

**SUBCONTRACT AGREEMENT**

**BETWEEN**

**GAINWELL TECHNOLOGIES LLC**

**AND**

**SUBCONTRACTOR**

**FOR**

**CalSAWS CENTRAL PRINT SERVICES**

EXHIBIT LIST:

Exhibit A	Scope of Work (SOW)
Exhibit B	Statement of Requirements
Exhibit C	Pricing
Exhibit D	[Reserved]
Exhibit E	Subcontractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement
Exhibit F	HIPAA Business Associate Agreement
Exhibit G	[Placeholder for Print Services Service Level Agreements (SLAs)]
Exhibit H	Prime Contract
Exhibit I	Amendment One to the Prime Contract

This Subcontract Agreement (the "Subcontract") is entered into as of the 16 day of April, 2021 (the "Execution Date"), by and between Gainwell Technologies LLC ("Gainwell"), on behalf of itself and its Affiliates, and BIT California, LLC d.b.a Document Fulfillment Services ("DFS") ("Subcontractor") (collectively, "Parties") and becomes effective on the execution date of the Prime Contract (referenced below) (the "Subcontract Effective Date").

### **RECITALS**

- A. On July 8, 2020, the California Statewide Automated Welfare System ("CalSAWS") Consortium (CONSORTIUM) released a Request for Proposal (RFP) to solicit proposals from qualified vendors to design, develop, and implement central print and mailing services for the CalSAWS environment to include transitioning from multiple existing print service providers, and implementing centralized services to Counties in phases, and then provide ongoing Print Services to in-scope CalSAWS Counties, which is incorporated herein by reference..
- B. In reliance upon the information provided and the support of and contributions to the Gainwell proposal by Subcontractor, on September 23, 2020, Gainwell submitted its response to the RFP and was selected by the CONSORTIUM to provide design, develop, and implement central print and mailing services for the CalSAWS environment to include transitioning from multiple existing print service providers, and implementing centralized services to Counties in phases (hereinafter referred to as "Central Print Services"), and then provide ongoing Central Print Services to in-scope CalSAWS Counties, which is incorporated herein by reference.
- C. Gainwell has or will be entering into the CalSAWS CENTRAL PRINT SERVICES AGREEMENT BETWEEN CalSAWS CONSORTIUM AND CONTRACTOR (hereafter "Prime Contract") with the CONSORTIUM to provide the Central Print Services, as more fully described in the Prime Contract;
- D. Gainwell has or will be entering into Amendment One to the Prime Contract with the CONSORTIUM pertaining to the privacy and security of Personally Identifiable Information ("PII") received by the CONSORTIUM from the California Department of Social Services ("CDSS") or the California Department of Health Care Services ("DHCS") and including the California Department of Social Services Privacy and Security Agreement ("CDSS PSA") and Medi-Cal Privacy and Security agreement number 19-87 ("DHCS PSA");
- E. Gainwell desires to enter into a Subcontract with a qualified vendor for the purpose of providing certain central print and mailing services supporting the Central Print Services;
- F. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Prime Contract.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and obligations set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Prime Contract. The base terms of the Prime Contract are attached hereto as Exhibit H and incorporated by reference as though fully set forth herein, together with the documents, federal and state regulations, ordinances, policies, and laws expressly incorporated by reference therein, except as expressly excluded elsewhere in this Subcontract. Unless expressly provided elsewhere in this Subcontract, all provisions of the Prime Contract,

regardless if identified as flowing down to a Gainwell subcontractor, shall apply and be binding upon Subcontractor with respect to the relationship between Gainwell and Subcontractor and Subcontractor's performance of its scope of work and Subcontractor shall perform all such obligations and tasks in accordance with the terms of the Prime Contract; any consequence of Gainwell's non-performance of the Prime Contract resulting from Subcontractor's non-performance of its obligations and tasks as set out in this Subcontract shall be Subcontractor's liability. Without limitation, as regards to services, deliverables, reporting obligations, certifications, representations, covenants, warranties, compliance with laws, rules, regulations, policies and procedures, and other obligations in the relationship between Subcontractor and Gainwell, references to the "Contractor" (or its equivalent) in the Prime Contract shall be replaced by and mean Subcontractor, and references to the "CONSORTIUM" (or its equivalent) shall be replaced by and mean Gainwell, for itself and, to the extent required to comply with the Prime Contract and the law, on behalf of Gainwell nominees (which may include the CONSORTIUM, federal, State, and County authorities). Notwithstanding the preceding sentence, references to "CONSORTIUM" in this Subcontract shall refer to "CONSORTIUM" and not Gainwell.

2. Scope of Work. Notwithstanding anything to the contrary in Section 5 (Scope of Contract Work, Print Services Deliverables and Services) of the Prime Contract, Subcontractor shall perform the Services outlined in the Scope of Work, attached to this Subcontract as Exhibit A and incorporated herein by reference, and those activities that are inherent, incidental, or necessary to the full performance of the Subcontractor's responsibilities in the delivery of the Services, including:
  - A. Schedule. The Subcontractor shall meet the due dates, as set forth in Exhibit A, which shall not be altered or waived by Gainwell except through prior written approval by an authorized Gainwell representative.
  - B. License. Subcontractor will grant Gainwell and the CONSORTIUM all rights necessary or required for any licensed products or services provided by Subcontractor in regards of the Subcontractor Products and Services.
  - C. Specifications: Supplier shall comply with the Documentation; all applicable County, State and federal policies, laws, codes, regulations and guidelines; the RFP; the Proposal; DEDs; Acceptance Criteria; subsequent Deliverables which have received Acceptance; and other specifications and requirements as described in the Statement of Requirements, Exhibit B to this Subcontract, if any, and identified therein as Subcontractor responsibilities. The Specifications are, by this reference, incorporated into this Subcontract, as though completely set forth herein.
  - D. Deliverables. For each Deliverable listed in this Subcontract and Exhibit A – SOW, Subcontractor will provide timely and accurate input requested by Gainwell as well as for the development of the following plans;
    - i. Print Services Monthly Performance Report that includes the status of all SLA measurements and metrics as contained in Exhibit G (to be developed) and any additional operational performance metrics required by the CONSORTIUM as provided in Section 5.6.7 of the Prime Contract.
    - ii. Print Services Monthly Status Report that provides details regarding participation by Subcontractor's Staff. At a minimum, the Monthly Status Report shall include, but is not limited to, the elements set forth in Section 5.7.1 of the Prime Contract.
    - iii. Print Services Work Plan described in Section 5.7.1.2 of the Prime Contract and updated as provided throughout the Prime Contract.

- iv. Print Services Master Implementation Plan that includes activities required to perform the DD&I phase. The Plan shall include, but is not limited to, the elements set forth in Section 5.7.2 of the Prime Contract.
  - v. Print Services Maintenance and Operations Plan that supports all services necessary to manage, operate, enhance, and support the printing and mailing Services, including but not limited to, the elements set forth in Section 5.7.3 of the Prime Contract.
- E. Performance Measures. The Subcontractor shall work collaboratively with and support Gainwell in its negotiations with CalSAWS of SLAs to be documented in Exhibit G of the Prime Contract. Subcontractor shall advise Gainwell in writing, within the time frame agreed for that purpose, of any SLA proposed in Exhibit G of the Prime Contract to which it would not agree if made part of Exhibit G to the Subcontract. In so doing, Subcontractor shall provide to Gainwell a clear explanation of its objection so that Gainwell can properly understand it and articulate the objection in its negotiations with the Consortium. To the extent the Subcontractor does not, in accordance with this section, advise Gainwell of its objection, the Subcontractor shall be deemed to have agreed to the SLA in Exhibit G to the Prime Contract to be flowed down to Subcontractor in Exhibit G to the Subcontract. Once agreed, Subcontractor shall perform the Services to meet the applicable SLAs, which shall be incorporated in Exhibit G to this Subcontract; Subcontractor assumes responsibility for its non-compliance therewith, including the payment of liquidated damages as may be assessed by the CONSORTIUM with respect to such non-compliance. Without limiting the foregoing, in the event the Subcontractor fails to obtain the results described in Exhibit G to this Subcontract, and or otherwise fails to perform in compliance with its obligations, in addition to any other remedy available to Gainwell, Gainwell may specify a reasonable period of time in which the Subcontractor shall advise Gainwell of specific steps it will take to achieve these results and the proposed timetable for implementation.
3. Pricing. Notwithstanding anything to the contrary in Section 7.1 (Total Maximum Contract Price) of the Prime Contract or any other pricing provisions of the Prime Contract, Subcontractor shall deliver, and Gainwell shall pay for, the Services [and any Product] at the rates and fees set forth in the Pricing Exhibit attached hereto as Exhibit C and incorporated herein by reference.
4. Compliance. Without limiting the generality of the forgoing, Subcontractor shall:
- A. Comply with all applicable policies, such as:
    - i. complying with any of the Gainwell or CONSORTIUM policies and procedures, respectively, related to the use of, or access to, such sites and systems (including work health and safety and security policies) if Subcontractor utilizes any Gainwell or CONSORTIUM sites or systems to perform Services.
    - ii. obtaining prior to the commencement of Services, all licenses, authorizations, approvals, consents or permits required to perform its obligations under the Subcontract and to grant Gainwell (and any other specified persons, including where applicable CONSORTIUM, other subcontractors, and their personnel) access to or rights in respect of the in scope Products or Services, systems, facilities, and required information, such rights only granted to the extent necessary to fulfil the obligations of the parties under the Prime Contract.

- iii. providing to Gainwell an executed Subcontractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement (Exhibit E) for each employee of Subcontractor and each lower tier Subcontractor employee performing any work under this Subcontract.

B. Comply with all applicable laws, such as:

- i. laws, regulations, and administrative rules that govern the Subcontractor's performance of the Scope of Work of this Subcontract set forth in Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions and will cause each of its employees, agents or subcontractors who provide services under this Subcontract to be properly licensed, certified, and/or have proper permits to perform any activity related to the work performed and Exhibit A (Scope of Work) of this Subcontract.
  - ii. applicable privacy laws to the extent required for the provision of the Services and compliance with this Subcontract. Without limiting the applicability of the foregoing general obligation, Subcontractor will specifically comply with:
    - a. all personal information protection requirements set out in Prime Contract, including the Exhibit F – HIPAA Business Associate Agreement attached hereto.
    - b. The privacy and security requirements regarding Personally Identifiable Information ("PII") received by the Consortium or Gainwell along with the requirements and obligations to be set forth in Amendment Number 1 to the Prime Contract and the CDSS PSA and DHCS PSA attached hereto as Exhibit I.
5. Gainwell will be solely responsible for determining if the Services hereunder are sufficient (e.g., containing no Deficiencies) and satisfy the requirements under this Subcontract and the Prime Contract. In the event a Deficiency is determined by Gainwell in accordance with the provisions in Section 5.8 of the Prime Contract, Subcontractor shall perform corrective actions as set forth in Section 11 (Warranties, Representations, and Certifications) and Section 14.4 (Suspension Due to Breach) of the Prime Contract.
6. Communications to CONSORTIUM. Gainwell is responsible for all communications to CONSORTIUM. Subcontractor shall not communicate with the CONSORTIUM in relation to this Subcontract, except with the express consent and/or participation of Gainwell. If the CONSORTIUM initiates contact with Subcontractor, Subcontractor must inform Gainwell of the contact and matters discussed as soon as practicable.

Notices: Notwithstanding anything to the contrary in the Prime Contract and except as otherwise permitted herein, any notice or demand or other communication required or permitted to be given under this Subcontract or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, delivered by a recognized courier service, or deposited with the United States Postal Service as first class mail, postage prepaid, to the parties at the following addresses:

GAINWELL

Attn: Dawn Wilder, Account General Manager  
Gainwell Technologies LLC

620 Roseville Parkway  
Roseville, CA 95747

SUBCONTRACTOR

Attn: James Gilbride, President/CTO  
Document Fulfillment Services  
2930 Ramona Ave, #100  
Sacramento, CA 95826

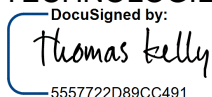
Notices shall be effective upon receipt or four (4) business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

