



# Gainwell SNAP Integrity Product Description

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# SNAP Integrity AI Solution: Helping States Identify, Fix and Prevent SNAP Errors

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## Scope of Services (Scope)

### Overview

Under the HR 1 legislation, State Medicaid and SNAP agencies face federal financial penalties when SNAP payment error rates exceed 6%. Traditional, manual quality control and post-payment audits are no longer sufficient to proactively manage this risk.

The SNAP Integrity AI Solution is a modular, AI-driven solution that enables states to:

- Detect payment errors *before* they occur
- Prioritize corrective actions based on financial and compliance risk
- Deploy targeted, automated interventions that reduce error rates at scale

The solution combines advanced analytics, predictive AI models, and intelligent automation into an end-to-end integrity solution aligned to federal requirements.

### Key Features

The following are key features of Gainwell's offering:

- Flexible and cost-efficient solution designed for high-confidence outcomes
- Data mining to identify error root causes
- Customized AI model to identify the best predictors of payment errors on a preemptive basis
- User-friendly risk dashboard integrated within SNAP case reviewers' workflows
- Configurable, targeted interventions designed to reduce future payment inaccuracies and support accurate and equitable benefit determination
- Continued monitoring and measurement of error rates to ensure impact
- Modular architecture supports phased or full deployment
- Configurable to state-specific policies and workflows

## Key Benefits

- Support federal SNAP program integrity requirements
- Applies state-specific policies and national best practices to accurately review data elements
- Builds on top of or alongside state eligibility systems and requirements, supporting existing workflows while preserving state policy control and final eligibility decision-making
- Supports state efforts to increase productivity and accuracy by ensuring all available data is reviewed and presented to case managers prior to final decision-making
- Supports state efforts to maximize performance and operational efficiency so case managers can prioritize crucial data needs instead of administrative system tasks
- Reduces the risk of audit findings through a consistent process for data reviews

## Product Modules

*Modules may be deployed independently or as an integrated end-to-end solution.*

### **Module 1:** Error Risk Intelligence

Provides data-driven insight into the root causes and drivers of SNAP payment errors by integrating and analyzing eligibility, verification, and transactional data across systems.

#### Key Functions

- Multi-source data ingestion and normalization
- Automated identification of SNAP payment error drivers
- Policy-aware analysis aligned to federal and state SNAP rules
- Quantification of financial exposure and compliance risk

#### Outcomes

- Early identification of systemic and case-level error risks
- Improved understanding of factors contributing to elevated error rates
- Prioritized visibility into high-impact error categories

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### **Module 2:** Predictive Error Detection

Uses machine learning models to identify cases at high risk of payment error prior to benefit issuance or recertification.

#### Key Functions

- Predictive risk scoring at case, program, and population levels
- Explainable AI to support transparency and auditability
- Risk dashboards for monitoring trends and federal exposure
- Decision support for intervention prioritization

## Outcomes

- Proactive error prevention rather than post-payment recovery
  - Targeted staff review of high-risk cases
  - Continuous improvement in payment accuracy
  - Ability to access risk dashboard for monitoring trends
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## **Module 3:** Automated Error Reduction and Intervention

Operationalizes error prevention through intelligent automation and workflow orchestration to reduce manual effort while maintaining compliance.

### Key Functions

- Robotic process automation (RPA) for repetitive, rule-based tasks
- Workflow orchestration with human-in-the-loop controls
- Integration via APIs with eligibility, document imaging, and reporting systems
- Targeted interventions pilots to reduce future errors

## Outcomes

- Reduced payment error rates
- Increased processing accuracy and timeliness
- Lower administrative burden on eligibility staff
- Scalable integrity controls aligned to caseload growth (post-pilot)
- Implementation of interventions based on the pricing schedule below.

## **Monitoring and Maintenance**

*Applicable only if all three product modules are purchased*

- Monitoring and measurement of intervention pilots' effectiveness
- Maintenance activities to support system reliability and integration compatibility
- Periodic updates aligned to changes in program requirements or data inputs

## Pricing

|                     | Small - 3 Interventions |                     | Medium - 5 Interventions |                     | Large - 7 Interventions |                     |
|---------------------|-------------------------|---------------------|--------------------------|---------------------|-------------------------|---------------------|
|                     | DDI                     | M&O                 | DDI                      | M&O                 | DDI                     | M&O                 |
| Module 1            | \$ 1,564,706            |                     | \$ 1,564,706             |                     | \$ 1,564,706            |                     |
| Module 2            | \$ 988,235              |                     | \$ 988,235               |                     | \$ 988,235              |                     |
| Module 3            | \$ 947,059              |                     | \$ 1,894,118             |                     | \$ 4,419,608            |                     |
| Annual Subscription |                         | \$ 1,500,000        |                          | \$ 3,000,000        |                         | \$ 7,000,000        |
| <b>TOTAL</b>        | <b>\$ 3,500,000</b>     | <b>\$ 1,500,000</b> | <b>\$ 4,447,059</b>      | <b>\$ 3,000,000</b> | <b>\$ 6,972,549</b>     | <b>\$ 7,000,000</b> |

The designation of small, medium, and large tiers is based on number of pilot interventions to be deployed in Module 3 (and to be maintained on an ongoing basis). Small tier includes up to 3, while medium includes 5 and large tier includes 7 intervention pilots. Additional professional services may be provided to enhance the solution at an additional cost.

## Assumptions

- An “intervention” is defined as an action that the client will take to support the reduction of SNAP errors. These interventions will be designed specifically to target each client’s SNAP errors.
- Any changes and/or deviations to the Scope, beyond those submitted by Gainwell herein, are subject to mutual agreement between the parties as confirmed via a mutually executed change control document and may be subject to additional fees and/or modifications to any applicable PA, SOW, and/or Order calculated using the prices set forth above.
- The Participating Entity is responsible, at its own expense, to procure and operate such hardware, software, equipment, and communications services as necessary for it to access and use the SNAP Integrity AI Solution and any results generated therefrom.
- Listed fees do not include any service level agreements (“SLA”).
- The RTO/RPO SLA contained in the Agreement is not applicable to the SNAP Integrity AI Solution.
- The pricing for the DDI and any interventions does not include customer support. Customer support during any order and agreed upon Monitoring and Maintenance period may be considered on a case-by-case basis at an additional cost beyond what is included in the applicable Annual Subscription fee.
- Monitoring of the SNAP Integrity AI Solution is performed through Gainwell’s Security Operations Center.
- The SNAP Integrity AI Solution is hosted in AWS, in a commercial environment.
- The quoted baseline fee assumes the holding, storage, or processing of Low-Risk Data, should High Risk Data or Moderate Risk Data be required to be held, processed, or stored, additional fees may apply.
- The SNAP Integrity AI Solution will be provided in an environment that is designed in accordance with NIST SP 800-53 controls.
- A SOC2 is not provided as part of the quoted pricing, should Participating Entity require a SOC2 report, one may be provided on an individual case basis, subject to a change order and payment of the applicable fees in place at the time of the request.
- No roll back is required or provided for the SNAP Integrity AI Solution.
- CSA STAR is not included for this Solution.

- Any fees for DDI and the Annual Subscription fees assume Gainwell has full access to the data necessary to perform the services associated with the Solution. If additional development or APIs/interfaces are required, the parties may review in contract discussions, and an additional fee may apply.
- The Solution cannot be modified by the Participating Entity. The dashboard associated with the Solution is provided in a read only mode.
- The Participating Entity is required to provide the raw data necessary for the Solution in a format that is defined by Gainwell. As data will be ingested via a raw file that the Participating Entity provides to Gainwell and Gainwell will stage files for the Participating Entity to receive, there is no importing or exporting of such data that is applicable directly from the dashboard or Solution.
- As part of the Solution, Gainwell utilizes FIPS 140-3, Security Requirements for encryption at rest.
- This Solution does not include a Voice of the Customer survey, Service Excellence Dashboard or any Service Excellence Metrics.

## **Additional Terms and Conditions.**

Gainwell will work with the Participating Entity to document the services and associated fees in a mutually agreed upon Statement of Work (SOW) or Order.

### **1. Access, and Use**

1.1. During the period in which Participating Entity has paid the fees for interventions or any Maintenance and Monitoring, the Participating Entity may access and use the SNAP Integrity AI Solution and its associated as necessary to receive the services, subject to the terms and conditions herein and any other third-party terms and conditions set forth in a Service Level Agreement, Participating Agreement (PA), SOW, and/or Order..

