

# **RFI – REQUEST FOR INFORMATION**

# **Home Health Services**

(October 1, 2015)

BlueCross BlueShield of Tennessee 1 Cameron Hill Circle Chattanooga, TN 37402



Table of Contents

1 RE	EQUEST FOR INFORMATION (RFI)	
1.1	RFI Purpose, Background and Intent3	
2 CC	DRPORATE OVERVIEW	
2.1	BlueCross BlueShield of Tennessee (BCBST)	
2.2	BlueCare Tennessee (BCT)	
2.3	BlueCare Plus HMO DNSP	
2.4	TennCare Select (TCS)4	
2.5	Medicare Advantage4	
2.6	Target Population4	
3 GE	ENERAL INFORMATION	
3.1	Proprietary or Confidential Information5	
3.2	Amendment/Addenda/Right to Cancel5	
3.3	Questions regarding submittal:5	
3.4	Industry Discussions5	
3.5	Point of Contact for BCBST and Deliverables will be submitted to:5	
3.6	RFI Planned Schedule5	
4 RF	FI QUESTIONS	
5 PF	RICING	
Attachment A – Confidentiality and Non-Disclosure Agreement (CNDA)		
Attachr	ment B – Questions and Response Form to RFI8	



## 1 REQUEST FOR INFORMATION (RFI)

#### **1.1** RFI Purpose, Background and Intent

BlueCross BlueShield of Tennessee releases this Request for Information (RFI) seeking provider input, suggestions and feedback to improve quality and efficiency of home health services across all lines of business. This RFI will empower providers with information that will demonstrate their capabilities to improve members' health outcomes, increase patient satisfaction, control expenditures, and propose creative, competitive solutions for value-added services leveraging home health.

Responses should include a summary of how the Provider would administer and deliver home health services to include hourly and intermittent skilled nursing, home health aides, occupational therapy, physical therapy, speech therapy, and medical social worker services statewide. Value-added services, such as disease management, ER and hospital admission reduction, behavioral health or home telemonitoring should be included. Providers will also be asked to submit cost models designed to include fee-for-service arrangements, prospective payment and/or episodic care.

This RFI is issued solely for information and planning purposes. It does not constitute a Request for Proposal (RFP) or a guarantee to issue an RFP in the future. This RFI does not commit BCBST to contract for any supply or service. Responders should be advised that BCBST will not pay for any information or administrative costs incurred in response to this RFI; all costs will be solely at the interested party's expense. Not responding to the RFI does not preclude participation in any possible, future RFP; if an RFP is issued, qualified candidates will be notified.

## 2 CORPORATE OVERVIEW

#### 2.1 BlueCross BlueShield of Tennessee (BCBST)

BlueCross BlueShield of Tennessee, Inc., headquartered in Chattanooga, Tennessee is committed to conducting business with ethics, integrity and in accordance with all federal, state and local laws and regulations. The compliance, risk and quality management program model enables the communication and oversight necessary for this commitment. Additional information concerning the organization, operation, goals and objectives of BCBST is available from our website, at http://www.bcbst.com.

#### 2.2 BlueCare Tennessee (BCT)

BCT, previously known as Volunteer State Health Plan (VSHP) is an independent licensee of the BlueCross BlueShield Association and a licensed HMO affiliate of its parent company BlueCross BlueShield of Tennessee, Inc. Founded in 1993, the Chattanooga-based company focuses on managing care and providing quality health care products, services, and information for the State of Tennessee's TennCareSM programs. BCT contracts with the State of Tennessee, through the Bureau of TennCare, to manage and deliver integrated physical health, behavioral health, and long term care services to over 550,000 members statewide using the BlueCare, TennCare Select and BlueCare Plus provider networks. A primary goal for BCT is helping TennCare members become healthier. Explore our Web site and learn more about us at http://bluecare.bcbst.com.

#### 2.3 BlueCare Plus HMO DNSP

BlueCare Plus is an Independent Licensee of the BlueCross BlueShield Association. BlueCare Plus is an HMO SNP plan with a Medicare contract and a contract with the Tennessee Medicaid Program. BlueCare Plus focuses on managing care and providing quality health care products, services, and information for government programs. We take great pride in serving the people of Tennessee statewide, both in our products and services and in our numerous outreach activities. BlueCare Plus is an HMO SNP plan that works with each member and a team of professionals to offer the most appropriate programs to meet physical, behavioral health and long-term care needs ranging from preventive initiatives to care coordination. The BlueCare Plus program is designed for people who have Medicare (Parts A and B) and Medicaid with unique special needs, the program operates as the individual's point of contact for both Medicare and Medicaid benefits and services. Part D prescription drug coverage is included in



the BlueCare Plus program with the addition of vision, hearing, dental and transportation benefits for our BlueCare Plus members.

