



Gainwell Connect™ - Interoperability Data and Analytic Solutions

The State of Utah Division of Purchasing
NASPO ValuePoint Master Agreement
for Cloud Solutions
Gainwell Amended Technical Response
Contract #: AR3094

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Product Description

The 21st Century Cures Act Final Rule was released in March of 2020 to improve interoperability and member engagement with healthcare information, services, and options. The Centers for Medicare and Medicaid Services (CMS) have made a strong commitment to interoperability and the fast health interoperability resources (FHIR) standard that goes well beyond the Interoperability and Patient Access Final Rule (CMS-9115-F).

Additionally, CMS released the CMS Interoperability and Prior Authorization Final Rule (CMS-0057-F) on January 17, 2024. This final rule focuses on efforts to improve prior authorization processes, ensure patients remain involved and at the heart of their own care through both policies and technology.

To support these mandates and prepare for the future we present the Gainwell *Connect*[™] - Interoperability platform. Gainwell *Connect* - Interoperability is a modern, cloud-based SaaS platform driving member access and healthcare outcomes purpose-built for Medicaid. Gainwell provides your organization with a full range of services to support the patient access rules' requirements, including transforming data; developing FHIR-based API services for patient access to claims, formulary, clinical, and encounter information; implementing provider directories and publishing APIs. Gainwell *Connect* - Interoperability can be expanded, prepared for new changes to the rules and provide custom FHIR API development by agencies.

Key Components

The Gainwell *Connect* - Interoperability platform comprises the following features:

- **SaaS Model.** Transfers the effort of management and maintenance of IT software, hardware, and people over to the vendor and shares in the economies of scale the vendor brings.
- **Data Ingestion.** This component accepts the required and optional data from source systems, also known as the systems of record, and transforms that data into the proper format. We provide several prebuilt data converters that can be applied for use with various standard data types, including HL7 v2/v3, EDI 5010 XML, DW CSV, JSON and T-MSIS. Our data ingestion framework provides orchestration of data ingestion encompassing file validation, decryption, decompression, parsing, data quality checks, transformation, and data model mapping. The framework includes optimization of storage and processing costs and supports application of standard data feeds and development of custom mapping logic to ingest new/custom data feeds. One significant differentiator is Gainwell's use of the T-MSIS format for ingesting data into our FHIR repository. T-MSIS defines standard formats and standard valid values that are common across all states. This approach facilitates easier implementation.
- **FHIR Platform.** We leverage our best-in-class FHIR platform to store data and serve it using the appropriate APIs as needed. The FHIR R4 server enables query, storage, and conformance with implementation guide standards for all CMS-9115 and CMS-0057 mandates, including CARIN Blue Button IG for EOBs, DaVinci Plan Net for Provider Directory, and US Core for clinical data. The platform includes pre-mapping between the domain model and the FHIR implementation guides and profiles. Once the data is loaded into the FHIR platform, our consent management application enables members to give consent for data to be shared with third-party applications. The solution includes a developer registration portal to manage the registration, vetting, monitoring, and supporting processes for third-party developers.
- **Developer Ecosystem.** Rather than making each client responsible for vetting and maintaining their own set of third-party developers, we have centralized this task for all our clients. We maintain a single ecosystem of developers that we can educate, vet, support, and monitor, which will facilitate the state's management of third-party developers and their applications. When a state selects Gainwell as your partner for interoperability, you will become a member of our interoperability family and have access to our developer ecosystem.
- **Consent Management.** This component enables members to consent to have their data shared with the third-party application of their choice and provides an end-to-end HIPAA-compliant authorization process. The component conforms to CMS and CARIN guidance and can be

configured to support state branding and policies. The component also supports the ability for members to update their consent opt-in/opt-out preferences.

- **Integrated Support.** Several stakeholders are required to enable an end-to-end interoperability solution. Gainwell provides a support model that addresses the needs of members and caregivers, states' member services and IT staff, and app developers. We provide standard documentation and educational materials, process flows for addressing issues by source and type, and volume forecasts by issue source and type.

Administrative Console. The FHIR platform tracks transactional data accesses and updates and demonstrates API use through a fully functional administration console that is built on a data visualization solution that offers flexible, best-in-class, administration experience. Users can create custom filters and specify their desired reporting period. In addition, the administration console displays key metrics that align to the outcomes that CMS is expecting, and that many of our clients have included in their advanced planning documents. As a leader in FHIR interoperability, Gainwell bridges the gap between patient-centered data and provider needs, creating a platform for patients to aggregate and share medical data with providers from external health systems. Our cloud-based FHIR server provides the capabilities needed to implement, scale, and support interoperability and patient access.

