**2017 Indiana Medicaid Data Challenge Rules, Terms, and Conditions**

The 2017 Indiana Medicaid Data Challenge (the “Challenge”) is a competition provided and administered by the Indiana Chapter of HIMSS (the “Administrator”). The goal of the Challenge is to encourage the creation of creative and innovative new visualizations and analysis of Indiana’s Medicaid data.

Organizations involved in the release of the data include the Indiana Office of Medicaid Policy and Planning, the Indiana Management Performance Hub, and KSM Consulting (“Challenge Entitities”). The Challenge will be hosted by the Regenstrief Institute (“Host Sponsor”).

By submitting a solution for the Challenge, a participant signifies his, her or its full and unconditional agreement to these Rules.

**WHO MAY PARTICIPATE**

The Challenge is open to individuals and teams of individuals (each, a “Participant”). Participation by a minor (as determined under the laws of the state of Indiana) requires the written consent of the minor’s parent or guardian. The minor must be accompanied by the minor’s parent or guardian throughout the duration of the event on October 21st, 2017.

Teams will be limited to no more than five (5) individuals. An individual may not join more than one team. If a team submits a solution, that team is responsible for deciding ownership interests, licensing rights, and prize distributions among its members. The Administrator and Challenge Entities will not become involved in any dispute with a team and its team members, and if a dispute cannot be resolved among team members, the solution will be disqualified.

The Administrator may refuse to consider a solution in their sole discretion.

Employees and officers of The Administrator and the Challenge Entities who have been involved in the planning and construction of the Challenge, or members of his / her immediate family or household, may not participate in the Challenge and are not eligible to win.

Affiliates and members of the Administrator, and members of such Participants’ immediate families and individuals living in the same household with such Participant may participate and are eligible to win.

Employees and agents of the Host Sponsor, and members of such employees’ immediate families and individuals living in the same household with such employees, may participate in the Challenge but are not eligible to win.

**HOW IT WORKS**

Participants will be eligible to submit a response (“Solution”) for one of two Challenges: A data visualization challenge and a data analysis challenge.

**Data visualization** – We are looking for the most creative use of this data to tell a story using data visuals. This could be built into an application, using Tableau, or in some other data visualization tool. We want to hear the story and see creative ways to visualize and interact with this information.

**Data analysis** – Are you up to the challenge to explore the potential from sharing Medicaid data? If so, we want to see you apply analysis and statistical modeling skills to develop new insights that have the potential to impact the health of Hoosiers or the administration of Medicaid. Evaluate multiple Medicaid datasets and even bring in third party data - Let your data science ideas flow!

Complete challenge descriptions, instructions, and other relevant information will be posted on the Administrator’s website. Data will be made available through the State of Indiana’s Management Performance Hub (“MPH”) Data Portal. Participants will receive access to the Data Portal on **October 16th** and are encouraged to explore the data and other datasets before the event.

Participants submitting a Solution must make an in-person presentation at the end of the event on October 21st, 2017 to qualify for judging. Developing a working demo is strongly encouraged.

By submitting a Solution, the Participant agrees to abide by all of these Rules of the Challenge and is subject to all the rules and limitations of the Challenge, even if the Participant later withdraws the Solution from the competition. Additionally, each Participant agrees that the Judges (“Judges”) have full discretion to eliminate or dock points should any Participant not adhere to the rules outlined in this document. By entering the Challenge, the Participant grants to the Administrator and Challenge Entities a royalty-free license to use the solution for the purpose of the Challenge.

To be eligible for consideration in the Challenge, a Solution must incorporate data sourced from the MPH Data Portal. A Solution shall not have been previously publicly available for sale or distribution via any commercial outlet or used for any other purpose in a commercial enterprise. The Solution must be the Participant’s original work created for the Challenge. The Participant submitting the Solution must own all intellectual property rights and trade secrets in the Solution and have the full authority to license the use and further development of the Solution and license the Solution to third parties without restriction or limitation.

Each Solution must, at a minimum, support English language use, and all written parts of entries must be in English. Solutions are expected to have been tested for basic functionality, accuracy of messaging, and integrity (i.e. security), and must be accessible to the Administrator and Judges for confirmation that the Solutions functions and operates as described.

**TIMELINE**

• October 16 – Pre-release of data (with format description) to confirmed participants

• October 21 – Event and winners announcement at Regenstrief Institute

• October 23 – Showcase and public announcement of winners at the 2017 Midwest Fall Technology Conference (MWFTC) at JW Marriott in Indianapolis, IN.

Participants must submit completed Solutions for judging and make an in-person presentation on October 21st. One winner per challenge will be announced at the conclusion of the event on October 21st. The winning teams will showcase the Solutions and will be recognized at the MWFTC 2017.

**PRIZES**

Judges will be selected by the Administrator and Challenge Entities and will be employees or others who have significant insight into health care and Medicaid data.