#### 2.4 TennCare Select (TCS)

TennCare Select is the State's self-insured TennCare Health maintenance Organization that is available to select TennCare Enrollees effective July 1, 2001. It is administered by BCT and has the same benefits as all other MCO's. TennCare Enrollees cannot choose TennCareSelect, only the Bureau of TennCare can enroll members.

Some of the State's groups for TennCare Select include:

- Children receiving Social Security Insurance (SSI) benefits;
- Children who are in the custody of the state;
- Children who are in an institutional eligibility category;
- Enrollees with intellectual disabilities;
- and Enrollees who may be temporarily living out of state.

In some areas of the state, other TennCare MCOs cannot serve all Enrollees. TennCareSelect is the backup program in those areas.

#### 2.5 Medicare Advantage

Medicare Advantage Program - BCBST contracts with Medicare to provide a Medicare Advantage Plan offering four Medicare Advantage Local Preferred Provider Organization (LPPO) products.

#### BlueAdvantage (PPO)

BlueCross BlueShield of Tennessee offers four Medicare Advantage Preferred Provider Organization (PPO) products: BlueAdvantage Diamond, BlueAdvantage Ruby, BlueAdvantage Garnet and BlueAdvantage Sapphire. Currently, the four PPO products are available in all 95 counties.

#### BlueChoice (HMO)

BlueCross BlueShield of Tennessee offers two Medicare Advantage Health Maintenance Organization (HMO) products: BlueChoice and BlueChoice Plus. Currently, the two HMO products are available in 65 counties: Anderson, Bedford, Benton, Bledsoe, Blount, Bradley, Campbell, Cannon, Cheatham, Chester, Claiborne, Cocke, Coffee, Cumberland, Davidson, DeKalb, Fayette, Franklin, Gibson, Giles, Grainger, Greene, Grundy, Hamblen, Hamilton, Hancock, Hardeman, Hawkins, Henry, Hickman, Jackson, Jefferson, Knox, Lawrence, Lewis, Lincoln, Loudon, Madison, Marion, Marshall, Maury, Meigs, Monroe, Montgomery, Morgan, Overton, Perry, Polk, Rhea, Roane, Robertson, Rutherford, Sequatchie, Sevier, Shelby, Smith, Sullivan Sumner, Trousdale, Union, Warren, Wayne, White, Williamson and Wilson.

#### 2.6 Target Population

The Provider must be able to provide and manage Home Health services to all BCBST members in the geographies for which they are licensed in the State of Tennessee and its contiguous counties. BCBST reserves the right to carve out certain geographical areas from this RFI. BCBST currently serves approximately the following number of members:

Region Name	Region Location	Total Membership as of 6/30/2015
BCT East	East Grand Region	187,724
BCT West	West Grand Region	146,709
BCT Middle	Middle Grand Region	141,049
TennCareSelect	Statewide	49,047
DSNP	Statewide	4,257
Medicare Advantage	Statewide	91,250



BCBST Statewide 2,081,818	
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#### 3 **GENERAL INFORMATION**

#### **3.1** Proprietary or Confidential Information

Any information contained in the RFI responses is proprietary or confidential must be clearly designated. Be advised that all submissions become the Property of BCBST and will not be returned. BCBST will maintain the confidentiality of Provider's Information marked "Confidential" of "Proprietary" in accordance with applicable laws.

Interested Providers are required to read, sign, and return the included Confidentiality and Non-Disclosure Agreement (CNDA) **Attachment A** with intent to respond on or before October 9, 2015.

#### 3.2 Amendment/Addenda/Right to Cancel

BCBST reserves the right to alter and/or cancel the RFI timeline or other portions of this RFI at any time.

#### **3.3** Questions regarding submittal:

Interested parties who need additional information or have questions about this RFI may submit "RFI QUESTIONS" electronically to <u>Deborah\_Wooten@bcbst.com</u> on or before 5 PM (EST) October 16, 2015 using Attachment B. All questions will be compiled into a collective list with BCBST responses send out to all respondents by October 21, 2015.

All final RFI responses must be submitted at a minimum in Microsoft Office 2007 compatible software version. