

Gainwell Care Management System

Product Overview

Gainwell's Care Management web-based solution provides a comprehensive member snapshot that helps care managers:

- Monitor prior authorizations, inpatient stays, and concurrent and retrospective reviews
- Focus on coordinating care, since the time required to manage care plans is reduced
- Dive deeper into patient records and facilitate patient interventions, where needed

The Gainwell Care Management system enables health plans and state agencies to enjoy interoperability across multiple systems. For example, medical reviews traditionally require staff to handle a stream of fax requests, review medical records, consult care guidelines, and communicate the authorization decision. The Gainwell Care Management system enables care managers to open and complete authorization requests on a single screen, with immediate access to the relevant medical necessity guidelines.

In addition, the Gainwell Care Management system minimizes the number of clicks needed to complete tasks. Care managers access member information in one application to complete each task in a single care plan while automation also reduces the care manager's administrative burden. Tailored care plans, member correspondence, authorization and compliance, and adjudication of authorizations and referrals are all automated.

Key Features

The following are key features of our offering:

- Secure Software-as-a-Service (SaaS) cloud-hosted system with encryption
- Integrations/interfaces with third party applications (e.g., Eligibility, Claims, EMR Systems, Clinical Guidelines, Risk Analytics, Patient Education, Coaching Materials)
- Deeply embedded, highly configured workflow optimization tool used to help manage the cost, quality of care and comply with local, state and federal utilization management and care management regulations
- Proprietary utilities continuously improve workflow automation and efficiency
- Clients utilize the application to meet NCQA, URAC Quality Accreditation standards
- API-based technology to enable communication with third party applications allowing for turnkey integrations
- Population Management, embedded campaigns, and reporting/analytics capabilities provide significant value to support population health programs
- Speed to value with competitive timeframes for implementations and flexibility to add modules and other capabilities over time

Module Summary

The Gainwell Care Management system is designed with modular components that support necessary client activities. Many of these modules work independently on a stand-alone basis or as a suite of offerings depending on client needs.

Appeals and Grievances

The Appeals and Grievances (AG) module is used for appeals related to a denial of payment and member complaints. The AG module guides coordinators with tasks and dashboards that provide a clear overview of, and quick access to, all cases and tasks assigned to a user. The functionality also supports compliance with turnaround times, notifications, and automated workflows.

Business Intelligence

The Business Intelligence (BI) module enables the visualization of data and can quickly transform it into useful and actionable information. The BI Module allows extraction of information from one or more related tables across all Care Management modules. This enables users to format this data into tables, reports, charts, pivots and gauges, while also exporting reports in several formats. The module also contains the ability to automate the delivery of reports through scheduling.

Case Management

The Case Management (CM) module allows users to seamlessly manage interdisciplinary care teams while performing individual member assessments and monitoring interventions. The CM module automates care plans tailored for each member and facilitates the routing of cases and collaboration across the continuum of care while supporting complete documentation.

Customer Service

The Customer Service (CS) module empowers member and provider communications in a single system. It allows customer service representatives to respond more nimbly to member and provider issues—such as answering inquiries, changing the status of a claim, or authorizing a new ID card—all from one system.

Population Management

The Population Management (PM) module is a campaign management tool to engage members in patient education campaigns, primary prevention, secondary screenings, and other health and wellness programs to promote improvements in overall population health.

Utilization Management

The Utilization Management (UM) module supports prior authorization and concurrent review processes to determine medical necessity and benefit coverage of member care. The UM module supports compliance with turnaround times, required notifications, and automated workflows.

Provider Portal

Our Provider Portal (PP) application is a web-based portal that allows providers to interact with the Care Management platform. Physicians and their staff use the Provider Portal to check member eligibility, submit authorization requests and referrals, and communicate with care managers. Mail and postage expenses may be reduced or eliminated as correspondence addressed to providers are accessed from the portal. The Provider Portal is integrated with the Utilization Management module to immediately pass authorizations to UM reviewers. The Provider Portal module may only be used with the Gainwell UM Module and may not be integrated or used with other third-party UM applications.

Fax Management

The Fax Management (FM) module empowers users to create authorizations and appeals from faxes with a simple click, and the action automatically attaches the fax to the newly created authorization. In addition, the tool notifies users assigned to the authorization with alerts when the fax has been received.

