

# PANDEMIC RESPONSE INNOVATION CHALLENGE



**BlueCross BlueShield  
of Illinois**



A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,  
an Independent Licensee of the Blue Cross and Blue Shield Association

## **MATTER.health Pandemic Innovation Challenge Participation Agreement**

The matter.health Pandemic Innovation Challenge (the "Challenge") is sponsored by Health Care Service Corporation ("HCSC") dba Blue Cross Blue Shield of Illinois ("BCBSIL") and Anthem, Inc. ("Anthem") (collectively "Payors"), and implemented in partnership with Innovation Development Institute dba MATTER CHICAGO.

Phase One of the Challenge invites individuals and organizations from the global digital health startup community to participate by delivering an innovative solution ("Submission"), the goal of which is to aid the healthcare ecosystem during and after the COVID-19 pandemic, including informing how the Payors can play a proactive role in supporting their members during the current pandemic as well as future COVID-19 outbreaks.

In Phase Two of the Challenge, selected Phase One Submissions will be given the opportunity to pitch their solution to a panel of judges selected by the Payors and MATTER CHICAGO.

Two Challenge winners will be selected and given the opportunity to participate in a validation study with either HCSC or Anthem to further evaluate and/or develop their proposed solution, subject to, and conditioned upon, a separate validation study agreement entered into between the winners and HCSC or Anthem, as described in the Agreement below.

"Submission" means any and all materials, in electronic or other form, submitted for the purpose of participation in the Challenge, including, but not limited to:

- A required three (3) minute video pitch describing the solution;

- Responses to short answer questions presented during the submission process;
- The content of a 12 minute presentation required of those submissions chosen to pitch, and the responses to any questions the judges during the pitch presentation.

## AGREEMENT

By clicking "I agree" below, and in exchange for MATTER CHICAGO, Anthem and HCSC affording me the right to enter into the Challenge, I confirm that I have read and understand this Agreement in its entirety, and for myself, and on behalf of any person or entity participating with me in this submission for whom I am authorized to execute this agreement, I agree to the following:

1. This Agreement is solely between me (and any third party for whom I am authorized to enter into this Agreement), MATTER CHICAGO, Anthem, Inc. ("Anthem"), and Health Care Service Corporation ("HCSC").
2. My Submission is:
  - i. aligned with one of the following preferred use cases:

### **a. Member-Facing Validation**

The current COVID19 pandemic has shown how fragile the entire U.S. healthcare system is when under immense strain. How might we enable individuals to recognize their behavioral health needs, and help them identify and activate solutions that address those needs during and post-pandemic?

### **b. Data Sandbox Validation**

The current COVID19 pandemic has shown how fragile the entire U.S. healthcare system is when under immense strain. As payers, how might we leverage the data we have from the COVID19 pandemic and past pandemics to sustain and improve patient care and outcomes during a pandemic and in the future?

Note: On the challenge webpage, additional details provided pertaining to both of these challenge statements, including examples and the types of data available in the Data Sandbox.

- ii. able to be integrated via an Application Programming Interface (“API”) or Software Development Kit (“SDK”).
3. I am providing as part of my Submission proof of one or more live customer pilots (i.e., test studies) of my solution with tangible results (such as a platform applied in a use case different from those listed paragraph 1, and/or provide evidence that my solution will be proven feasible during the judging phase of the Challenge.
4. I operate with a minimum annually recurring revenue of \$250,000 or have a minimum of \$2,000,000 in equity capital.
5. My Submission is or can be made HIPAA compliant (HITRUST® certification is desirable but not required).
6. I am not an employee of Anthem or HCSC.
7. I am not working under any Work-for-Hire or other legal agreement that would prohibit me from working on, retaining or perfecting full ownership and right to transfer, including all intellectual property rights to, any concepts and/or technologies that may be developed by me under this Challenge.
8. I am not working with any health insurer regarding the subject of my Submission. I agree not to enter into any agreement or other arrangement with any health insurer regarding the subject of my submission from the time of my submission and until the validation study has reached its conclusion.
9. I am not participating in another challenge, competition or third-party study involving the subject of my Submission.
10. I have not previously entered into a pilot agreement or validation study with either HCSC or Anthem.
11. I recognize that the Challenge is a competition, and agree not to discuss the content of my Submission, or the content of other Submissions, with other Submitters or my affiliates, both before and after submitting my Submission to the Challenge, until at least the Challenge is concluded and one or more Submitters are selected.
12. Neither MATTER CHICAGO, Anthem nor HCSC is obligated to keep the subject and contents of my Submission confidential. I further explicitly grant

Anthem and HCSC a right to publicize the content of my Submission, and a license to use any trademarks of mine, including the right to publish the fact of the existence of my Submission, and use my trademarks in one or more press releases, promotional materials and/or in the content of one or more web pages.

13. Reservations of Rights in Blue Cross and Blue Shield Service Marks: Subject to their licensing agreement(s) with the Blue Cross and Blue Shield Association, a national trade association, Anthem and HCSC retain exclusive rights to use the commercial names and symbols "Blue Cross and Blue Shield," together with any distinctive names, trademarks or service marks (together the "Blue Marks"). I agree not to use the Payor Marks or any derivative of them in any manner for any purpose at any time without the express written consent of Payors in advance of their use.

