

**Inter-Agency Agreement between the U.S. Department of Labor, (DOL)
Office of Federal Contract Compliance Programs (OFCCP) and the U.S.
Census Bureau (USCB) to Provide Goods and Services Related to the Equal
Employment Opportunity Custom Tabulation (EEO Custom Tabulation or
EEO Tab) using the American Community Survey (ACS) 5-year data for
years 2014-2018**

U.S. CENSUS BUREAU Agreement No. XXXX-XXXX-XXX

I. Parties, Authority, and Justification

A. Parties

This Inter-Agency Agreement (IAA) is established between the U.S. Department of Labor, (DOL) Office of Federal Contract Compliance Programs (OFCCP) and the U.S. Census Bureau (USCB). OFCCP is a member of a consortium of Federal agencies including, at present, the U.S. Department of Justice, Civil Rights Division, the Equal Employment Opportunity Commission (EEOC), and the Office of Personnel Management (OPM). The Census Bureau will provide each agency with a specific set of tables based on the American Community Survey 5-year data for years 2014-2018, which tables are later collectively published as the Equal Employment Opportunity Custom Tabulation (EEO Tab). OFCCP will pay the U. S. Census Bureau for supplying goods and services related to producing the Equal Employment Opportunity Custom Tabulation using the American Community Survey (ACS) 5-year data for years 2014 – 2018.

B. Authority

This agreement is authorized under Title 13, United States Code, (U.S.C. or Title 13), Section 8(b), under which the U.S. Census Bureau may perform statistical services for other government agencies and private organizations on a reimbursable basis.

The EEO Tab is used by OFCCP as a tool in the enforcement of Executive Order 11246 –Equal Employment Opportunity. It is also used by federal contractors seeking to comply with EO 11246.

C. Justification

OFCCP finds that the U.S. Census Bureau and its staff are the only entity that can provide these services. Authorized under 13 U.S.C. §§ 141 and 193, the U.S. Census Bureau collects survey data through the American Community Survey. This project will use the 5-year data from the 2014 – 2018 ACS surveys to create a custom tabulation that the consortium agencies will use to monitor and enforce civil rights laws and regulations in the area of employment. The ACS is the only

source that can provide this information. The ACS is the largest general-purpose demographic survey in the United States and includes questions on individuals' occupations in combination with other demographic characteristics, such as the individual's race, sex, national origin, age, educational attainment, and income.

D. Statement on Title 13 and Confidentiality Protection

Title 13, Section 9 of the United States Code (U.S.C.) requires the Census Bureau to keep confidential any information collected from the public under the authority of Title 13. Section 214 of Title 13, U.S.C., and Sections 3559 and 3571 of Title 18, U.S.C., provide for the imposition of penalties of up to five years in prison and up to \$250,000 in fines for wrongful disclosure of confidential census information.

Disclosure avoidance is the process for protecting the confidentiality of data, as required under Title 13 U.S.C. A disclosure of data occurs when someone can use published statistical information to identify an individual who has provided information under a pledge of confidentiality. For data tabulations, the Census Bureau uses disclosure avoidance procedures to modify or remove the characteristics that put confidential information at risk for disclosure. Although a table may appear to show information about a specific individual, the Census Bureau has taken steps to disguise or suppress the original data, while making sure the results are still useful. The techniques used by the Census Bureau to protect confidentiality in tabulations vary, depending on the type of data.

The parties understand that Title 13 confidentiality protection and disclosure avoidance techniques apply to all work described in this agreement. Accordingly, upon completion of the tabulation, the data produced must be reviewed by the Census Bureau to ensure that no identifiable Title 13 data are or may be disclosed. Should it be determined that the requested tabulation does or reasonably could result in such disclosure, then the data will be modified to protect confidentiality prior to release to OFCCP. The Census Bureau will not provide data made confidential by Title 13 in the EEO Tab.

