

**EXHIBIT G**  
**DSBS SUBCONTRACT AGREEMENT FORM**



This is the New York City Department of Small Business Services Subcontract Agreement form is used to identify agreements entered into between a DSBS Contractor and the entity that the Contractor has contracted with (referred to as a “DSBS Subcontractor” or simply “Subcontractor”) to assist Contractor in the performance of its obligations under the primary DSBS contract. The Subcontract Agreement form sets forth all of the City and federal requirements for contracts that receive federal funding. By signing the Subcontract Agreement Form and *Appendix 3* and *4* to this form, the Subcontractor agrees to abide by the same required clauses for federally funded contracts that Contactor agreed to when it entered into its contract with DSBS. The Subcontract Agreement form also asks for pertinent information from the Subcontractor that is needed to process the subcontract agreement.

Name of PRIME CONTRACTOR: \_\_\_\_\_

EIN No.: \_\_\_\_\_

PIN No./Grant or Contract No: \_\_\_\_\_

Name of SUBCONTRACTOR: \_\_\_\_\_

EIN No.: \_\_\_\_\_

SUBCONTRACT TERM: from: \_\_\_\_\_ to: \_\_\_\_\_

SUBCONTRACT AMOUNT: \$ \_\_\_\_\_

In the performance of services under this contract, the Subcontractor will comply with all applicable federal, New York State and New York City laws and regulations, including, where applicable, the Workforce Investment Act (WIA), as amended, all WIA regulations, applicable United States office of Management and Budget Circulars, and all relevant policies and procedures of the United States Department of Labor, the New York State Department of Labor, the City of New York and the Department of Small Business Services. Amendments, revisions and additions to governing laws, regulations and policies will be binding on the Subcontractor.

Contractor and Subcontractor agree to the terms of this Agreement by signing below, on the day and year set beside their respective signatures.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Prime Contractor Name

\_\_\_\_\_  
Print Subcontractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DSBS PROGRAM UNIT**

Program/Contract Manager: \_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Telephone: (\_\_\_\_) \_\_\_\_\_

**DSBS LEGAL DEPARTMENT**

Approved as to form: \_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## A. SUMMARY OF PROGRAM SERVICES

### 1. Goals and Objectives

Attached and incorporated as part of this agreement.

## B. TERMS AND CONDITIONS

1. The Subcontractor and the Contractor agree that all work to be performed under this Agreement shall be in accordance with the terms and conditions of the contract between the Contractor and the Department of Small Business Services (“DSBS”), which is incorporated by reference herein.

2. The Subcontractor and the Contractor agree that nothing contained herein, or under the contract between the contractor and DSBS, shall create any contractual relationship between the Sub-Contractor and DSBS.

3. The Subcontractor and the Contractor also agree that nothing contained in this Agreement shall impair the rights of DSBS under the aforementioned contract.

4. If applicable, the Subcontractor will maintain all records of program participants that contain information protected by federal and New York State privacy laws in confidential files, protected from access by unauthorized persons for up to seven years from the date the Subcontractor commences work under this Agreement.

5. All of the reports, information or data, furnished to or prepared, assembled or used by the Subcontractor under this Agreement are to be held confidential and the Subcontractor agrees that the same shall not be published or made available to any individual or organization without the prior written approval of DSBS.

## C. PERFORMANCE STANDARDS

The following Performance Standards apply where the Subcontractor is administering a training program open to participants:

1. **General** – The Subcontractor will deliver the services described in this Agreement in accordance with the standards of professional quality as generally and customarily defined within the pertinent profession.

2. **Free Access** – The program shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

3. **No Fees** – The Subcontractor will not charge any fee or require payment or purchase, or encourage or require the incurring of financial debt as a condition of eligibility for participation in this program

#### **D. REQUIRED CLAUSES FOR FEDERALLY-FUNDED SUBCONTRACTS**

The following clauses, required in contracts that receive federal funds, are applicable to all subcontract agreements that are the direct or indirect recipients of federal funds. Subcontractors who receive federal funds agree to abide by the following terms and conditions:

- (a) Drug-Free Workplace. The drug-free workplace terms of *Appendix 1*; and
- (b) Smoke Free Environment. All smoke-free environment requirements; and
- (c) Equal Opportunity and Non-Discrimination. The equal opportunity and non-discrimination provisions of *Appendix 2*; and
- (d) Confidentiality. All requirements concerning the confidentiality of customer data and other information and records; and
- (e) Debarment and Suspension. The provisions regarding debarment and suspension contained in *Appendix 3*.
- (f) Inventions, Patents, Copyright. If any copyrightable material is developed under, or in the course of performing this Contract, the City and the United States Department of Labor shall each have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.
- (g) Lobbying Activities. No funds provided under this Agreement may be used for publicity designed to support or defeat any proposed federal, State or local legislation. Subcontractor agrees to abide by the anti-lobbying provisions attached hereto as *Appendix 4*.
- (h) Clean Air, Clean Water, Energy Conservation. Subcontractor agrees to abide by the provisions regarding the Clean Air, Clean Water, and Energy Policy and Conservation Acts contained in *Appendix 5*.
- (i) Sectarian Activities. No funds provided under this Subcontract may be used in support of any religious or anti-religious activity. There shall be no religious worship, instruction, or proselytizing, as part of, or in connection with the performance of this Contract.
- (j) Union Activities. No funds provided under this Subcontract may be used to assist, promote, or deter union organizing.
- (k) Political Activity. No funds provided under this Subcontract may be used for political activity or any activity to further the election or defeat of any candidate for public, political or party office.
- (l) Conflicts of Interest. The Subcontractor shall take every reasonable course of action in order to maintain the integrity of the expenditure of funds pursuant to its subcontract and to avoid any favoritism or improper conduct. The Subcontractor shall conduct all activities pursuant to its subcontract in a fair and impartial manner, free from nepotism and from any personal, financial or political gain and will avoid situations that give rise to the appearance that any decision was influenced by prejudice, bias, special interest, familial relationship or personal gain.

