



Gainwell *Genius*™ Data and Analytic Solutions

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

May 2025



Product Description

Gainwell Genius™ is a modern, cloud-based data and analytics solution purpose-built for Medicaid. Designed to turn raw data into actionable insights, Genius empowers agencies to improve program performance and enhance operational efficiency. With a user-friendly interface and AI-enabled capabilities, the platform helps teams make smarter, faster decisions to better serve members. Genius is built on a state-of-the-art architecture that enables the ingestion and analysis of both structured and unstructured data from any source. Its analytic and reporting layer provides an advanced workbench, incorporating industry-leading business intelligence solutions in a secure, user-friendly environment. The platform is designed from the ground up to enable and responsibly manage AI/ML applications. Genius also provides access to an expanding library of reporting packages, analytic modules, and customizable solutions that support a wide range of Medicaid and public health reporting needs.

Key Features and Core Functionality

Gainwell Genius™ provides a flexible and configurable set of data, analytic, and reporting solutions to support a wide range of use cases. Key features of the Genius platform and solution set are outlined below. Note that different features and services will be included with different configurations.

Data ingestion and management

- An Infrastructure-as-Code (IaC) approach for rapid stand-up of analytical environments.
- Accelerated data conversion and integration capabilities tailored for the Medicaid environment
- Modern Lakehouse architecture for unified data storage and organization, compatible with structured, semi-structured, and unstructured data
- Utilization of distributed computing frameworks and technologies for parallel processing and in-memory computing for large data workloads and rapid analysis
- Multi-layer security controls — including network security, identity and access management (IAM), role-based access control, and encryption of data at rest and in motion — ensure a comprehensive security posture for the entire user and data ecosystem on the platform
- Automated data backups and recovery, coupled with configurable disaster recovery protocols and procedures for business continuity
- Modern, extensible, scalable, and flexible solutions enabling ability to be responsive to state and federal regulation changes
- Data governance features providing data lineage, data catalog, metadata management, and auditing with rigorous, automated configurable business rules that are applied before data is made available

Advanced analytics and reporting layer

- Centralized user-friendly analytics portal. This singular point of entry simplifies access and uses single sign-on (SSO) security with role-based access permission set and controlled by the state
- Analytic and reporting workbench equipped with industry-leading tools that support AI, automation, and predictive analytics — enabling agencies to optimize outcomes, detect fraud, and streamline decision-making
- Capability to produce and integrate out of the box analytics dashboards and reports as well as ad hoc analytics and reporting
- End-to-end artificial intelligence/machine learning (AI/ML) capabilities such as feature engineering, experiments, evaluation, management, including generative AI
- Industry-leading reporting packages automating a wide range of reporting requirements
- Ability to purchase reports and dashboards from Gainwell's report library (see Optional Services)

Pricing

Base Software Licensing

Gainwell Genius™ Analytics 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 Genius™ platform and solution set has been designed and priced to support a wide range of client requirements. Different components of the solution 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 Genius™ Analytics platform sized for one million (1,000,000) enrolled members with medium platform complexity characteristics.

Example Environment Complexity Price

Core Genius Platform		List price
Scale	< 1M Members	
Complexity	Medium	
Implementation	One Time	\$3,664,000
Ongoing Operations	Per Month	\$273,000

The baseline pricing outlined here is for the standard Gainwell Genius™ package. 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.

Services and Support:

Gainwell Genius™ is built for long-term impact and requires minimal support. Our team partners with clients to ensure rapid time-to-value while providing access to tailored tools and reports that drive strategic improvements and operational success. 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 an enhancement, or have any other concerns related to the Gainwell Genius™ product, the parties will define their respective obligations for support in the applicable SOW or order. Standard pricing includes basic implementation, training, and support services. Additional services and support, shown below in categories 1 through 3, can be provided to meet a range of client needs. These optional services will be priced on a time and materials basis based on the time and resources required, as outlined in the table below.

- **Category 1** services require the support of specialized, senior personnel including management, architects, and other advisory roles. Gainwell will be happy to assist you with uploading data into the warehouse for ad hoc analytics for an additional consultative fee.
- **Category 2** services require senior personnel in specialized technical roles, including engineering, development, testing, business analysts, data modeling, and project support typically engaged with customization and PMO support.
- **Category 3** services require similar roles as Category 2 services but can be delivered by personnel with intermediate levels of expertise.

Discretionary Services and Support Price Table

Discretionary Services and Support		List price
Category 1	Per Hour	\$208
Category 2	Per Hour	\$171
Category 3	Per Hour	\$143

Final pricing is subject to finalization of requirements, determination of needed scale, and complexity levels and customizations.

Optional Services for the Gainwell Genius™ Data Analytic Platform

The following are optional services which will be priced separately based on joint discussions with each Participating Entity.

- Participating Entity specific requirements and/or configurations
- Configuration of standard library and deployment of reports to meet the unique data requirements of the Participating Entity
- Gainwell-defined, pre-built reports and dashboards supporting priority applications and use cases
- Ability to upgrade to optional program analytic and reporting solutions, including population health, pharmacy performance, MCO performance management, and value-based care — each designed to address Medicaid's evolving needs with tailored dashboards and predictive tools
- Unified Data Catalog and Natural Language Query Processing (NLP) for easy data discovery, classification, and self-service ad-hoc analytics for non-technical users
- Help desk support
- In-person live training
- Creation of new or customization of standard reports/dashboards
- Additional account and project management services beyond standard configuration, training, and help desk support

- Professional and consulting services can be added to any of Gainwell's license subscriptions to cover additional services such as migration planning, readiness assessment, deployment, development and testing, and security assessments
- Gainwell can also provide data and analytics support on a defined project basis or through staff augmentation
- Enterprise Patient Master ID and longitudinal data management across the platform
- A detailed rate card for optional services can be provided upon request.

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 the Solution.

The following are additional assumptions:

- Any quoted baseline fees assume a commitment for support/M&O for a period of at least one year.
- Any quoted baseline fees do not include any service language 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 be subject to applicable fees.
- The RTO/RPO SLA contained in the MSA is not applicable to Gainwell Genius™. 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. Meaning 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 8am to 5pm CT ("Core Hours"). Participating Entity requests for services on holidays or outside Core Hours may result in additional fees.
- Monitoring of Gainwell Genius™ is performed through Gainwell Security Operations Centers.
- Gainwell Genius™ 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 Genius™ 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 not stored in the cloud, a 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 Genius™ is a SaaS application with a DR solution, no roll back is required or provided.
- 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.

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

1.3. Access/Use. (a) Access to and use of Gainwell Genius™ 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 Genius™; (e) Participating Entity agrees to: (i) use commercially reasonable efforts to promptly stop any unauthorized access to Gainwell Genius™ 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 Genius™ 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 Genius™ 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 Genius™; (iii) alter, disable, interfere with or circumvent any aspect of Gainwell Genius™; and/or (iv) use Gainwell Genius™ 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 Genius™ 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 Genius™ 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 GENIUSTM 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 Genius™ 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 Genius™.

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 the Gainwell Genius™ 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 the Gainwell Genius™.