

# Digital Health for Complex Populations: Pilot Challenge

Designing digital health solutions that meet the needs of low-income, high-need individuals



## Digital Health for Complex Populations: Pilot Challenge Official Rules (“Official Rules”)

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**Challenge Name:** Digital Health for Complex Populations: Pilot Challenge (the “Challenge”)

**Challenge Website:** [www.chcs.org/pilotchallenge](http://www.chcs.org/pilotchallenge) (the “Challenge Website”)

### 1. DATES AND TIMING

**Challenge Submission Period:** June 6, 2016 – July 22, 2016 (5:00 pm ET) (the “Challenge Submission Period”)

**Applicant Selection Period (estimated):** August 1, 2016 – August 19, 2016 (the “Matchmaking Period”)

**Joint Project Plan Period (estimated):** August 22, 2016 – September 30, 2016 (the “Joint Project Plan Period”)

**Launch Date for Pilots (estimated):** October 10, 2016

The Center for Health Care Strategies (CHCS) will administer, coordinate, and serve as the official timekeeper for the Challenge.

### 2. ELIGIBILITY

#### A. The Challenge IS open to legally established organizations that have:

- A fully functioning product that can be tailored and deployed at scale at the time of the match;
- The technical capacity to modify the product, within reason, as may be required for the pilot project;
- The analytical capacity to collect, analyze, and share data; and
- The organizational capacity to maintain a consistent working relationship with the host organization throughout the course of the pilot.

The above are collectively called “Applicants.”

#### B. The Challenge IS NOT open to:

- Organizations involved with the design, production, paid promotion, execution, or distribution of the Challenge, including CHCS (“Promotion Entities”);
- Employees, representatives and agents\*\* of such organizations, and all members of their immediate family or household\*;
- Any other individual involved with the design, production, promotion, execution, or distribution of the Challenge, and each member of their immediate family or household\*;
- Any Judge (defined below), or company or individual that employs a Judge\*\*\*;
- Any other individual or organization whose participation in the Challenge would create, in the sole discretion of the Poster, a real or apparent conflict of interest; or
- Previous winners of the CHCS Super-Utilizer Health Innovation Challenge.

*\*The members of an individual’s immediate family include the individual’s spouse, children and stepchildren, parents and stepparents, and siblings and stepsiblings. The members of an individual’s household include any other person that shares the same residence as the individual for at least three (3) months out of the year.*

*\*\*Agents include individuals or organizations that in creating an application (“Submission”) to the Challenge, are acting on behalf of, and at the direction of, a Promotion Entity through a contractual or similar relationship.*

*\*\*\*Judges are outside experts, selected by CHCS, to review Submissions and other Challenge-related materials.*

### 3. SUBMISSION REQUIREMENTS

Applicants must do the following to participate in the Challenge:

- Create a working software application (“Product”) that addresses one or more of the challenges presented by the participating health care delivery systems featured on the Challenge website (the “Host Organization”)
- Complete and enter all of the required fields on the “Apply” page of the Challenge Website during the Challenge Submission Period, and follow the requirements below.
- Create a video that includes footage that clearly explains the product’s features and functionality through a comprehensive demonstration tailored to address the Host Organization’s needs.

#### A. Language Requirements

All Submission materials must be in English or, if not in English, the Applicant must provide an English translation of the demonstration video, text description, and testing instructions as well as all other materials submitted.

