quinn, James B. and Frederick G. Hilmer. 1995. "Strategic Outsourcing." *McKinsey Quarterly* (1):48–70.
- Romero, Mary. 1992. *Maid in the U.S.A.* New York, NY: Routledge.
- Sabol, William J. and Heather Couture. 2008. Prison Inmates at Midyear 2007. Washington, DC: U.S. Department of Justice, Bureau of Justice Statistics, Office of Justice Programs. Available at: <http://bjs.ojp.usdoj.gov/content/pub/pdf/pim07.pdf>.
- Sandholtz, Kurt, Brooklyn Derr, Kathy Buckner, and Dawn Carlson. 2002. *Beyond Juggling: Rebalancing Your Busy Life*. San Francisco, CA: Berrett-Koehler Publishers, Inc.
- Sanger, Mary B. 2003. *The Welfare Marketplace : Privatization and Welfare Reform*. Washington, DC: Brookings Institution Press.

- Schlaerth, Christian A. I. and John W. Murphy. 2009. "Fighting the Good Fight: The Janitor's Strike at the University of Miami." *Theory in Action* 2(4):7–28.
- Schooner, Steven L. 2005. "Contractor Atrocities at Abu Ghraib: Compromised Accountability in a Streamlined, Outsourced Government." *Stanford Law and Policy Review* 16(2):549ff.
- . 2008. "Why Contractor Fatalities Matter." *Parameters: U.S. Army War College* 38(3):78–91.
- Schwarz, A. 1991. "Running a Business: Shoe Manufacturers Accused of Exploiting Labour." *Far Eastern Economic Review*. June 20:16.
- Scott, Collin, Henriette Lundgren, and Paul Thompson. 2011. *Guide to Supply Chain Management*. New York, NY: Springer-Verlag.
- Sherman, Rachel. 2010. "Time Is Our Commodity." *Work and Occupations* 37(1):81–114.
- Smith, Vicki. 1997. "New Forms of Work Organization." *Annual Review of Sociology* 23:315–39.
- Soloway, Stan and Alan Chvotkin. 2009. "Federal Contracting in Context: What Drives It, How to Improve It." Pp. 192–238 in *Government by Contract: Outsourcing and American Democracy*, edited by J. Freeman and M. Minow. Cambridge, MA: Harvard University Press.
- Taussig-Rubbo, Mateo. 2009. "Outsourcing Sacrifice : The Labor of Private Military Contractors." *Yale Journal of Law and the Humanities* 21(1):103–69.
- Tonkiss, Fran. 2006. *Contemporary Economic Sociology: Globalisation. Production, Inequality*, 1st ed. London, UK; New York, NY: Routledge.
- Williamson, Oliver E. 1975. *Markets and Hierarchies: Analysis and Antitrust Implications: A Study in the Economics of Internal Organization*. New York, NY: Free Press; Collier Macmillan.
- Wrigley, Julia. 1999. "Hiring a Nanny: The Limits of Private Solutions to Public Problems." *Annals of the American Academy of Political and Social Science* 563:162–74.