

NOTE: This document is provided as a basic example of a subcontract agreement for only human services contracts. This example does not include provisions required for federally funded contracts and other provisions that may be required by federal or state law or desirable by the parties based on the nature of the services. **The use of this example is not required if Contractor and its subcontractor have a written subcontract in accordance with Contractor’s contract with the City.** This example does not constitute legal advice and the parties are encouraged to seek the assistance of an attorney.

Subcontractor EIN # \_\_\_\_\_

## SUBCONTRACT

This Subcontract (“Subcontract”) is made as of the latest date signed by the signatory below by and between \_\_\_\_\_, with offices at \_\_\_\_\_ (“Contractor”), and \_\_\_\_\_, an organization / individual with offices at \_\_\_\_\_ (“Subcontractor”).

### Recitals

- A. WHEREAS, Contractor has entered into an agreement, Contract I.D. # \_\_\_\_\_ (“City Contract”), with the City of New York (the “City”), acting by and through, \_\_\_\_\_ (“City Agency”); and
- B. WHEREAS, Contractor wishes to engage Subcontractor, an organization/individual separate from and independent of Contractor, to provide certain program services required by the City Contract not otherwise performed by Contractor’s paid or unpaid staff, as set forth in Section 2, below (“Services”), and Subcontractor is able and willing to provide the Services; and
- C. WHEREAS, Contractor will utilize the City’s web based system, PIP ([Payee Information Portal www.nyc.gov/pip](http://www.nyc.gov/pip)), to obtain Subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all Subcontractor payment information and other related information in such system during the City Contract term.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Contractor and Subcontractor hereby agree as follows:

### Agreement

- 1. **Term:** The services shall be provided during the term of the Subcontract, beginning \_\_\_\_\_ and ending \_\_\_\_\_ (“Term”).
- 2. **Scope of Services:** Subcontractor shall provide the Services described in Annex A “Workscope” in accordance with all applicable provisions of the City Contract.

**3. Payment:**

- a. Subject to City Agency approval of this Subcontract, including Annex B “Subcontract Budget,” attached hereto and made a part hereof, and the availability of program budget funds, Contractor shall pay Subcontractor as compensation for the Services an amount not to exceed \_\_\_\_\_ (“Subcontract Budget Amount”).
- b. Payments to Subcontractor shall be made upon receipt by Contractor of timely, accurate, and complete invoices.

**4. Representations and Warranties:**

- a. Subcontractor represents and warrants that it has sufficient fiscal and organizational capacity to perform the Services.
- b. If subcontract is less than \$20,000 and the Subcontractor is an entity organized as a corporation, the Subcontractor represents that the list of officers and Board of Directors whose names and addresses are listed on Annex C, attached hereto, are accurate as of the date of execution of this Subcontract.
- c. If Contractor is a not-for-profit corporation and if this Subcontract constitutes a related party transaction as defined by Not-for-Profit Corporation Law section 102, Contractor represents that it is in compliance with Not-for-Profit Corporation Law section 715.
- d. If the Budget Amount is greater than \$20,000, Subcontractor is prequalified in HHS Accelerator.

**5. Termination:**

This Subcontract will be terminated, suspended, or modified:

- a. After ten (10) days’ prior written notice by Contractor to Subcontractor if:
  - (i) in the sole judgment of Contractor or City agency, Subcontractor has failed to perform in accordance with the terms and conditions of this Subcontract or the City Contract, or
  - (ii) the Program budget is reduced;
- b. Immediately upon termination of the City Contract.

**6. Insurance:**

- a. If Subcontractor is providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available, Subcontractor shall maintain such insurance for at least \$1,000,000 per claim. Subcontractor shall provide a certificate of insurance evidencing such coverage to Contractor.
- b. [Optional: Subcontractor shall maintain commercial general liability insurance in minimum amounts of \$\_\_\_\_\_ per occurrence, \$\_\_\_\_\_ personal and advertising injury, and \$\_\_\_\_\_ aggregate that includes the Contractor and the City, including their respective officials and employees, as additional insureds with coverage at least as broad as ISO Form CG 20 26.]