The Administrator and Challenge Entities may change or alter the judging criteria in their sole discretion without notice to Participants.

If the Participant is a team, the prize will be delivered to the team member listed as the project leader. The Administrator shall have no obligation to allocate the prize amongst team members. Cash prizes are anticipated to be:

1. Data Visualization Challenge - $1,000

2. Data Analysis Challenge - $1,000

The winning teams will also receive two (2) free registrations to the Midwest Fall Technology Conference (Oct. 22-24, JW Marriott, Indianapolis, IN).

NOTE: Taxes on all prizes are the sole responsibility of the Participant. Before being awarded any prize, the Participant will be required to provide the Administrator with sufficient documentation and information to fully and correctly report the winnings to the relevant tax authority. The prizes will not be derived from State or public funds. Prizes are expected to be provided via contributions of Challenge Entities.

**JUDGING CRITERIA**

**The Challenges will be scored against the following set of criteria:**Impact: Demonstrates potential for widespread public health impact**.**Innovation:Offers new and creative technology or process innovation solution.

Approach: Incorporates end-user input/feedback and brings cross-disciplinary expertise data, clinical medicine, and business implementation.

**INTELLECTUAL PROPERTY RIGHTS**

Acceptance of a Solution for the Challenge is not an acknowledgment or admission by either the Challenge Entities or Administrator of the novelty or originality of the Solution. By submitting a solution in this Challenge, the Participant warrants and represents that the Participant owns all of the trade secrets, proprietary information, intellectual and industrial property rights in and to the Solution, and the Solution does not contain any third-party copyrighted materials, and otherwise do not violate or infringe the rights, including, without limitation, patent, copyrights, trademark rights or rights of publicity/privacy, of any third party. The Participant will retain ownership rights in the Solution. However, as a condition of entry, the Participant grants the relevant Challenge Entities and Administrator a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to use, reproduce, publicly perform, publicly display and create derivative works from, any entry or Solution that Participant submits (1) for the purposes of testing and evaluating the Solution for purposes of the Challenge, and (2) to advertise, display, demonstrate, or otherwise promote the Solution and the Challenge.

**OTHER INFORMATION**

All federal, state and local laws and regulations apply. The Challenge Entities and Administrator reserve the right to disqualify any Participant from the Challenge if, in their sole discretion, they reasonably believe that the Participant has attempted to undermine the legitimate operation of the Challenge by cheating, deception, or other unfair practices.

Any false information provided within the context of the Challenge by any Participant, including, but not limited to, concerning identity, mailing address, telephone number, email address, age and consent of parent or guardian (if the Participant is a minor), ownership of rights to a Solution or any non-compliance with these Rules or the like may result in the immediate elimination of the Participant from the Challenge, in the Administrator’s sole discretion.

By accepting a prize, each Participant agrees and consents to the Challenge Entities’ use of Participant’s name and/or likeness to name the Participant in promotional and advertising material as a winner of the Challenge without additional compensation.

To the maximum extent permitted by law, each Participant indemnifies and agrees to hold harmless the Challenge Entities, the Administrator, the Host Sponsor, the Judges, and agents or representatives thereof, from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty or other provision set forth herein. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless the Challenge Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) arising out of or accruing from (a) a solution or other material uploaded or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Participant in connection with the Challenge; (c) any non-compliance by the Participant with these Rules; (d) claims brought by persons or entities arising from or related to the Participant’s involvement with the Challenge; (e) acceptance, possession, misuse or use of any prize or participation in any Challenge-related activity or participation in this Challenge; (f) any error in the collection, processing, or retention of entry information; or (g) any typographical or other error in the printing, offering or announcement of any prize or winners.

The Participant agrees as a condition of entering the Challenge that the Challenge Entities are under no duty or obligation to award prizes, treat solutions confidentially, protect any trade secrets, intellectual property, proprietary information or personal or corporate data of the Participant. That Participant agrees that the Administrator is under no obligation to return any data or information to the Participant and that there is no obligation to select a winner. The Administrator may suspend or terminate the competition at any time without notice to Participants.

The Participant acknowledges and agrees that all decisions of the Judges are final, binding and conclusive.

**DISPUTES**

Each Participant agrees that: (1) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this contest, but in no event attorneys’ fees; and (2) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. IN NO EVENT SHALL THE CHALLENGE ENTITIES BE LIABLE TO ANY PARTICIPANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO ANY PARTICIPANT IN THIS CHALLENGE.

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

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

(ii) Applicants entering the Challenge did not have access to the Medicaid Data before October 16, 2017, when Data became available to the public.

(iii) Applicants entering the Challenge did not have access to the Judging Rules before the Challenge on October 21, 2017.

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

(v) Applicants release, indemnify, defend, and hold harmless IN HIMSS, Host Sponsor, Event Sponsor, 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 (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 preceding, 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 Data Portal 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.

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Team Name

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Participant Signature

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