14. MATTER CHICAGO HIPAA Waiver. HIPAA COMPLIANCE DISCLAIMER AND ACKNOWLEDGMENT: If I am working in the MATTER CHICAGO space, I have been informed by MATTER CHICAGO that MATTER CHICAGO'S office space and the services provided pursuant to the MATTER CHICAGO Membership Agreement are not compliant with the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof ("GLB"), Health Insurance Portability and Accountability Act of 1996 and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A and E, and 45 C.F.R. Part 160, Part 162 and Part 164, Subparts A and C (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH").

15. Anthem and HCSC shall not be responsible for the enforcement of any of my HIPAA and HITECH compliant procedures or violation thereof due to my participation in the Challenge.

16. Should I be selected to participate in Phase Two of the Competition, and in exchange for MATTER CHICAGO, Anthem and HCSC affording me the opportunity to participate in Phase Two, I further understand and agree:

a) Being selected as a Phase Two Participant is not a guarantee that either Anthem or HCSC will initiate or complete a validation study with me to further develop my proposed solution. Anthem and HCSC reserve the right to decline to further develop the winner's proposed solution, and/or decline to initiate or complete a validation study at their discretion.

b) Should I be selected as a winner of Phase Two of the Challenge and be given the opportunity to enter into an agreement with either HCSC or Anthem to initiate a validation study of my proposed solution, I will negotiate in good faith the terms of any such agreement, which shall include an agreement to work exclusively with HCSC or Anthem (as applicable) during the validation study, and for a reasonable time thereafter, in order to allow Anthem and HCSC to evaluate the results of the validation study and determine whether they may want to continue to work with me to further develop my proposed solution. Should Anthem and/or HCSC decline to commence or fully complete a validation study after I am selected as a winner of Phase Two of the Challenge, a prize of \$5000 USD will be issued as compensation.

c) HCSC may initiate a validation study with one winner for one track (referred to as the "Member-Facing Validation" track), while Anthem may initiate a separate validation study with another winner for another track (referred to as the "Data Sandbox Validation" track). Each validation study shall be limited in time and cost from the date a participant is selected as a winner, and upon the exhaustion of either, the respective validation study shall terminate regardless of the result thereof. Details of each validation study, including time and cost limitations and ownership rights to the winner's proposed solution after expiration of the validation study, shall be covered by the separate validation study agreement entered into between the winner and either HCSC or Anthem, depending on which company the winner is paired with. However, I acknowledge that there is no guarantee that successful completion of a validation study will result in a long-term partnership agreement with either HCSC and/or Anthem.

17. Governing Law; Dispute Resolution. The provisions of this Agreement shall be governed by the laws of the state of Illinois, USA, without reference to principles of conflicts of laws. I agree, to the extent permitted by law, that: (1) any and all disputes, claims and causes of action arising out of or connected with the Challenge and this Agreement shall be resolved individually via arbitration before a neutral arbiter, without resort to any form of class action; (2) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded to me (collectively, "Special Damages"); and (4) I hereby waive all rights to claim Special Damages and all rights to have such damages multiplied or increased.

18. This Agreement may not be assigned by me without the express written permission of MATTER CHICAGO, Anthem and HCSC together.

19. Waiver of a portion of this Agreement by me shall not be considered a waiver of any subsequent breach of this Agreement.

20. This Agreement contains the sole and entire agreement between and understanding of the Parties relating to the subject matter of this Agreement, and any representation, promise or condition, or any amendment not contained within this Agreement shall not be binding on any Party unless set forth in a subsequent written agreement signed by an authorized representative of the party to be bound thereby. I acknowledge that I have had the opportunity to have this Agreement reviewed by my legal counsel.

21. I agree that, in the event of a breach of a provision of this Agreement, MATTER CHICAGO's, Anthem's and HCSC's damages could not be easily calculated, would not be an adequate remedy and could be irreparable and not adequately compensated for at law. Consequently, I agree that in the event of a breach or threatened breach of this Agreement, MATTER CHICAGO, Anthem and HCSC shall each be entitled to enforce this Agreement by enjoining a breach or threatened breach.

22. Captions. The section numbers and captions used in this Agreement are for convenience only and shall not be used in interpreting in this Agreement.

23. I agree that, now and in the future, I will not make any disparaging or derogatory statements in relation to this Agreement, or about MATTER CHICAGO, Anthem or HCSC with respect to this Agreement or the Competition, to the public or to my co-workers/employees, nor engage in any conduct that would impugn, malign, denigrate, or otherwise harm the good will or public image of MATTER CHICAGO, Anthem or HCSC with respect to this Agreement.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Compliance with Laws. I agree to comply and do all things necessary to enable MATTER CHICAGO, Anthem and/or HCSC to comply with all applicable federal, state and local laws, regulation, ordinances, self-regulatory agency and accredited exchange rules including the regulations of the United States Government as they relate to this Agreement.

26. Force Majeure; Substantial Damage. In the event that any party to this Agreement is unable to perform its obligations hereunder or to enjoy any of

its benefits because of substantial damage or destruction to the venue or organization due to any cause; a natural disaster; pandemics or diseases, including measures of any governmental authority, such as those taken in response to a pandemic or disease; or action or decree of a governmental body with appropriate jurisdiction (hereinafter referred to as a "Force Majeure Event"), the party that has been so affected shall immediately give notice to the other party of such fact and shall do everything possible to resume its performance. If the party is unable to perform, the party that received such notice may terminate this Agreement by giving notice thereof to the party unable to perform because of such Force Majeure Event.

27. Enforcement Expenses. In the event of any dispute arising out of the subject matter of this Agreement that is resolved by litigation, the prevailing party shall recover, in addition to any other damages assessed, its reasonable expenses, including reasonable attorneys' fees and costs, incurred in litigating such dispute.