## B. Submission Requirements

- (i) **What to Create:** Applicants must create a working Product that addresses one or more of the challenges presented by the Host Organization.
- (ii) **Functionality:** The Product must be capable of being successfully installed and running consistently on the platform for which it is intended, and must function as depicted in the video and/or expressed in the text description. If adaptations or additions to the Product are required to partner with one of the host organizations, the Applicant must clearly demonstrate in the Submission and video what existing capabilities it intends to build on for the challenge, and outline how the modifications or additions would change the existing Product’s design and functionality.
- (iii) **Platforms:** The Product must run on at least one of the following:
- Android device (such as a smartphone, tablet, Google Glass, etc.);
  - iOS device (such as a smartphone, tablet, etc.);
  - Windows Phone device (such as a smartphone, tablet, etc.);
  - Blackberry device;
  - Web or mobile web;
  - Windows desktop computer;
  - Mac desktop computer;
  - Kindle; and/or
  - Other hardware (including, but not limited to, wearable technology and open source hardware).
- (iv) **New & Existing:** Products may be either newly created by the Applicant or may have existed prior to the Challenge Submission Period.
- (v) **Private & Public Distribution:** The Applicant must make their submitted Product available to CHCS and the Host Organizations for review and testing. If the Product includes software that runs on third-party hardware that is not widely available to the public, including software running on devices or wearable technology other than smartphones, tablets, or desktop computers, CHCS reserves the right, at its sole discretion, to require the Applicants to provide physical access to the Product hardware upon request. The Applicant may make the Product available to the public via a website or online store, but is not required to do so.
- (vi) **Intellectual Property:** Submissions from Applicants must: (a) be the Applicant’s original work product; (b) be solely owned by the Applicant with no other person or entity having any right or interest in it; and (c) not violate the intellectual property rights or other rights including but not limited to copyright, trademark, patent, contract, and/or privacy rights, of any other person or entity. An Applicant may contract with a third-party for technical assistance to create the Submission provided the Submission components are solely the Applicant’s work product and the result of the Applicant’s ideas and creativity, and the Applicant owns all rights to them. An Applicant may submit a Product that includes the use of open source software or hardware, provided the Applicant complies with applicable open source licenses and, as part of the Product, creates software that enhances and builds upon the features and functionality included in the underlying open source product. By entering the Challenge the Applicant represents, warrants, and agrees that the Product meets these requirements. Should the Applicant need to access or utilize intellectual property such as proprietary business information, tools, processes or methods wholly owned by the Host Organization (“Host Organization IP”) in the course of completing this Challenge, access to such IP shall be at the sole discretion of the Host Organization. The Host Organization and Applicant may agree through this Challenge to jointly develop a new product; in this circumstance, an agreement regarding the Intellectual Property rights must be reached between the two entities prior to commencing the pilot program. In no way shall agreement to participate in this Challenge be construed as surrendering prior held Intellectual Property rights by either entity.
- (vii) **Financial or Preferential Support:** Submitted Products must not have been developed or derived from software developed with financial or preferential support from CHCS. Such software include, but are not limited to, those that received funding or investment for their development, were developed under contract, or received a commercial license, from CHCS any time prior to the end of Challenge Submission Period. CHCS, at its sole discretion, may disqualify an Applicant, if awarding a prize to the Applicant would create a real or apparent conflict of interest.

## C. Text Description and Video Requirements

- (i) **Text Description:** The text description should explain the features and functionality of the Product.
- (ii) **Video:** The video portion of the Submission:
- a. Must be five (5) minutes or less;
  - b. Must include footage that clearly explains the Product’s features and functionality through a comprehensive demonstration;
  - c. Must be uploaded to YouTube or Vimeo and a link to the video must be provided in the Submission; and
  - d. Must not include third-party trademarks, copyrighted music, or other material unless the Applicant has permission to use such material.

## 4. SUBMISSION RIGHTS

- A. Applicant Rights:** Subject to the licenses described below, any applicable intellectual property rights to a Submission will remain with the Applicant.
- B. CHCS Rights:** By entering the Challenge, you grant CHCS, and any other third parties acting on CHCS’ behalf, a royalty-free, non-exclusive, worldwide perpetual license to display publicly and use for promotional purposes the Submission, in perpetuity. This license includes, but is not limited to, posting or linking to the Submission on CHCS’ and partners’ websites, including the Challenge Website, and display and promotion of the Submission in any other media, worldwide.
- C. Submission Display:** The following Submission components may be displayed to the public: name, description, images, video URL, website, URL, team members, the Submission category and platform, and submitter type. Other Submission materials may be viewed by CHCS, Judges, and Host Organizations for screening and evaluation.
- D. Developers represent and warrant that CHCS and Challenge partners are free to use Applicants’ Submissions in the manner described above, as provided or as modified by CHCS, without obtaining permission or license from any third-party and without any compensation to Developers.**

## 5. SELECTION PROCESS

**A. Screening of Submissions:** CHCS will conduct a preliminary screen of all Submissions to determine that they are in compliance with the Challenge Rules, and relevant to the Host Organizations’ challenge statement. CHCS reserves the right to exclude any Applicants if they do not meet these requirements. The Host Organizations will then screen the remaining Submissions and determine, each at their discretion, which Applicants they will each interview. CHCS will coordinate the interview process and notify all Applicants of the status of their submission.