Technical Specifications

Infrastructure Details

The Care Management application is designed to run on Windows servers, utilizing Microsoft IIS, Microsoft .NET Framework, and Microsoft SQL Server, and operate in a virtualized environment. Gainwell can host the Care Management system in a traditional virtualized server environment or in AWS or Azure cloud-optimized environments. Consistent with Microsoft Best Practices, the Care Management system segregates the web and database environments for optimal performance into a dedicated web server and database server. The Care Management system can be implemented in non-production environments on additional dedicated servers as requested by the Participating Entity at an additional fee.

User Accounts and Security

The Care Management system supports user authentication via local accounts and via LDAP (for example, Windows Active Directory), SAML 2.0 or OAuth 2.0. Local user accounts are created within the Manage Users page and stored in a SQL Server database with an encrypted password. Industry best practice password protections (length, complexity, resets, etc.) are required for all accounts. Active Directory user accounts are synchronized at login and key information (not passwords) is stored in a SQL Server database. Active Directory users are authenticated against the Active Directory server at each login. Multi-factor authentication is available and can be required system-wide if requested by the Participating Entity.

Both types of user accounts can be used for application access and role-based permissions. Local accounts have roles assigned to them via the Manage Users page; however, Active Directory accounts pull their roles from the assigned Active Directory groups, which in turn are associated to role-based permissions within the Care Management application.

Supported Web Browsers

- Google Chrome
- Mozilla Firefox for Windows

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- Microsoft Edge based on Chromium

Compliance

The Care Management application is designed in accordance with:

- HIPAA General Controls
- HiTrust Framework (the Care Management system is HiTrust Certified)
- The Accessibility Standards of Section 508 of the Rehabilitation Act of 1973
- NIST-800-53

Gainwell Care Management System Terms and Conditions

The provision and use of the Care Management System (as defined below) is subject to the following terms and conditions in addition to those terms and conditions set forth in the Master Agreement (collectively, "Terms"). The Care Management System is provided by Health Management Systems, Inc., an affiliate of Gainwell Technologies LLC (collectively referred to as "Gainwell").

SECTION 1. DEFINITIONS

- 1.1 **Documentation** means any user guide(s) or other documentation regarding the features, functionality and/or specifications for the Care Management System that may be published by HMS and modified from time to time.
- 1.2 **Feedback** means any communication by Participating Entity to Gainwell regarding the performance of the Care Management System including issues, errors, suggested changes or modifications concerning the Care Management System.
- 1.3 **Intellectual Property Rights** means any and all worldwide copyrights, patents, moral rights, and all other rights in Intellectual Property existing now or in the future, and any and all applications and registrations to preserve such rights.
- 1.4 **New Product or New Module** means a new product or new Module that contains business logic or new functionality not offered or contained in the current version of the Care Management System, or is a substantial change or enhancement to business logic or functionality, and is offered by HMS as a new product, new Module, or a separate option or feature, and is priced separately.
- 1.5 **Modules** means certain functionality or capability that is available for use as part of the Care Management System.
- 1.6 **Production Environment** means Participating Entity's access and use of the Care Management System in an operational environment to process live data.
- 1.7 **Production Go-Live Date** means the date the Care Management System is first made available to Participating Entity for use in a Production Environment.
- 1.8 **Quality Assurance (QA) Environment** means Participating Entity's use of the Care Management System in a non-Production Environment to validate new code and imports.
- 1.9 **Care Management System Materials** means the Care Management System and the Documentation.
- 1.10 **Care Management System** means the Web-based modular care management functionality (and any successor functionality) made available to Participating Entity under the Terms for its access and use in accordance with these Terms. The Care Management System includes Third Party Functionality.
- 1.11 **Third Party Functionality** means any third party software application functionality, related tools and other components made available for use by Participating Entity that interoperates with the Care Management System pursuant to these Terms.

- 1.12 **Upgrade** means modifications or additions to the Care Management System that changes its utility, efficiency, functional capability or application, and may introduce new features and technologies that are not backward compatible, but does not constitute a New Product or New Module. Upgrades result in a release number change to the left of the first dot in the version number (e.g., 4.X to 5.X).
- 1.13 **Update** means remedial modifications such as bug fixes and patches to the Care Management System, and may also include improved features. Updates result in a release number change to the right of the first dot in the version number (e.g., 4.1 to 4.2, or 4.1.1 to 4.1.2).
- 1.14 **User** means an individual who is: (i) an employee or contractor of Participating Entity authorized by Participating Entity to access and use the Care Management System pursuant to these Terms; and (ii) has been supplied User Credentials by Participating Entity (or by Gainwell at the request of Participating Entity).
- 1.15 **User Credentials** means the confidential and unique access details issued to a User to access and use the Care Management System in accordance with these Terms.

SECTION 2. CARE MANAGEMENT PLATFORM MATERIALS

- 2.1 General. Subject to compliance with the Terms by Participating Entity and its Users, Gainwell agrees to: (a) provide Participating Entity and its Users remote access, via inbound Internet connectivity, to use the Care Management System; and (b) use commercially reasonable efforts to make the Care Management System available for access and use by Participating Entity and its Users in accordance with the service levels specified in **Exhibit B**.
- 2.2 Use of Documentation. As reasonably necessary, Participating Entity may make and distribute copies of the Documentation in connection with its use of the Care Management System and must include all copyright and other proprietary notices as presented in the original Documentation.
- 2.3 Restrictions. Participating Entity acknowledges that the Care Management System Materials contain valuable trade secrets of Gainwell and its licensors. Participating Entity and its Users shall not: (a) use the Care Management System Materials in violation of any applicable law including U.S. export, import and sanctions regulations; (b) sell, distribute, copy or republish the Care Management System Materials except as otherwise expressly permitted under the Terms; (c) use or allow the use of the Care Management System in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, or on behalf of any third party; (d) modify, create derivative works of, adapt, translate, reverse engineer, decompile, or otherwise attempt to discover the source code in the Care Management System; or (e) remove or alter any copyright or proprietary notices associated with the Documentation.
- 2.4 Reservation of Rights; Ownership. Gainwell and its licensors reserve all rights (including Intellectual Property Rights) to the Care Management System Materials. The Care Management System Materials (including their copies, improvements,

enhancements, updates, revisions, modifications, and derivative works) are and shall remain the sole and exclusive property of Gainwell, and as applicable, its licensors.

- 2.5 Feedback. If Participating Entity or any of its Users provide Feedback, Participating Entity hereby assigns and transfers to Gainwell, without further consideration, all right, title and interest in and to such Feedback automatically upon the creation or disclosure of the same. For clarity, nothing in the Terms or otherwise will: (a) restrict the right of Gainwell and its Affiliates to use or disclose Feedback; (b) obligate Gainwell to credit Participating Entity or a User as the source of the Feedback; or (c) require Gainwell to provide any compensation to Participating Entity or any User with respect to the Feedback.
- 2.6 Effect of Termination. If the Care Management System services are terminated for any reason: (a) Participating Entity's access to the Care Management System will immediately terminate; (b) Participating Entity and its Users must cease all use of the Care Management System Materials; and (c) Participating Entity must destroy all copies of the Documentation in the possession of Participating Entity and any User.
- 2.7 Government Restrictions. The Care Management System Materials are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to FAR Sections 12.211 (Technical Data) and 12.212 (Software), as applicable. Any use, reproduction, modification, or disclosing of the Care Management System Materials by or for the U.S. Government shall be governed solely by these Terms.
- 2.8 Use of Affiliates and Subcontractors. Participating Entity acknowledges and agrees that Gainwell may utilize its affiliates and subcontractors in delivering the Care Management System service (and except as provided below, Gainwell may provide Participating Entity data to such parties for the purpose of supporting Gainwell's delivery of the Care Management service provided that such parties are bound by use and disclosure restrictions that are substantially similar to the obligations of Gainwell with respect to its delivery of the Care Management System services to Client). Gainwell, its affiliates and subcontractors may leverage offshore resources for the development, configuration, modification and testing of the Care Management System service. In addition, offshore resources may be utilized to perform maintenance and analytics activities involving Protected Health Information (PHI) provided that: (i) PHI is maintained onshore; and (ii) if PHI is required for such activities, PHI may be deidentified or used to generate a representative "stand-in" synthetic dataset associated with data masking.