**7. City Contract:**

- a. Nothing in this Subcontract shall impair the rights of the City under the City Contract.
- b. Nothing in this Subcontract shall create any relationship between Subcontractor's employees or agents (including, without limitation, a contractual relationship, employer-employee relationship, or a quasi-employer/quasi-employee relationship) or impose any liability or duty on the City for (i) the acts, omissions, liabilities, rights or obligations of Subcontractor or its employees (including without limitation, obligations set forth in any collective bargaining agreement) or (ii) taxes of any nature or (iii) any right or benefit applicable to an official or employee of the City (including without limitation, Workers' Compensation coverage, Employer's Liability coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage, employee health and welfare benefits or employee retirement benefits, membership or credit).
- c. Nothing contained in this Subcontract, or in the City Contract shall create any contractual relation between Subcontractor and the City, or impose any liability or duty on the City on account of the acts, liabilities or obligations of Subcontractor, or authorize Subcontractor to hold itself out as an employee of the City.
- d. Subcontractor agrees to comply with the requirements in Article 5 of Appendix A to the City Contract and all references to Contractor in Article 5 shall be construed to refer to Subcontractor.
- e. Subcontractor shall not engage in any discriminatory practice prohibited by Title 8 of the City Administrative Code.
- f. Subcontractor shall not knowingly permit Enforcement Personnel to have access to non-public areas of the facilities where the services provided pursuant to this Subcontract are provided unless:

- i. such Enforcement Personnel are authorized to have access pursuant to an agreement, contract, or subcontract;
- ii. such Enforcement Personnel present a judicial warrant;
- iii. access is otherwise required by law;
- iv. such Enforcement Personnel are accessing such non-public areas as part of a cooperative arrangement involving City, state or federal agencies;
- v. access furthers the purpose or mission of a City agency; or
- vi. exigent circumstances exist.

For the purposes of this Section 7(f), the phrase “Enforcement Personnel” means government personnel who are empowered to enforce civil or criminal laws, but excludes personnel of the City, the New York City Department of Education, or a local public benefit corporation or a local public authority.

- g. If this Subcontract exceeds \$100,000, Subcontractor shall comply with Annex E (Executive Order 50) and Annex F (Whistleblower Protection).
- h. If this Subcontract involves the provision of homecare services, day care services, head start services, services to people with cerebral palsy, building services, food services, or temporary services, as those services are defined in City Administrative Code § 6-109, Subcontractor shall comply with Annex G (Living Wage).
- i. The City may enforce the provisions of this Section 7 as though it were a party to this Subcontract.

**8. Entire Agreement:**

- a. This Subcontract consists of the following documents, constituting the entire agreement between the parties:
  - This document;
  - Annex A, Workslope;
  - Annex B, Subcontractor Budget;
  - Annex C, Board of Directors (applicable if subcontract is less than \$20,000 and Subcontractor has a board or similar governing body);
  - Annex D, Identifying Information Rider;
  - Annex E, Executive Order 50 provisions (applicable if the value of the Subcontract exceeds \$100,000);
  - Annex F, Whistleblower Protection (applicable if the value of the Subcontract exceeds \$100,000); and

- Annex G, Living Wage provisions (applicable if the Services involve employees covered by City Administrative Code § 6-109).

The City Contract is attached for informational purposes.

- b. This Subcontract contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties or to vary any of the terms herein. Any waiver, alteration, modification, cancellation or replacement of this Subcontract must be agreed upon in writing by the parties and approved in writing, in advance, by City Agency.

**[Remainder of the page intentionally blank.]**

**IN WITNESS WHEREOF**, the parties have executed the Subcontract on the date and year set opposite their respective authorized signatures.

**Contractor:**

\_\_\_\_\_ **Date** By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)

**Subcontractor:**

\_\_\_\_\_ **Date** By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)

**Approved:**

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Assistant Commissioner (or designee)

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
(Date)

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_, to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

***CORPORATE – WITH SEAL***

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_ and that he/she is the \_\_\_\_\_ of the corporation described in, and which executed the above instrument, that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

***CORPORATE – WITHOUT SEAL***

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_ and that he/she is the \_\_\_\_\_ of the corporation described in, and which executed the foregoing agreement; that he/she signed his/her name thereto by order of the Board of Directors of said corporation, and that the corporation has no seal.