**B. Applicant Interviews:** Communication with Applicants regarding interviews, including scheduling and the interviews themselves, will be via the contact email provided in the Submission. Host Organizations will determine the medium through which to conduct the interviews, including, but not limited to, telephone or video conference.

**C. Applicant Selection:** Following the interviews, Host Organizations will determine, each at their discretion, which of the interviewed Applicants they will extend an offer to partner with.

**D. Applicant Notification:** All Applicants will be notified via email by CHCS of the status of their Submission once the Host Organization selection process is completed.

**E. Pilot Approval Process:** Once the selected Applicant has agreed to partner with the Host Organization, the two entities will create and submit a joint project plan to CHCS, detailing the specifics of the partnership and pilot program. The pilot will commence upon CHCS’ review and approval of this joint project plan.

## 6. PRIZES

**A. Pilot Program:** Applicants who are selected to partner with Host Organizations will participate in a nine-month pilot program with the Host Organization (the “Pilot”).

**B. Pilot Funding:** The Applicant/Host Organization pair will receive \$25,000 in funding to go towards the Pilot. The Applicant and Host Organization are responsible for determining in the joint project plan how the Pilot funding will be split, allotted, or otherwise disbursed between them. Following CHCS’ approval of the joint project plan, CHCS will disburse the \$25,000 to the Host Organization, who will be responsible for providing funds to Applicant as per the terms of their joint project plan.

## 7. DETERMINATION AND VERIFICATION OF POTENTIAL WINNERS

**A. Authority to Make Final Determination of Winners:** The final decision to designate a winner shall be made by CHCS.

**B. Required Forms:** Potential winners will be notified using the email address included in the Submission. To receive funding, the Host Organization must sign a subcontract agreement with CHCS. The subcontract agreement will be provided once the winning Host Organization/Applicant pair have submitted their joint project plan, scope of work, and budgets, and those documents have been approved by CHCS. Upon receiving funding, Host Organizations will disburse funding to the Applicant per the stated agreement in the joint project plan. Host Organizations may require the Applicant to complete additional forms specific to their organizations to disburse funding to them.

## 8. ENTRY CONDITIONS AND RELEASE

**A. By entering the Challenge, Applicants agree to the following:**

(i) The relationship between the Applicant and CHCS is not a confidential, fiduciary, or other special relationship.

(ii) Applicants will be bound by and comply with these Official Rules and the decisions of CHCS and/or the Challenge Judges which are binding and final in all matters relating to the Challenge.

(iii) Applicants release, indemnify, defend, and hold harmless CHCS, Host Organizations, Promotion Entities, and their respective parent, subsidiary, and affiliated companies, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Challenge, and all of their respective past and present officers, directors, employees, agents and representatives (hereafter the “Released Parties”) from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees), including, but not limited to, negligence and damages of any kind to persons and property; defamation; slander; libel; violation of right of publicity; infringement of trademark, copyright, or other intellectual property rights; property damage; or death or personal injury arising out of or relating to an Applicant’s entry, creation of Submission or entry of a Submission, participation in the Challenge, acceptance or use or misuse of the Pilot (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Submission as authorized or licensed by these Official Rules.

**B. Without limiting the foregoing, the Released Parties shall have no liability in connection with:**

(i) Any incorrect or inaccurate information, whether caused by electronic or printing error, or by any of the equipment or programming associated with or utilized in the Challenge;

(ii) Technical failures of any kind, including, but not limited to: malfunctions, interruptions, or disconnections in phone lines, internet connectivity, or electronic transmissions; failure of network hardware or software; or failure of the Challenge Website;

(iii) Unauthorized human intervention in any part of the entry process or the Challenge;

(iv) Technical or human error which may occur in the administration of the Challenge or the processing of Submissions; or

(v) Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Applicant’s participation in the Challenge or receipt, use, or misuse of any Pilot.