1.2. Participating Entity acknowledges that the SNAP Integrity AI Solution contains valuable trade secrets of Gainwell and its licensors. Participating Entity and its users shall not: (a) use the SNAP Integrity AI Solution, its components and models and any results generated therefrom in violation of any applicable law including U.S. export, import and sanctions regulations; (b) sell, sublicense, distribute, assign, pledge, lease, transfer, copy, republish, disclose, or in any way encumber the SNAP Integrity AI Solution, its components and models and any results generated therefrom; (c) use or allow the use of the SNAP Integrity AI Solution, its components and models and any results generated therefrom 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 SNAP Integrity AI Solution, its components and models and any results generated therefrom; (e) remove or alter any copyright or proprietary notices associated with documentation provided (if any); or (f) unbundle any components of the SNAP Integrity AI Solution.

1.3. Access/Use. (a) Access to and use of the SNAP Integrity AI Solution is limited to Participating Entity and its users; (b) Participating Entity is fully responsible for maintaining the confidentiality of the user credentials and the security of its account, (as applicable), and all activities that occur regarding a user, including a user's breach of the Master Agreement, Service Level Agreement, Participating Addendum, SOW and/or Order; (c) User credentials (as applicable) cannot be shared or used by more than one individual; (d) Participating Entity agrees to comply with all applicable laws and regulations in connection with its access to and use of the SNAP Integrity AI Solution, its components and models and any results

generated therefrom; (e) Participating Entity agrees to: (i) use commercially reasonable efforts to promptly stop any unauthorized access to the SNAP Integrity AI Solution, its models and any results generated therefrom known to Participating Entity that is attributable to use of the SNAP Integrity AI Solution by Participating Entity or a user; and (ii) promptly notify Gainwell of any security incident or threat known to Participating Entity that may involve Gainwell, the SNAP Integrity AI Solution, its models and components and any results generated therefrom, and cooperate with Gainwell in the investigation of any such security incident or threat; and (f) Participating Entity and its users shall not (i) engage in any unlawful, invasive, infringing, defamatory, or fraudulent conduct; (ii) interfere with any intellectual property, models, technology or equipment used to provide the SNAP Integrity AI Solution; (iii) alter, disable, interfere with or circumvent any aspect of the SNAP Integrity AI Solution, including any models, components or third party intellectual property contained therein or used therewith; and/or (iv) use the SNAP Integrity AI Solution, its models, components and any results generated therefrom in a manner not authorized by Gainwell. Without limiting any of Gainwell's termination rights under the Master Agreement, Service Level Agreement, PA, SOW, and/or Order, if any use of the SNAP Integrity AI Solution, its components, models and results generated therefrom by Participating Entity and/or any user reasonably threatens the security or integrity of Gainwell's information systems and/or information systems network, Gainwell may suspend access thereto until such time as the threat is eliminated.

1.4 OTHER THAN AS PROVIDED IN THE MASTER AGREEMENT, GAINWELL MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO GAINWELL'S IP, SERVICES, THE SNAP INTEGRITY AI SOLUTION, ITS MODELS OR ANY RESULTS GENERATED, OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ITS USE BY PARTICIPATING ENTITY.

## **2. Title and Feedback**

2.1. All rights, titles, and interest in and to Gainwell's IP including its code, processes and models, services, solutions, components, the SNAP Integrity AI Solution and any documentation (including their copies, improvements, enhancements, updates, revisions, modifications, and derivative works) shall at all times remain with Gainwell and as applicable, its licensors. Participating Entity's interest therein is only that of having temporary possession in order to use and access the SNAP Integrity AI Solution and results generated therefrom.

2.2. 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 these terms and conditions 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. For the purposes of this Section, "Feedback" means any communication by Participating Entity to Gainwell regarding the performance of the SNAP Integrity AI Solution, its configuration, look feel, models and any results generated therefrom including issues, errors, suggested changes, or modifications concerning the foregoing.

## **3. Confidential Information**

3.1 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 Master Agreement, Service Level Agreement, PA, SOW, 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, models, 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, the Solution, Gainwell's

analyses, tools, designs, models, 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 Master Agreement, Service Level Agreement, PA, SOW, or an Order, Participating Entity shall provide 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.

**4. Data Consent.** The Participating Entity acknowledges that it has all required rights and consents for any data provided, ingested into, or utilized in connection with the Solution and Gainwell in providing any associated services.