\_\_\_\_\_  
NOTARY PUBLIC

***UNINCORPORATED ASSOCIATION***

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came \_\_\_\_\_, to me and known to me to be the \_\_\_\_\_ of the unincorporated association described in and which executed the foregoing agreement; and who acknowledged to me that he/she executed the foregoing agreement on behalf of said unincorporated association.

\_\_\_\_\_  
NOTARY PUBLIC

**SUBCONTRACT**

**ANNEX A WORKSCOPE**

<b>Subcontractor</b> _____
<b>Address</b> _____ <b>State</b> _____ <b>Zip Code</b> _____
<b>Contractor</b> _____ <b>Contract ID #</b> _____

**Description of Services:**

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**Schedule (for each City fiscal year of the Subcontract):**

Service Period Start and End Dates	
No. Hours per Day	
No. Days per Week	
No. Weeks per Year	



## SUBCONTRACT

### ANNEX B SUBCONTRACTOR BUDGET

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Tel # \_\_\_\_\_

EIN \_\_\_\_\_ Contract ID # \_\_\_\_\_

Budget Period \_\_\_\_\_ Through \_\_\_\_\_

#### TOTAL BUDGET

#### PERSONNEL SERVICES

Salaries and Wages \_\_\_\_\_  
Fringe Benefits \_\_\_\_\_

#### NON-STAFF SERVICES

\_\_\_\_\_

#### OTHER THAN PERSONNEL SERVICES

Consumable Supplies \_\_\_\_\_  
Equipment Purchases \_\_\_\_\_  
Equipment Other \_\_\_\_\_  
Space Rental \_\_\_\_\_  
Travel \_\_\_\_\_  
Utilities and Telephone \_\_\_\_\_  
Other Costs \_\_\_\_\_

Total Costs \_\_\_\_\_

**SUBCONTRACT**

**ANNEX B, PAGE 2**

**SALARIES AND WAGES SUPPORT SHEET**

<b># of Positions</b>	<b>Position Title</b>	<b>Hourly Rate</b>	<b>Total Hours Per Week</b>	<b>Total # of Weeks</b>	<b>Total Cost</b>	<b>% Applied to Subcontract</b>	<b>Total Cost Applied to Subcontract</b>

**Total Budget Salaries**

**FRINGE BENEFITS**

**FICA @ 7.65%, Unemployment Insurance, Medical, Workers Compensation, Disability**

**NON-STAFF SERVICES**

**Consultants/Vendors**

Description (if additional space is required attach pages)

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## **SUBCONTRACT**

### **ANNEX D**

#### **IDENTIFYING INFORMATION RIDER**

*Note: This Identifying Information Rider has been adapted for use specifically for the model subcontract for human services.*

##### **Section 1.01 Background.**

Local Laws 245 and 247 of 2017 (codified at New York City Charter (“Charter”) Section 8 subdivision (h) and the Administrative Code of the City of New York (“Admin. Code”) Sections 23-1201 to -1205) are effective June 15, 2018. Such laws apply to human services contracts and other contracts designated by the City Chief Privacy Officer that involve the collection, retention, or disclosure of “Identifying Information” in connection with services provided under a City contract. Accordingly, in connection with the services provided under this Subcontract, Subcontractor may collect, retain, and disclose Identifying Information only in accordance with the requirements of this Identifying Information Rider, the policies and protocols adopted pursuant to Admin. Code Sections 23-1201 to -1205, the other provisions of this Subcontract and as otherwise required by law.

##### **Section 1.02 Definitions.**

A. “Agency” means the City agency or office through which the City has entered into the City Contract.

B. “Agency Privacy Officer” means the person designated to exercise functions under Admin. Code Sections 23-1201 to -1205 by the Agency through which the City is a party to the City Contract.

C. “City Chief Privacy Officer” means the person designated by the Mayor pursuant to Charter Section 8 subdivision (h) as the City’s Chief Privacy Officer or such person’s designee.

D. “Exigent Circumstances” means circumstances where collection or disclosure is urgently necessary, such that procedures that would otherwise be required cannot be followed.