Reusable, standard API services for access by third-party apps

These services enable APIs to be compliant with the Office of the National Coordinator for Health Information Technology (ONC) and CMS interoperability rules, including APIs for:

- Patient Access (Claims API, Clinical API, Formulary API)
- Provider directory
- Plan coverage and formularies
- Provider access
- Payer-to-payer access
- Prior authorization

The solution provides a FHIR resource server for evaluating access and enabling distribution of FHIR API requests securely. Our comprehensive API suite includes CMS-9115 Patient Access APIs and Provider Directory API, as well as CMS-0057 Advancing Interoperability and Electronic Prior Authorization capabilities including Patient Access API Upgrade, Payer to Payer API, Provider Access API, and Routing for Electronic Prior Authorization compliant with CMS-0057, plus mandated metric calculation as required by CMS-0057.

Benefits and Features

Gainwell *Connect* - Interoperability brings the following advantages:

- **Deep Medicaid experience.** We are the leading provider of Medicaid solutions in 49 states, with more than 50 years working with state governments on innovative health and human services solutions. Gainwell knows the industry and regulatory requirements, and we are constantly evolving our offerings to be adaptive to future needs.
- **Commitment to healthcare interoperability and patient access.** Gainwell has a dedicated interoperability practice focused on staying current with the best practices and upcoming CMS regulations. We provide support and best practices during and after interoperability implementations, including deliverables, reports, and artifacts. Our interoperability practice also provides advisory services, and helps clients develop long-term strategies for interoperability and patient access.
- **Long-term vision beyond mandate compliance.** At Gainwell, we look at CMS mandates as foundational to initiatives that can help drive the states' goals for improved health outcomes, and access to quality, affordable care. For example, a master member index coupled with Gainwell *Connect* - Interoperability could support population health management and whole person care initiatives by unlocking other clinical and socioeconomic data.

Based on our long, successful relationships with state agencies, we are confident that Gainwell can be the partner states are seeking for their interoperability solution. We created Gainwell *Connect* - Interoperability to address current mandates and support future projects and regulations associated with interoperability and patient access. As our solution has and continues to evolve, so has its support for key industry initiatives, including equity and inclusion, whole-person care, and social determinants of health.

Optional Add-On Services for the Gainwell *Connect* - Interoperability Platform

Additional services can be seamlessly incorporated to enrich the overall experience and offer full support to members' healthcare needs.

- Single Sign-On (SSO): Functionality to integrate with any identity platform that can be configured during implementation
- Mobile client/Gainwell Go Member-facing Modules: We offer a wide array of modules that place a broad range of information and resources at members' fingertips. These modules are designed to meet users' diverse needs and preferences and include:
 - MyHealth — Functionality for Medicaid members using Gainwell's FHIR-based API and patient access/interoperability solution with TMSIS data
 - MyClaims — Optional module that provides a searchable claims history for the member (not implemented if the state selects the MyHealth module)
 - MyHelp — Virtual assistant uses configurable knowledge base to search answers and provide in an FAQ format; can be configured in English and Spanish; reduces help desk calls
 - SendToAgency — Allows members to submit a photo or document from the device to the agency to support a business process
 - MyForms — Gives the Gainwell Go administrator or delegate the ability to create ad hoc forms and publish them to Gainwell Go for users to complete and submit to the state agency workflow

Pricing

Base Platform Licensing

Gainwell *Connect* - Interoperability platform licensing can be purchased on a subscription basis in one-year increments beyond the initial implementation period. The minimum licensing time is 48 months of ongoing operational support. Licensing costs will vary based on the specifications required for each implementation including any desired optional components. Additional scope will be priced based on client-specific requirements.

The Gainwell *Connect* - Interoperability platform has been designed and priced to support a wide range of client requirements. Different components can be purchased together or independently. Pricing will vary with the scale and complexity of client data and analytic needs, the degree of customization required, and the inclusion of optional services and solutions. The table below provides a sample list price for the core Gainwell *Connect* - Interoperability Platform sized for one million (1,000,000) enrolled members with medium platform complexity characteristics.

Example Environment Complexity Price

Core Interoperability Platform		List price
Scale	~ 1M Active Members ~ 500K Inactive Members 3 Lookback Years	
Complexity	Complex	
Implementation	One Time	\$5,536,000
Ongoing Operations	Per Month	\$262,000

The baseline pricing outlined here is for the standard Gainwell *Connect* - Interoperability package including API for both CMS-9115-F and CMS-0057-F. Pricing will vary with client needs and requirements, and inclusion of optional add-on services.