7. Subcontractor shall identify to Gainwell all of its Software and other Intellectual Property used in the performance of its services and the rights granted to Gainwell and its nominees thereto.
8. Subcontractor shall not subcontract any work, including work involving Confidential Information, furnished under this Subcontract without prior written approval of Gainwell.
9. Subcontractor hereby represents and warrants that, and acknowledges that the representations and warranties contained herein are continuous so that Subcontractor shall provide immediate written notice to Gainwell if, at any time during the term of this Subcontract, Subcontractor learns that Subcontractor's representations and warranties were erroneous on the effective date of this Subcontract or have become erroneous by reason of new or changed circumstances:
  - a. it presently has no interest and, during the term of this Subcontract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Subcontract.
  - b. it is and will continue to be properly licensed, certified, and/or have proper permits to perform any activity related to the services for which it is responsible and is further responsible for causing each of its employees, agents or subcontractors who provide services under this Subcontract to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Subcontract (Exhibit A).
  - c. that it and its principals, to the best of its knowledge and belief:
    - i. are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal, State, or local entity, department or agency;
    - ii. have not, within a three-year period preceding the effective date of this Subcontract, been convicted of or had a civil judgment rendered against them for:
      - (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract;
      - (b) violation of Federal or state antitrust statutes relating to the submission of offers; or
      - (c) commission in any Federal, State, or local jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

10. Subcontractor's liability under this Subcontract includes, without limitation, any liability that Gainwell incurs towards the CONSORTIUM as a result of the performance or non-performance of the Services by Subcontractor, including the deliverables and compliance obligations for which Subcontractor is responsible.
11. Termination. Without limiting the termination provisions in the Prime Contract (meaning that Gainwell may terminate this Subcontract, in whole or in part, if the Prime Contract is terminated, in whole or in part), if CONSORTIUM rescinds its approval of Subcontractor at any time for any reason then such termination shall be treated as a termination under Section 16.1 of the Prime Contract; otherwise, neither party may terminate this agreement during the term of the Prime Contract unless a party is in material breach, and in such event, the non-breaching party may terminate this agreement either a) if it has given a 30 day notice to cure and the breaching party has failed to cure within such period, or b) the breach is not reasonably curable.
12. No Waiver. A party's failure to require strict performance of any provision of this Subcontract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Subcontract shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
13. Authority. If Subcontractor is other than a natural person, the individual(s) signing this Subcontract on behalf of Subcontractor represents and warrants that he or she has the power and authority to bind Subcontractor, and that no further action, resolution, or approval from Subcontractor is necessary to enter into a binding contract.
14. Media. Subcontractor shall not release or distribute, via news media, social media, or any other consumable media source, any Subcontract-related information, including but not limited to, information regarding Subcontractor's work under the terms of the Subcontract, or the status of the work under the Subcontract, without the prior express consent of Gainwell. The Subcontractor's request to release any Subcontract information shall contain a copy of the specific information the Subcontractor is seeking approval to release and a description of the intended form of release. This provision shall survive the term of this Subcontract.
15. Interpretation. The Exhibits shall be construed to give effect to each to the fullest extent possible, provided in the event of any conflict or ambiguity between provisions in the documents incorporated into the Subcontract, the provisions of a document higher in the list below will prevail over the provisions of a document lower in the list, solely to the extent necessary, to resolve the conflict or ambiguity:
  - A. The applicable provisions of the Prime Contract and its attachments, including the documents, federal and state regulations, ordinances, policies, and laws incorporated by reference therein, not expressly modified by this Subcontract;
  - B. This Subcontract, including all exhibits made a part hereof;
  - C. The Request for Proposal (RFP) for the Central Print Services Project; and
  - D. Gainwell's Proposal submitted in response to the RFP.

IN WITNESS WHEREOF, the Parties have so agreed as of the Effective Date.

GAINWELL TECHNOLOGIES LLC

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By: \_\_\_\_\_

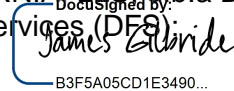
Name: \_\_\_\_\_  
Thomas Kelly

Title: \_\_\_\_\_  
Sr. Director, Procurement Scvs

Date: \_\_\_\_\_  
9/28/2021

Business Address: 355 Ledgelawn Dr.  
Conway, Arkansas 72034

BIT CALIFORNIA, LLC, d.b.a Document  
Fulfillment Services (DFS)

DocuSigned by:  
  
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By: \_\_\_\_\_

Name: \_\_\_\_\_  
James Gilbride

Title: \_\_\_\_\_  
President/CTO

Date: \_\_\_\_\_  
9/28/2021

Business Address: 2930 Ramona Ave, #100  
Sacramento, CA 95826