E. “Identifying Information” means any information provided by the City or Contractor to the Subcontractor or obtained by Subcontractor in connection with this Subcontract that may be used on its own or with other information to identify or locate an individual. Identifying Information includes, but is not limited to: name, sexual orientation, gender identity, race, marital or partnership status, status as a victim of domestic violence or sexual assault,

status as a crime victim or witness, citizenship or immigration status, eligibility for or receipt of public assistance or city services, all information obtained from an individual's income tax records, an individual's Social Security number, information obtained from any surveillance system operated by, for the benefit of, or at the direction of the New York City Police Department, motor vehicle information or license plate number, biometrics such as fingerprints and photographs, languages spoken, religion, nationality, country of origin, place of birth, date of birth, arrest record or criminal conviction, employment status, employer information, current and previous home and work addresses, contact information such as phone number and email address, information concerning social media accounts, date and/or time of release from the custody of the Administration for Children's Services, the Department of Correction, or the New York City Police Department, any scheduled court appearances, any scheduled appointments with the City, the Subcontractor that provides human services or other services designated by the City Chief Privacy Officer, and any other category of information designated by the City Chief Privacy Officer.

### **Section 1.03 Collection.**

Absent Exigent Circumstances, Subcontractor shall not collect Identifying Information unless such collection (a) has been approved by the Agency Privacy Officer or the City Chief Privacy Officer and the collection of such Identifying Information is in furtherance of Subcontractor's obligations under this Subcontract; (b) is required by law or treaty; (c) is required by the New York City Police Department in connection with a criminal investigation; or (d) is required by a City agency in connection with the welfare of a minor or other individual who is not legally competent.

### **Section 1.04 Disclosure.**

A. Absent Exigent Circumstances, Subcontractor shall not disclose Identifying Information unless such disclosure (a) has been authorized in writing by the individual to whom such information pertains or, if such individual is a minor or is otherwise not legally competent, by such individual's parent, legal guardian, or other person with legal authority to consent on behalf of the individual; (b) has been approved by the Agency Privacy Officer or the City Chief Privacy Officer and the disclosure of such Identifying Information is in furtherance of Subcontractor's obligations under this Subcontract; (c) is required by law or treaty; (d) is required by the New York City Police Department in connection with a criminal investigation; or (e) is required by a City agency in connection with the welfare of a minor or other individual who is not legally competent.

B. If Subcontractor discloses an individual's Identifying Information in violation of this Rider, Subcontractor shall notify the Agency Privacy Officer. In addition, if such disclosure requires notification to the affected individual(s) pursuant to the policies and protocols promulgated by the City Chief Privacy Officer under

subdivision 6 of Section 23-1203, in the discretion of the Agency Privacy Officer Subcontractor shall either (i) make reasonable efforts to notify such individual(s) in writing of the Identifying Information disclosed and to whom it was disclosed as soon as practicable or (ii) cooperate with the Agency's efforts to notify such individual(s) in writing. The City shall have the right to direct the Contractor to withhold further payments under this Subcontract for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any law, administrative or judicial order, or the City Chief Privacy Officer to address the disclosure, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to direct the Contractor to withhold further payments under this Subcontract for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a disclosure by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Agency shall provide Subcontractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Subcontract are insufficient to cover the costs detailed above, Subcontractor shall pay directly for the costs, detailed above, if any.

C. 1.04(B) shall not require any notification that would violate any law or interfere with an investigation or otherwise compromise public safety pursuant to subdivision e of Section 23-1204.

### **Section 1.05 Exigent Circumstances.**

In the event Subcontractor collects or discloses Identifying Information due to Exigent Circumstances, with no other basis for collection or disclosure under subdivisions b or c of Section 23-1202, Subcontractor shall send to the Agency Privacy Officer information about such collection or request and disclosure, along with an explanation of why such Exigent Circumstances existed, as soon as practicable after such collection or disclosure. This section shall not require any such notification for collection or disclosure of Identifying Information that: (a) is required by the New York City Police Department in connection with an open criminal investigation; (b) is required by a City agency in connection with an open investigation concerning the welfare of a minor or other individual who is not legally competent; or (c) occurs in the normal course of performing Subcontractor's obligations under this Subcontract and is in furtherance of law enforcement or public health or safety powers of the Agency under Exigent Circumstances.