Platform implementation is a non-recurring charge that will be billed based on achievement of implementation milestones. Once the platform goes live, there is a monthly fee for the ongoing maintenance and operation (M&O) of the platform.

Gainwell will work with the purchasing entity to determine their needs for the base offering and optional services desired and finalize the corresponding subscription fees in a mutually agreed scope of work (SOW). Service-level agreements (SLA) will be discussed and agreed upon during the contracting process.

Support:

Gainwell *Connect* - Interoperability is designed to operate requiring minimal support. Online self-help resources, such as user guides and FAQs, are available to the users of these solutions. In the event a user may require additional support, need to request enhancement, or have any other concerns related to the Gainwell *Connect* - Interoperability product, the parties will define their respective obligations for support in the applicable SOW or order.

The standard support model provides three levels of support:

- **Level 1 Support — Provided by Participating Entity.** The participating entity may request Gainwell provide Level 1 support during contract negotiations. Gainwell may consider the request and additional fees may apply. Level 1 support consists of any issue that can be resolved by the user by using online self-help resources, such as the FAQs and user guide. Level 1 support can also include issues with the user's specific device. Medicaid members who need assistance with correcting entered member data is considered a Level 1 support item.
- **Level 2 Support — Provided by Gainwell.** Level 2 support consists of any issue that is not Level 1 and is not determined to be a bug/defect in the application. This includes items such as:
 - Server issues
 - Invalid data displays
 - One or more modules not functioning properly
 - Broken or inaccurate links in the program
- **Level 3 Support — Provided by Gainwell.** Level 3 support consists of any issues that are directly related to bugs/defects in the Gainwell *Connect* - Interoperability application.

An automatic notification system will be leveraged for client support. The anticipated response times from Gainwell for all priority levels is one (1) business day. Standard support hours are normal client business hours, Monday through Friday ("Core Hours"). A list of mutually agreed upon holidays will be determined and formalized during contract negotiations with the participating entity ("Holidays").

Further detailed information on the Gainwell *Connect* - Interoperability support process, including a process flow document(s) will be shared during the contract negotiations.

Assumptions

Participating Entity acknowledges that a quotation for baseline pricing is based on a standard configuration that includes: (a) One production and three non-production environments; (b) Multi-tenancy with Active/Passive disaster recovery; and (c) Business Intelligence licensing includes 50 viewers and ten power users, as further described in the Product Description ("Scope"). 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 project document calculated using the List 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 Gainwell *Connect* - Interoperability.

The following are additional assumptions:

- Any quoted baseline fee assumes a commitment for support/M&O for a period of at least two years.
- Any quoted baseline fees do not include any service level agreements ("SLA"). If required, SLAs will be agreed upon on a case-by-case basis and documented in a mutually agreed upon SOW or Order and may be subject to applicable fees.

- The RTO/RPO SLA contained in the MSA is not applicable to Gainwell Connect - Interoperability. A business continuity and disaster recovery plan, including mutually agreed upon RPOs and RTOs, as well as an annual disaster recovery test, may be considered on a case-by-case basis, subject to a mutually agreed fee.
- Technical support using a “follow the sun” methodology may be followed. That means that certain portions of support, help desk, or other services may be provided from offshore locations.
- Standard support hours are normal Gainwell business hours, Monday through Friday 8 a.m. to 5 p.m. CT (“Core Hours”). Participating Entity requests for services on holidays or outside Core Hours may result in additional fees.
- Monitoring of Gainwell *Connect* - Interoperability is performed through Gainwell Security Operations Centers.
- Gainwell *Connect* - Interoperability is hosted in AWS, in a non-FedRAMP or GovCloud 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.
- Gainwell *Connect* - Interoperability does not include certification or compliance with ISO, FERPA, CJIS Security Policy, PCI, IRS Publication 1075, EU data protection/model clauses, ISO 27001, or FISMA requirements or regulations.
- As data is stored in the cloud, SOC2 is not provided as part of the quoted baseline 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.
- The quoted baseline fee assumes there will not be data conversion upon implementation or at expiration or termination of the subscription term. If any Participating Entity-specific implementation or end of contract activities or data extraction are required, Participating Entity must notify Gainwell at least 90 days in advance, and such activities may be considered on a case-by-case basis, subject to a mutually agreed fee.
- As Gainwell *Connect* - Interoperability is a COTS SaaS application with a DR solution, no roll back is required or provided, and the Participating Entity will not be provided rights to use or access Gainwell Interoperability or its underlying software and/or components after the completion of the subscription term.
- Gainwell may utilize a third party to assist with the implementation and maintenance of Gainwell *Connect* - Interoperability.
- CSA STAR is not included in the quoted baseline fee; however, can be considered on a case-by-case basis, at additional cost.
- The quoted baseline fee does not include any reports or reporting obligations. If required, reports will be agreed upon on a case-by-case basis and documented in a mutually agreed upon SOW or Order and be subject to applicable fees.
- Any quotations provided for any fees for implementation and the baseline fees assume Gainwell has full access to the data necessary to perform the services. If additional development or APIs/interfaces are required, the parties may review in contract discussions, and an additional fee may apply.
- CMS-0057-F Provider Access requires a member to be attributed to a provider for their data to be accessed. Supplier will use the historical claims to establish a patient-provider relationship.
- Consent Management capability for Provider Access is managed via Supplier’s solution.
- All Prior Authorizations ARE processed within the state MMIS.