SECTION 3. DATA BACK-UPS

- 3.1. Production Environment. Participating Entity data will be backed up on a differential basis scheduled for mid-day along full backups scheduled nightly and retained for ninety (90) calendar days.

- 3.2. QA Environment. Participating Entity data will be backed-up nightly and retained for fourteen (14) calendar days.

SECTION 4. ACCESS & USE

- 4.1. General. Participating Entity is responsible, at its own expense, to procure, operate, maintain and manage such hardware, software, equipment and communications services as necessary for Participating Entity to access and use the Care Management System via the Internet.

4.2. Access/Use.

- 4.2.1 Participating Entity's access to and use of the Care Management System is limited to one Production environment and one QA Environment made available by Gainwell.
- 4.2.2 Access to and use of the Care Management System is limited to Participating Entity and its Users for Participating Entity's internal business purposes only during the Subscription Term.
- 4.2.3 Participating Entity is fully responsible for maintaining the confidentiality of the User Credentials and the security of its account, and all activities that occur regarding a User, including a User's breach of the Terms.
- 4.2.4 Participating Entity shall designate a User to be an "Administrative User" who shall administer and keep confidential the User Credentials.
- 4.2.5 User Credentials cannot be shared or used by more than one individual.
- 4.2.6 Participating Entity may allow a contractor to access and use the Care Management System solely on Participating Entity's behalf for Participating Entity's internal business purposes provided the contractor: (a) accesses the Care Management System strictly for Participating Entity's direct beneficial business purposes; (b) is not a competitor of Gainwell or any of Gainwell's Affiliates; and (c) complies with the Terms.
- 4.2.7 Participating Entity agrees to comply with, and to cause its Users to comply with, all applicable laws and regulations (including the U.S. Digital Millennium Copyright Act, U.S. CAN-SPAM ACT and the U.S. Junk Fax Protection Act of 2005).
- 4.2.8 If Gainwell receives a complaint regarding unsolicited emails or faxes generated by Participating Entity or a User through use of the Care Management System (e.g., emails can be tracked back to the Care Management System based on the dispatcher domain and IP address), Gainwell may assume that the facts stated in the complaint are accurate unless Participating Entity provides compelling evidence to the contrary.
- 4.2.9 In using the Care Management System, Participating Entity and its Users shall not (a) engage in any unlawful, invasive, infringing, defamatory, or fraudulent conduct; (b) interfere with any technology or equipment used to provide the Care Management System; (c) alter, disable, interfere with or circumvent any

aspect of the Care Management System; and/or (d) use the Care Management System in a manner not authorized by Gainwell.

- 4.2.10 Without limiting any of Gainwell's termination rights under the Terms, if any use of the Care Management System by Participating Entity and/or any User reasonably threatens the security or integrity of Gainwell information systems and/or information systems network, Gainwell: (i) may suspend access to the Care Management System by Participating Entity and its Users until such time as the threat is eliminated; and (ii) use commercially reasonable efforts to notify Participating Entity promptly before such suspension.

SECTION 5. INFORMATION SECURITY; PARTICIPATING ENTITY DATA

- 5.1 General. Each of Gainwell and Participating Entity shall maintain and implement commercially reasonable security policies and procedures that are directed at: (a) detecting, preventing, and containing the infection of their systems by harmful or malicious code; and (b) deterring improper access to, use of or loss of Participating Entity data input into the Care Management System.
- 5.2 Gainwell Obligations. With respect to Gainwell, the policies and procedures pursuant to the preceding paragraph shall contain administrative, technical and physical safeguards, including without limitation: (a) guidelines on the proper disposal of Participating Entity data after it is no longer needed; (b) access controls on electronic systems used to maintain, access or transmit Participating Entity data, including but not limited to network and internet security procedures, protocols security gateways and firewalls with respect to Participating Entity Data; (c) access restrictions at physical locations containing Participating Entity data; (d) encryption of electronic Participating Entity data; (e) testing and monitoring of electronic systems; and (f) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Participating Entity data.
- 5.3 Participating Entity Obligations. Participating Entity agrees to: (a) use commercially reasonable efforts to promptly stop any unauthorized access to the Care Management System known to Participating Entity that is attributable to use of the Care Management System by Participating Entity or a User; and (b) promptly notify Gainwell of any security incident or threat known to Participating Entity that may involve the Care Management System and cooperate with Gainwell in the investigation of any such security incident or threat.
- 5.4 Participating Entity Data. Participating Entity is responsible for importing data to, and exporting data from, the Care Management System unless otherwise agreed in a SOW or similar document signed by the parties, and subject to any mutually agreed fees. Gainwell is not responsible for the accuracy and quality of the Participating Entity data used to populate the Care Management System. Gainwell may (a) use Participating Entity data to populate the Care Management System; and (b) use PHI (provided as part of the Participating Entity data) to provide data aggregation services relating to, or for the benefit of, the health care operation purposes of Participating Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