II. Statement of Work

A. Background

In 1970, the Census Bureau produced the first EEO Tab as a custom tabulation under a contract from the Organization Resources Council (ORC). This EEO file used data collected by the decennial long form questionnaire. In 1980 and 1990, the Census Bureau produced the EEO File as a standard product after realizing the continued need for and expanded use of such a tabulation. Following the release of the 1990 EEO File as a standard product, a consortium of 11 sponsors funded an additional release of more detailed tabulations. The U.S. Census

Bureau released this product as the 1990 Census/EEO Supplemental Tabulations. Due to budget considerations, the Census Bureau decided to discontinue the publication of a standard EEO File. A consortium of Federal agencies funded the Census 2000 EEO Custom Tabulation, a combination of the 1990 Census/EEO File and 1990 Census/EEO Supplemental Tabulation.

In 2010, the Census Bureau discontinued the decennial long form questionnaire. The American Community Survey produces 5-year data on a continuous basis, which provides data nearly comparable to the decennial long form data. The U.S. Census Bureau, using funding provided by the consortium of Federal agencies, created the 2010 Equal Employment Opportunity Special Tabulation using 2006-2010 ACS 5-year data. The tabulation to be created using 2014-2018 ACS data will be similar to the 2000 and 2010 tabulations, but with some modifications, as requested by the consortium of Federal agencies.

B. Tasks

1. General Task

The Census Bureau will create an EEO tabulation using 2014-2018 ACS 5-year data for the above-mentioned consortium of Federal agencies, in accordance with the specifications in Attachment A - DOL Custom Tabulation Specifications.

2. Specific Tasks

- a. Within 6 to 8 weeks following the effective date of this agreement, the Census Bureau shall meet with staff from the OFCCP at the Census Bureau Headquarters at 4600 Silver Hill Road, Suitland, Maryland 20746, to review the EEO tabulation request specified in Attachment A – DOL Custom Tabulation Specification. Any modifications necessary to meet the needs of the consortium agencies and to satisfy Census Bureau requirements for maintaining the confidentiality of respondents will be discussed at this and subsequent meetings as needed.
- b. The U.S. Census Bureau’s EEO Custom Tabulation work group will continue its oversight role. The Social, Economic, and Housing Statistics Division (SEHSD) will provide the necessary specifications and documentation to the American Community Survey Office (ACSO) for them to generate the tables specified in Attachment A after the data from the 5-year American Community Survey (ACS) has been processed and reviewed. Population Division will provide files needed for the new delineation of the County Sets, revisiting all 2010 County Sets plus Puerto Rico. The data files produced for the EEO tabulation using 2014-2018 ACS 5-year data shall include data for each of the tabulation variables at the geographic level specified.

The Census Bureau shall conduct quality and consistency checks to ensure the data have been properly compiled. The expected major time line for producing the file is as follows:

Fall 2016:	Draft schedule and project plan
Spring 2017:	Interagency Agreement in place
Fall 2017:	Purchase disk space for tabulation
Fall 2018:	First draft of tabular specifications
Fall 2019:	Tabulation requirements and schedule finalized
Fall 2019:	Establish final county/place geographic areas
Fall 2020:	Begin production of custom tabulation
Winter 2020:	Delivery of the EEO Custom Tabulation.

- c. The delivery of the final EEO tabulation using 2014-2018 ACS 5-year data could be affected by the development of the 2014 – 2018 ACS 5-year data and the extent of the disclosure analysis required to protect privacy and maintain confidentiality.
- d. The U.S. Census Bureau will provide the final data file to OFCCP and each member of the consortium of Federal agencies in an ASCII format on an FTP site and/or DVD. A comprehensive data dictionary will be provided with the custom tabulation file. If needed, OFCCP will receive limited technical knowledge support from the U.S. Census Bureau, to organize their final delivery files properly.
- e. This agreement represents the products OFCCP is purchasing from the Census Bureau, and this is a stand-alone agreement. OFCCP has determined that these tasks are non-severable from each other because the need is for the full finished tabulation. OFCCP will not get value from the component parts of this project, but will only receive value when the whole project is complete.