- ePA Routing: Only one (1) Prior Authorization vendor is utilized by the state.

Additional Terms and Conditions.

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

1. License, Access, and Use

1.1. During the period in which Participating Entity maintains a subscription, Gainwell grants Participating Entity a non-exclusive right to access and use Gainwell *Connect* - Interoperability and its associated documentation ("Documentation") 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. As reasonably necessary, the Participating Entity may make and distribute copies of the Documentation in connection with its use of the services and must include all copyright and other proprietary notices as presented in the original Documentation.

1.2. Participating Entity acknowledges that Gainwell *Connect* - Interoperability contains valuable trade secrets of Gainwell and its licensors. Participating Entity and its users shall not: (a) use Gainwell *Connect* - Interoperability 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 Gainwell Interoperability, except as otherwise expressly permitted under the Master Agreement and/or Order; (c) use or allow the use of Gainwell *Connect* - Interoperability 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 Gainwell *Connect* - Interoperability; (e) remove or alter any copyright or proprietary notices associated with the Documentation; or (f) unbundle any components of Gainwell *Connect* - Interoperability.

1.3. Access/Use. (a) Access to and use of Gainwell *Connect* - Interoperability 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, and all activities that occur regarding a user, including a user's breach of the Master Agreement, Service Level Agreement, Participating Addendum and/or Order; (c) User credentials 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 Gainwell *Connect* - Interoperability; (e) Participating Entity agrees to: (i) use commercially reasonable efforts to promptly stop any unauthorized access to Gainwell *Connect* - Interoperability known to Participating Entity that is attributable to use of the SaaS Solutions 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 *Connect* - Interoperability and cooperate with Gainwell in the investigation of any such security incident or threat; (f) Participating Entity may allow a contractor to access and use Gainwell *Connect* - Interoperability solely on Participating Entity's behalf for ancillary services provided by the contractor, provided that the contractor, (i) is not a competitor of Gainwell or any of its Affiliates; and (ii) complies with the terms of this License Agreement; (g) Participating Entity and its users shall not (i) engage in any unlawful, invasive, infringing, defamatory, or fraudulent conduct; (ii) interfere with any technology or equipment used to provide Gainwell *Connect* - Interoperability; (iii) alter, disable, interfere with or circumvent any aspect of Gainwell *Connect* - Interoperability; and/or (iv) use Gainwell *Connect* - Interoperability in a manner not authorized by Gainwell. Without limiting any of Gainwell's termination rights under the Master Agreement, Service Level Agreement, Participating Addendum and/or Order, if any use of Gainwell *Connect* - Interoperability 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 to Gainwell Interoperability 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 OR GAINWELL *CONNECT* - INTEROPERABILITY OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ITS USE BY PARTICIPATING

ENTITY.

2. Title and Feedback

2.1. All rights, title, and interest in and to Gainwell's IP, services, solutions, Gainwell *Connect* - Interoperability and Documentation (including their copies, improvements, enhancements, updates, revisions, modifications, and derivative works) shall at all times remain with Gainwell and as applicable, its licensors, and Participating Entity's interest therein is only that of having temporary possession in order to use and access Gainwell *Connect* - Interoperability.

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 Software Program including issues, errors, suggested changes, or modifications concerning the Software Program.

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, Participating Addendum 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 Master Agreement, Service Level Agreement, Participating Addendum 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

4.1 The Participating Entity acknowledges that: (i) users of Gainwell *Connect* - Interoperability will be required to provide consent to access, process and store their personal information in order to utilize the application, and (ii) Personal Data may be accessed and stored on portable devices in order for use of Gainwell *Connect* - Interoperability.