SECTION 6. MAINTENANCE AND SUPPORT

6.1 Maintenance.

6.1.1 **Updates.** Participating Entity will be required to undergo Updates to the Care Management System when made available by Gainwell. No additional fee is payable for an Update as Gainwell's delivery of Updates is included in the Monthly Subscription Fee.

6.1.2 **Upgrades.** Gainwell may, in its discretion, develop one or more Upgrades to the Care Management System and will make such Upgrades available to Participating Entity during the Subscription Term as further specified below. Participating Entity agrees to undergo such Upgrades within six months following the date they are made available by Gainwell.

- (a) No additional fee is payable for an Upgrade that Gainwell makes generally available (as Gainwell's delivery of Upgrades is included in the Monthly Subscription Fee), and Gainwell will perform implementation professional services to install, test (except for acceptance testing performed by Participating Entity) and move the Upgrade into production at no additional charge except as stated in the following paragraph.
- (b) Fees may be payable by Participating Entity for Gainwell to perform services to integrate/promote Participating Entity requested modifications (which may be available for implementation by Gainwell and as agreed to by Gainwell) to the Care Management System as part of the Upgrade ("**Modification Promotion Implementation Fees**"). Any Modification Promotion Implementation Fees payable by Participating Entity will be specified in the SOW to be signed by Participating Entity and Gainwell regarding Gainwell's implementation of the Upgrade. For clarity, such modifications are limited to custom data imports or custom data extracts (i.e., customizations that do not modify the code base).

6.2 Support Services.

6.2.1 **Definitions.** For purposes of this Support Services section, the following definitions apply:

- (a) **Corporate Holidays** means those holidays for which Gainwell offices are closed for business. Current Corporate Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the following workday), and Christmas Day. Holidays that fall on a Saturday are generally observed on the preceding Friday; holidays that fall on a Sunday are generally observed on the following Monday.
- (b) **Participating Entity Support Representative** means a representative of Participating Entity who: (i) has technical skills sufficient to operate and understand the technical aspects of the Care Management System; and (ii) is designated by Participating Entity to serve as a primary point of

contact for general purposes of Participating Entity's receipt of the support services and for purposes of initiating Issue Reports (and coordinating with Gainwell regarding resolution of the same).

- (c) **Issue** means an issue with the Care Management System functionality or operation.
- (d) **Issue Report** means a support request initiated by a Participating Entity Support Representative that: (i) concerns an Issue; and (ii) provides sufficient written details of the Issue, the circumstances and activities leading up to the Issue, and screen shots or other pertinent information to assist Gainwell in reproducing and investigating the Issue.

6.2.2 Issue Reports. If someone other than a Participating Entity Support Representative submits an Issue Report for a matter that does not involve the Care Management System being completely unavailable or completely non-functional, Gainwell will place such Issue Report on hold until the Participating Entity Support Representative has confirmed the validity of the Issue Report to Gainwell.

6.2.3 Support Hours.

- (a) Non-Severity Level 1 Issues: 7:00 A.M. to 7:00 P.M. CT Monday through Friday, excluding Corporate Holidays.
- (b) Severity Level 1 Issues: 24 hours a day, 7 days a week.

6.2.4 Response and Resolution. Following Gainwell's receipt of a properly submitted Issue Report, Gainwell will establish the Issue severity level, assign a tracking id, and proceed in accordance with the following table:

ISSUE SEVERITY LEVEL	RESPONSE TIME AND RESOLUTION TARGETS*
"Severity Level 1 Issue" means a defect or failure that causes the Care Management System to be inoperable, fail catastrophically or result in data loss or corruption.	Severity Level 1 Response and Resolution: Response Time: Gainwell will use commercially reasonably best efforts to provide a response within one hour of receipt of a properly submitted Issue Report. Resolution Time: Gainwell will exercise immediate and continuous efforts to resolve Severity Level 1 problems in less than 48 hours of receipt of a properly submitted Issue Report. Any resolution will be delivered to Participating Entity as a work-around or as an emergency fix. If Gainwell delivers an acceptable work-around, the severity classification will drop to Severity Level 3.
"Severity Level 2 Issue" means a defect or failure for	Severity Level 2 Response and Resolution:

which the Care Management System is operable but one or more functions that are frequently used and essential are inoperable without an alternate command or function.	Response Time: Gainwell will provide a response within four hours of receipt of a properly submitted Issue Report. Resolution Time: Gainwell will exercise immediate and continuous efforts to resolve the matter with the next available patch release. If Gainwell delivers an acceptable work-around, the severity classification will drop to a Severity Level 3.
“Severity Level 3 Issue” means a defect or failure for which the Care Management System is operable but inconvenient, producing a situation in which the Care Management System does not provide a function that is infrequently used or not a core function of the Care Management System.	Severity Level 3 Response and Resolution: Response Time: Gainwell will provide a response within eight hours of receipt of a properly submitted Issue Report. Resolution Time: Gainwell will prioritize the matter for resolution with a future patch release.
* For any Issue Report received by Gainwell on a Corporate Holiday or weekend and for which Gainwell has no support obligation on such Corporate Holiday or weekend, the receipt of such Issue Report by Gainwell shall be deemed to occur as of the start of the next Gainwell working day for the purposes of calculating the response and resolution times noted above.	

6.2.5 Exclusions. Gainwell shall have no obligation to support Issues that result from: (a) Participating Entity’s failure to meet the Gainwell system requirements; (b) failure of third-party software or telecommunications services; or (c) integration of the Care Management System with hardware, software and/or technology not provided or supported by Gainwell.

6.2.6 Participating Entity Obligations. Participating Entity shall:

- (a) designate one Participating Entity Support Representative who can approve Gainwell support actions in Participating Entity’s QA Environment and other applicable environments;
- (b) submit trouble tickets to the support group assigned to Participating Entity, and

- (c) provide commercially reasonable cooperation and full information to Gainwell with respect to Gainwell's delivery of the support services and assist Gainwell technical support staff until Issue resolution is attained.

Failure by Participating Entity to perform the preceding obligations may result in Gainwell suspending its delivery of the support services, and Gainwell's continued services may be contingent on Participating Entity's written agreement to pay Gainwell for any additional time that may be incurred by Gainwell to provide the support services.

SECTION 7. DISCLAIMER

ALTHOUGH CERTAIN FEATURES OF THE CARE MANAGEMENT PLATFORM ARE DESIGNED TO PROVIDE AWARENESS OF REGULATORY AND MEDICAL GUIDELINES, THESE FEATURES ARE OBTAINED FROM THIRD PARTY SOURCES AND ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND MUST NOT BE RELIED ON AS ADVICE (LEGAL, MEDICAL, PROFESSIONAL OR OTHERWISE). PARTICIPATING ENTITY IS SOLELY RESPONSIBLE FOR ITS USE OF THE CARE MANAGEMENT PLATFORM INCLUDING DECISIONS MADE OR ACTIONS TAKEN BASED ON INFORMATION ACCESSED OR GENERATED BY USE OF THE CARE MANAGEMENT PLATFORM.

SECTION 8. CONFIDENTIALITY

The following shall be added to the definition of "Confidential Information" in the Master Agreement:

Confidential Information shall also include all non-public Gainwell information provided, displayed, or made available by Gainwell under the Terms, Participating Agreement and/or Order which would be reasonably understood to be confidential under the circumstances of disclosure, or that is marked, designated, or communicated by Gainwell to Participating Entity to be confidential. Confidential Information of Gainwell includes without limitation all materials, processes and process flows, programs, software systems and documentation, information management systems, code, logic, analytical methodologies and algorithms, reports, analyses, data, associated proprietary forms of data organization and reports, all Gainwell IP (as defined below), or any other information, or other work product whether or not disclosed to Participating Entity by or on behalf of Gainwell. Gainwell intellectual property ("Gainwell IP") means, collectively, Gainwell's analyses, tools, designs, database rights, processes and process flows, programs, software, materials, works of authorship, inventions (whether or not patentable), trade secrets, patents, trademarks, trade names, systems and documentation, analytical methodologies and algorithms, information management systems, associated proprietary forms of data organization, whether or not confidential, all enhancements, modifications, improvements or derivatives thereof, and all intellectual property and proprietary rights whether arising by operation of law, contract, license, or otherwise in and to the foregoing. In the event of a state or federal open records or freedom of information act request for disclosure of any Confidential Information related to or arising out of the Terms, the Master Agreement, Participating Addendum or an Order, Participating Entity shall provide

The State of Utah Division of Purchasing
NASPO ValuePoint Master Agreement for Cloud Solutions
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written notice to Gainwell to allow Gainwell the opportunity to respond to the open records or other freedom of information act requester and protect any Confidential Information.

EXHIBIT A

FEES SUMMARY AND SERVICE SELECTION

[TO BE COMPLETED AFTER PARTICIPATING ENTITY AND GAINWELL AGREE TO THE SCOPE, PRICING AND OTHER DETAILS AS PART OF THE COMPLETION AND SIGNATURE OF THE PARTICIPATING ADDENDUM DOCUMENTATION]

1. **Care Management System**. The Care Management System consists of (i) the core Care Management System version identified in Table A below; (ii) the Included Core Modules identified in Table B below; and (iii) those Optional Modules and Optional Third Party Functionality selected in Table B and Table C below:

Table A. Care Management System Version	
Core Version	[]-[]-[]

Table B. MODULES
Subject to Participating Entity's payment of applicable Fees, each Module selected below will be available for access and use by Participating Entity as part of the Care Management System. Please refer to the product guides for details regarding Module features and functionality.

Included Core Modules		
CM	(Case Management)	
UM	(Utilization Management)	
PP	(Provider Portal)	
FM	(Fax Management)	
BI	(Business Intelligence)	
Available Add-On Modules *		
AG	(Appeals & Grievances)	☐
MobileCM	(Mobile Case Management)	☐
CS	(Customer Service)	☐
PM	(Population Management)	☐

*Use of any available Add-on Module is subject to the payment of additional subscription fees.

Table C. OPTIONAL THIRD PARTY FUNCTIONALITY. The applicable third party functionality selected below will be available for access and use by Participating Entity as part of the Care Management System and for use with the associated Module(s) subject to: (i) Participating Entity's payment of any applicable Fees to access/use the third party functionality through Gainwell; (ii) Participating Entity's selection in Table B of the associated Module(s); (iii) continued permission of the owner of the third party functionality to permit Gainwell to provide Participating Entity with access and use of the third party functionality; (iv) the owner of the third party functionality making the third party functionality available for interoperation with the Care Management System in a manner acceptable to Gainwell; and (v) Participating Entity's agreement to abide by terms and conditions (if any) required by the owner of the third party functionality.

ASSOCIATED MODULE	THIRD PARTY FUNCTIONALITY	
CM	Milliman Advanced Risk Adjusters (MARA)	☐
PM	Milliman Advanced Risk Adjusters (MARA)	☐

2. **Optional Interfaces to Third Party Applications.*** Subject to (i) Participating Entity's payment of any applicable fees to access the applicable interface(s) noted below, and (ii) Participating Entity's selection in Table B above to use the associated Module(s), Gainwell will provide access to each available interface. Availability is subject to the other relevant party (e.g., MCG) performing its respective duties and cooperating with Gainwell to maintain the interface.

ASSOCIATED MODULE	INTERFACES	
	Interface to Healthwise Coach & Communicate	☐
	Interface to MCG Cite Informed	☐
	Interface to InterQual Coordinated Care	☐
FM	Interface to OpenText RightFax	☐
PP	Interface to MCG Cite Auto Authorization	☐
UM	Interface to MCG Cite CareWebQI	☐
	Interface to MCG Cite Auto Authorization	☐
	Interface to InterQual Connect	☐

****** If Participating Entity wishes to access and use the third party application associated with each interface noted in the table above, Participating Entity must enter into an agreement with, and pay any associated fees to, the provider of the third party application. For clarity, Gainwell does not provide access to or use of the third party application, Gainwell only provides access to an interface to enable communications between the Care Management System and the third party application.