### **Section 1.06 Retention.**

Subcontractor shall retain Identifying Information as required by law or as otherwise necessary in furtherance of this Subcontract, or as otherwise approved by the Agency Privacy Officer or the City Chief Privacy Officer.

### **Section 1.07 Reporting.**

Subcontractor shall provide the Agency with reports as requested by the Contractor, Agency Privacy Officer or City Chief Privacy Officer regarding the collection, retention, and disclosure of Identifying Information by Subcontractor. Each such report shall include information concerning Identifying Information collected, retained, and disclosed, including: (a) the types of Identifying Information collected, retained, or disclosed; (b) the types of collections and disclosures classified as “routine” and any collections or disclosures approved by the Agency Privacy Officer or City Chief Privacy Officer; and (c) any other related information that may be reasonably required by the Agency Privacy Officer or City Chief Privacy Officer.

**Section 1.08 Coordination with Agency Privacy Officer.**

The Agency may assign powers and duties of the Agency Privacy Officer to Contractor for purposes of the City Contract.

**Section 1.09 Conflicts with Provisions Governing Records, Audits, Reports and Investigations.**

To the extent allowed by law, the provisions of this Rider shall control if there is a conflict between any of the provisions of this Rider and other provisions concerning records retention, inspections, audits, and reports designated in the Subcontract. The provisions of this Rider do not replace or supersede any other obligations or requirements of the Subcontract or City Contract.

**Section 1.10 [Not used.]**

**Section 1.11 Disclosures of Identifying Information to Third Parties.**

Subcontractor shall comply with the City Chief Privacy Officer’s policies and protocols concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

## **SUBCONTRACT**

### **ANNEX E**

(Applicable if the Subcontract exceeds \$100,000)

#### **EXECUTIVE ORDER 50**

This Subcontract is subject to the requirements of Executive Order No. 50 (April 25, 1980) (66 RCNY § 10-14) (“E.O. 50”) and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Subcontract, Subcontractor agrees that it:

- (1) will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
- (2) will not discriminate in the selection of subcontractors on the basis of the owner’s, partners’ or shareholders’ race, color, creed, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status;
- (3) will state in all solicitations or advertisements for employees placed by or on behalf of Subcontractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status or is an equal employment opportunity employer;
- (4) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 (66 RCNY § 10-14) and the rules and regulations promulgated thereunder;
- (5) will furnish before the Subcontract is awarded all information and reports including an Employment Report which are required by E.O. 50 (66 RCNY § 10-14) the rules and regulations promulgated thereunder, and orders of the Director of the Office of Labor Services (“Division”). Copies of all required reports are available upon request from the contracting agency; and
- (6) will permit the Division to have access to all relevant books, records and accounts by the Division for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.



Subcontractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Subcontract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the Subcontract and noncompliance with E.O. 50 (66 RCNY § 10-14) and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Division, the Director may direct the imposition by the City Agency head of any or all of the following sanctions:

- (i) disapproval of Subcontractor;
- (ii) suspension or termination of the Subcontract;
- (iii) declaring Subcontractor in default; or
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Division may recommend to the contracting agency head that a Subcontractor who has repeatedly failed to comply with E.O. 50 (66 RCNY § 10-14) and the rules and regulations promulgated thereunder be determined to be nonresponsible.

## **SUBCONTRACT**

### **ANNEX F**

(Applicable if the Subcontract exceeds \$100,000)

### **WHISTLEBLOWER PROTECTIONS**

In accordance with Local Laws 30 and 33 of 2012, codified at Admin. Code §§ 6-132 and 12-113, respectively,

1. Subcontractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Subcontract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, City Agency head, or Commissioner.
2. If any of Subcontractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of this Appendix, he or she shall be entitled to bring a cause of action against Subcontractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
3. Subcontractor shall post a notice provided by the City (attached hereto) in a prominent and accessible place on any site where work pursuant to the Subcontract is performed that contains information about:
  - a. how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Subcontract; and
  - b. the rights and remedies afforded to its employees under City Administrative Code §§ 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Subcontract.
4. For the purposes of this Appendix, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.