III. TERMS AND CONDITIONS

The U.S. Census Bureau will achieve full cost recovery for the goods and services it is providing under this agreement to OFCCP and the other Federal agencies included in the consortium. Any changes to the scope of work will require the U.S. Census Bureau staff to review the schedule and cost of the tabulation to assess its impact.

As a matter of policy, the U.S. Census Bureau maintains a publicly available list of all custom tabulations that includes the names of the requesters and a brief

description of the products. Once produced, custom tabulations also will be available upon request to all subsequent requestors for the cost of reproduction. Signature on this agreement constitutes acknowledgment and acceptance of this Census Bureau policy by the Parties.

The Freedom of Information Act (FOIA) provides for the public disclosure of custom tabulations, except in those instances where exemptions to the FOIA prevent their release.

IV. TRANSFER OF FUNDS

The estimated total cost for all of the tables being produced for the EEO tabulation using 2014-2018 ACS 5-year data is \$1,238,080. The estimated total cost to OFCCP of the tables and tabulation is \$310,000 spread in payments starting in FY2017 through FY2020. OFCCP is obligating the full amount of \$310,000.

The U.S. Census Bureau is requesting OFCCP for a payment for estimated costs of furnishing the supplies and services starting in FY2017. The cost estimates are subject to revision, pending decisions on disclosure rules and subsequent changes by the consortium of Federal agencies in the scope of the tabulation requested. Thus, the total project cost and payments are subject to revision.

The OFCCP agrees to transfer funds to the U.S. Census Bureau in the form of progress or periodic payments, on a quarterly basis at minimum. OFCCP agrees to transfer funds for the fiscal year according to the schedule in Attachment B. At least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

V. CONTACTS & ACCOUNTING INFORMATION

The contacts of each party to this agreement are:

Budget Contact Person

Monique Kennedy, Budget Analyst

U.S. Department of Labor (DOL), Office of Federal Contract Compliance Programs (OFCCP)

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CFCP00 CFCCPP C90031 253084

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Census DUNS Number: 929955383
Agency Locator Code: 13040001
Treasury Account Symbol: 13X4512
Business Event Type Code: COLL CAN: 7333000

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

VI. DURATION OF AGREEMENT, AMENDMENTS AND MODIFICATIONS

This agreement will become effective when signed by all parties. The agreement will terminate on September 30, 2020, but may be amended at any time by mutual consent of the parties, if the amendment affects only the U.S. Census Bureau and the OFCCP. When a proposed modification to this agreement affects one or more of the agreements with the other consortium federal agencies or seeks to modify the specifications in Attachment A, the Census Bureau and the affected consortium agencies will discuss the proposed modification prior to amending the agreement. The parties will review this agreement at least once every three years to determine whether the agreement should be revised, renewed, or canceled. Either party to this agreement may terminate this agreement by providing 30 days written notice to the other party. This agreement is subject to the availability of funds.

VII. RESOLUTION OF DISAGREEMENTS

Should disagreements arise as to the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement of interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

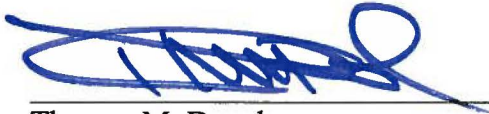
If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be

resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

Nothing herein is intended to conflict with current U.S. Census Bureau or OFCCP directives. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, all necessary changes will be accomplished, either by an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

VIII. TERMINATION COSTS

If OFCCP cancels the order, the U.S. Census Bureau is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.



Date 6-13-2017

Thomas M. Dowd
Acting Director, Office of Federal Contract Compliance Programs
Department of Labor



Date 6-19-17

Victoria Velkoff
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Attachments

- A. Attachment A - DOL Custom Tabulation Specifications
- B. Attachment B - DOL Custom Tabulation Cost Estimate