3. **Subscription Fee.**

- (a) During the subscription initial term, Participating Entity shall pay an annual subscription fee of \$[REDACTED] (“**Subscription Fee**”) to Gainwell.
- (b) The Subscription Fee will apply during any subscription renewal term unless (i) such fee is modified by a written amendment signed by Participating Entity and Gainwell; or (ii) the services are terminated or otherwise not renewed by a Party. The Annual Subscription Fee is also subject to increase based upon any additions to the selections noted in Section 1 (Care Management System) and Section 2 (Optional Interfaces to Third Party Applications) above, any available enhancement to the maintenance and support services received by Participating Entity, or any Participating Entity requested modifications that are available to be made by Gainwell to the Care Management System.

4. **Professional Services Fees.**

- (a) **Implementation Services Fee.** Gainwell’s performance of professional services for the initial implementation/launch of the Care Management System and any associated professional services fees are specified in the implementation statement of work (SOW) to be signed by Participating Entity and Gainwell (“**Implementation SOW**”).
- (b) **Other Professional Services Fees.** For any professional services to be provided by Gainwell to Participating Entity beyond the scope the Implementation SOW or to be performed after completion of the Implementation SOW, such professional services and the associated fees will be specified in one or more separate SOWs to be signed by Participating Entity and Gainwell.

[End of Fees Summary and Service Selection]

EXHIBIT B SERVICE LEVEL

The service level agreement provisions for the Care Management System are specified below. Any changes to such SLA provisions below based on a Participating Entity's requirements may be agreed upon on a case-by-case basis, subject to a mutually agreed fee as appropriate. The service level agreements contained in the Master Agreement are not applicable to the Care Management System service.

1. **Definitions.**

- (a) **Available** means that (i) the Care Management System is performing the processing, data management and related functions; and (ii) the Care Management System is accessible from the point at which the local area network of the data center in which the Care Management System resides intersects with the wide area network over which Participating Entity and its Users access the Care Management System.
- (b) **Monthly Uptime** means the amount of time during which the Care Management System is Available during each calendar month.
- (c) **Emergency Maintenance** means any maintenance in the Care Management System that is necessary to avoid an immediate threat or instability to the Care Management System and for which it may be impractical to provide prior notice to Participating Entity of such maintenance.
- (d) **Scheduled Maintenance** means routine scheduled tests, maintenance, updates, replacement, and/or repair regarding the Care Management System conducted during non-business hours and which is not Emergency Maintenance, and for which Gainwell will use commercially reasonable efforts to provide Participating Entity with advance notice of such maintenance.
- (e) **Monitoring Application** means an automated monitoring application used by or on behalf of Gainwell that records information relating to Uptime.

2. **Monthly Uptime Service Level.** Monthly Uptime during each calendar month as a percentage of all time during such calendar month shall be 98% ("**Monthly Uptime Service Level**") subject to Section 4 (Exclusions) below.

3. **Uptime Measurement.** The amount of Monthly Uptime will be determined exclusively by reference to the results recorded by the Monitoring Application. If the Monitoring Application fails to accurately record and report the Monthly Uptime, Participating Entity may require Gainwell to provide alternative monitoring methods.

4. **Exclusions.** Notwithstanding anything in the Terms to the contrary, the following service interruptions shall not count as downtime, or adversely impact or count against the Monthly Uptime measurement: (a) interruptions due to any User; (b) interruptions

due to failure of any equipment or software provided by or used by Participating Entity that is not provided by Gainwell as part of its delivery of the Care Management System services; (c) interruptions due to Scheduled Maintenance; (d) interruptions due to a force majeure event; or (e) interruptions due to Participating Entity's breach of its obligations under the Terms.

5. Service Level Credit Issuance.

- (a) If Gainwell fails to meet the Monthly Uptime Service Level, then Participating Entity, as its sole and exclusive remedy, will receive a credit equal to 5% of the monthly fees for the Care Management System payable for the month during which the failure occurred.
- (b) All credits will be issued as credits against future invoices for services. If a credit remains following the termination of the Care Management System services, Gainwell will pay the amount of the credit to Participating Entity within thirty (30) days of the termination date.