

From: Erica Brown <Erica.Brown@scdhhs.gov>  
To: Supra, Johnsupra@scdhhs.gov  
Barbara McFaddenBmcattorney@aol.com  
CC: Soura, ChristianChristianSoura@gov.sc.gov  
Vicki JohnsonJOHNVIC@scdhhs.gov  
Date: 9/11/2014 9:27:17 AM  
Subject: RE: Comments on Framework Document

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Thanks John! Barbara and I will discuss and get back to you with our thoughts on these points. In the meantime, I'd like to send the revised NDA to NSO & SF. Can you please confirm that you're OK with the language below or if you'd like to add anything else.

Thanks!

-Erica

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-----Original Message-----

From: John Supra  
Sent: Thursday, September 11, 2014 4:41 AM  
To: Barbara McFadden  
Cc: Erica Brown; Soura, Christian; Vicki Johnson  
Subject: Comments on Framework Document

Please find below a list of comments broken by material and minor edits. Let me know if you have any questions.

john

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#### Material Questions/Comments

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1. Related to a question by Christian - the intent is for DHHS to contract with the evaluation entity directly and to manage that contract. I think there are pros/cons to this and think we should discuss.

2. I think the Lender Agreements will (and need to) be between NSO SC and the Lenders. Any reasons for the HQ question there?

3. We discussed the liability limits yesterday and my sense is to be similar to our other service contracts as well. I'm not sure what those look like.

4. We don't mention HIPAA in this framework document and it may be okay as the other agreements would contain it, but want to consider do we mention the requirements of BAA on the parties and get some broad language just not on confidentiality but on hipaa, BAAs, data security, etc... here?

5. Recital about SC Medicaid - should we include the broader language that we often have in contracts that connects to our authority under the social security act, etc... Vicki may have updated this already.

#### Minor Edits

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1. Consistent use of the program name and its definition. We have Pay-for-Success, Pay for Success, program capitalized and not capitalized. Need it consistent throughout and probably easiest to define as just (the "Program") as well.

2. NSO recital - do we want to say anything about what the program is for?

3. Do we know the legal name of NSO and probably need it.

4. Spell out CMS first use and reminder might want CMS/CMCS in there.

5. Does the MCO definition want/need a comment that includes and any changes to the MCOs over the course of the contract

6. Use of lender vs. investor (we discussed briefly, I'm okay with either just wanted to know if there was a reason for the choice)

7. Extra space in NSO definition between 'SC shall mean the South' between the and South?

8. Miscellaneous 7.2, since we are changing, should we include an 'as amended' clause

9. Miscellaneous 7.5, waiver, the underline extends to the space

10. Miscellaneous 7.6, counterparts, do we require fax or can a scan/electronic substitute and can we be more general about how we get it?

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