(m) Grievance Procedures. The Subcontractor shall provide a process for dealing with grievances and complaints. Such grievance process shall comply with 20 CFR 667.600 and provide, at a minimum, the following:

1. notice to all participants of the grievance process.
2. opportunity for an informal resolution and hearing within 60 days of filing grievance or complaint.
3. a process that allows a participant to submit a grievance alleging a labor standards violation to binding arbitration if provided by a collective bargaining agreement covering the parties.
4. an opportunity to appeal determinations to a State entity if no decision is reached within 60 days or either party is dissatisfied with the determination.

(n) Fraud Reporting. Pursuant to 20 CFR 667.630, any information or complaints concerning criminal fraud, waste, abuse or other criminal activity discovered by or reported in connection with a Workforce Investment Act (WIA) or WIA-related program shall be immediately reported to: The United States Department of Labor, Office of the Inspector General, Office of Investigations, Room S-5514, 200 Constitution Avenue NW, Washington, D.C. 20210, Phone Number 1-800-347-3756.

#### **E. CONSIDERATION**

The Subcontractor shall be compensated by the Contractor in an amount not to exceed

\_\_\_\_\_ DOLLARS

### *Appendix 1: Drug-Free Workplace*

In order to maintain a drug-free workplace, the Subcontractor shall:

- Publish statements notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- Establish an on-going drug-free awareness program to inform employees about the dangers of drug abuse in the workplace. The Subcontractor's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance program; and the penalties that may be imposed upon the employee and participant for drug abuse violation occurring in the workplace.
- Require that each employee working under this Agreement be given a copy of the statement described above.
- Notify the employee in such statement that as a condition of employment under the grant, the employee will abide by the terms of the statement and notify the Subcontractor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- Provide notice in writing within 10 calendar days after having received notice from an employee or otherwise receiving actual police notice of such conviction to the Department and to Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12244. Notices shall include the identification number(s) of each affected grant.
- Take one of the following actions, within thirty (30) calendar days of receiving notice, with respect to any employee who is convicted:
  - appropriate personnel action against such employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  - require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the foregoing.
- Provide a written certification of the foregoing for each of its training sites.

## Appendix 2: Equal Opportunity and Non-Discrimination

### PART 1

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I- financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

### PART 2

During the performance of the Agreement, the Subcontractor agrees as follows:

1. The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

3. The Subcontractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subcontractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment
4. The Subcontractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Subcontractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by DSBS and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Subcontractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Subcontractor is hereby on notice that the Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor is hereby on notice that the Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### *Appendix 3: Debarment and Suspension*

A. This certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, DSBS may pursue available remedies, including suspension and/or debarment.

B. The Subcontractor shall provide immediate written notice to DSBS if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29).

D. The Subcontractor agrees that by entering into this Agreement, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by DSBS.

E. The Subcontractor further agrees that by entering into the Agreement it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all of its solicitations for subcontracts.

F. DSBS may rely on the certification of the Subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from entering this Agreement, unless DSBS knows that the certification is erroneous. DSBS may decide the method and frequency by which it determines the eligibility of its principals.

G. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of DSBS is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

H. Except for transactions authorized under paragraph D of this section, if the Subcontractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the federal government, DSBS may pursue available remedies, including suspension and/or debarment.

1. Subcontractor certifies that by entering this Agreement, neither it nor its “principals,” as defined at 49 CFR § 29.105(p), are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. If the Subcontractor is unable to certify to the statements in this certification, the Subcontractor shall attach an explanation hereto.

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Name of Organization

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Name and Title of Authorized Representative

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Signature

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Date

**Appendix 4: Anti-Lobbying Provisions**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Appendix 5: Clean Air, Clean Water, Energy Policy and Conservation*

1. COMPLIANCE WITH CLEAN AIR ACT

A. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor shall report each violation to DSBS, and understands and agrees that DSBS will, in turn, report each violation as required to assure notification the USDOL and the appropriate EPA Regional office.

B. The Contractor shall include the requirements set forth in this section in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by USDOL.

2. COMPLIANCE WITH CLEAN WATER ACT

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to DSBS, and understands and agrees that DSBS will, in turn, report each violation as required to assure notification to the USDOL and the appropriate EPA Regional Office.

B. The Contractor shall include the requirements set forth in this section in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the USDOL.

3. COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).