The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the Applicants. Proof of sending or submitting will not be deemed to be proof of receipt by the CHCS.

If for any reason, any Applicant’s Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Applicant’s sole remedy is to request the opportunity to resubmit its Submission. Such request must be made promptly after the Applicant knows or should have known there was a problem, and will be determined at the sole discretion of CHCS.

## 9. PUBLICITY

By participating in the Challenge you consent to the use of personal information about you, if you are a winner, by CHCS and third parties acting on their behalf. Such personal information includes, but is not limited to, your name, likeness, photograph, voice, opinions, comments, and hometown and country of residence. It may be used in any existing or newly created media, worldwide without further payment or consideration or right of review, unless prohibited by law. Authorized use includes advertising and promotional purposes.

The duration of your consent is for a period of three years following the conclusion of the Challenge. This consent applies, as applicable, to all members of an Applicant’s team or Organization that participated in the winning Submission.

## 10. GENERAL CONDITIONS

- A. CHCS reserves the right, in its sole discretion, to cancel, suspend and/or modify the Challenge, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control.
- B. CHCS reserves the right in its sole discretion to disqualify any Applicant it finds to be actually or presenting the appearance of tampering with the entry process or the operation of the Challenge or to be acting in violation of these Official Rules or in a manner that is inappropriate, unsportsmanlike, not in the best interests of this Challenge, or a violation of any applicable law or regulation.
- C. Any attempt by any person to undermine the proper conduct of the Challenge may be a violation of criminal and civil law. Should CHCS suspect that such an attempt has been made or is threatened, it reserves the right to take appropriate action including but not limited to requiring an Applicant to cooperate with an investigation and referral to criminal and civil law enforcement authorities.
- D. If there is any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Challenge materials, including but not limited to the Challenge Submission form, Challenge Website, advertising (including but not limited to television, print, radio or online ads), the terms and conditions of the Official Rules shall prevail.
- E. The terms and conditions of the Official Rules are subject to change at any time, including the rights or obligations of the Applicant and CHCS. CHCS will post the terms and conditions of the amended Official Rules on the Challenge Website. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended Official Rules or, if no time is specified, the time of posting.
- F. If at any time prior to the deadline, an Applicant or prospective Applicant believes that any Official Rule is or may be unclear or ambiguous, they must submit a written request for clarification.
- G. CHCS’ failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to an Applicant, such illegality or unenforceability shall leave the remainder of these Official Rules, including the Rule affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects CHCS’ intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.
- H. Excluding Submissions, all intellectual property related to this Challenge, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the CHCS. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owners is strictly prohibited. Any use in a Submission of CHCS intellectual property shall be solely to the extent provided for in these Official Rules.

## 11. LIMITATIONS OF LIABILITY

By entering, all Applicants (including all participating members) agree to be bound by the Official Rules and hereby release the Released Parties from any and all liability in connection with the Pilots or Applicant’s participation in the Challenge, provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or body injury shall not be applicable in jurisdictions where such limitation is not legal.

## 12. DISPUTES

A. Applicants agree that, to the fullest extent permitted by law:

- (i) Any and all disputes, claims, and causes of action arising out of or connected with this Challenge, or any Pilots awarded, other than those concerning the administration of the Challenge or the determination of winners, shall be resolved individually, without resort to any form of class action;
- (ii) Any and all disputes, claims, and causes of action arising out of or connected with this Challenge or any Pilots awarded, shall be resolved exclusively by the United States District Court of New Jersey or the appropriate New Jersey State Court and Applicants consent to the exclusive jurisdiction and venue of such courts; and
- (iii) Under no circumstances will Applicants be entitled to, and Applicants hereby waive all rights to claim, any punitive, incidental, and consequential damages and any and all rights to have damages multiplied or otherwise increased.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

B. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Applicant’s and CHCS’ connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

## 13. CONTACT

If you have any questions or comment, or wish to send us any notice regarding this Challenge, please email us at [PilotChallenge@chcs.org](mailto:PilotChallenge@chcs.org).