**REPORT**  
***CORRUPTION, FRAUD, UNETHICAL CONDUCT***  
**RELATING TO A NYC-FUNDED CONTRACT**  
**OR PROJECT**  
**CALL THE NYC DEPARTMENT OF INVESTIGATION**  
**212-825-5959**

DOI CAN ALSO BE REACHED BY  
MAIL OR IN PERSON AT:  
New York City Department of  
Investigation (DOI)  
80 Maiden Lane, 17th floor  
New York, New York 10038  
Attention: COMPLAINT BUREAU

OR FILE A COMPLAINT ON-LINE  
AT:  
[www.nyc.gov/doi](http://www.nyc.gov/doi)

All communications are confidential



Or scan the QR Code above  
to make a complaint

**THE LAW PROTECTS EMPLOYEES OF  
CITY CONTRACTORS WHO REPORT CORRUPTION**

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- **To be protected by this law**, an employee must report to DOI – or to certain other specified government officials – information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than \$100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse

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personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.

## **SUBCONTRACT**

### **ANNEX G**

Applicable if this Subcontract involves the provision of homecare services, day care services, head start services, services to persons with cerebral palsy, building services, food services, or temporary services, as those services are defined in City Administrative Code § 6-109

### **LIVING WAGE**

A. Subcontractor agrees as follows:

1. Subcontractor shall comply with the requirements of Administrative Code § 6-109 (“Section 6-109”), including, where applicable, the payment of either a prevailing wage or a living wage, as those terms are defined in Section 6-109.

2. Subcontractor shall not retaliate, discharge, demote, suspend, take adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of Section 6-109, for seeking or communicating information regarding rights conferred by Section 6-109, for exercising any other rights protected under Section 6-109, or for participating in any investigatory or court proceeding relating to Section 6-109. This protection shall also apply to any employee or his or her representative who in good faith alleges a violation of Section 6-109, or who seeks or communicates information regarding rights conferred by Section 6-109 in circumstances where he or she in good faith believes it applies.

3. Subcontractor shall maintain original payroll records for each of its covered employees reflecting the days and hours worked on contracts, projects, or assignments that are subject to the requirements of Section 6-109, and the wages paid and benefits provided for such hours worked. Subcontractor shall maintain these records for the duration of the term of this Subcontract and shall retain them for a period of four years after completion of this Subcontract. For contracts involving building services, food services, or temporary services, the Subcontractor shall submit copies of payroll records, certified by the Subcontractor under penalty of perjury to be true and accurate, to Contractor with every requisition for payment. For contracts involving homecare, day care, head start or services to persons with cerebral palsy, the Subcontractor shall submit either certified payroll records or categorical information about the wages, benefits, and job classifications of covered employees of the Subcontractor, which shall be the substantial equivalent of the information required in Section 6-109(2)(a)(iii).

4. Subcontractor shall pay all covered employees by check and shall provide employees check stubs or other documentation at least once each month containing information sufficient to document compliance with the requirements of

the Living Wage Law concerning living wages, prevailing wages, supplements, and health benefits. In addition, if this Subcontract is for an amount greater than \$750,000.00, checks issued by Subcontractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the City Agency).

5. If provided by the City Agency to Contractor, Contractor will provide written notices to Subcontractor, prepared by the Comptroller, detailing the wages, benefits, and other protections to which covered employees are entitled under Section 6-109. Such notices will be provided in English, Spanish and other languages spoken by ten percent or more of a covered employer's covered employees. Throughout the term of this Subcontract, Subcontractor shall post in a prominent and accessible place at every work site and provide each covered employee a copy of the written notices provided by Contractor.

6. Prior to entering into the Subcontract and each year throughout the term of the Subcontract, Subcontractor shall provide to Contractor for submission to the City Agency a certification as required by Section 6-109(c)(2).

7. Failure to comply with the requirements of Section 6-109 may, in the discretion of the City Agency, constitute a material breach by Subcontractor of the terms of this Subcontract. If Subcontractor receives written notice of such a breach and fails to cure such breach within 30 days, the City shall have the right to pursue any rights or remedies available under this Subcontract or under applicable law, including termination of the Subcontract.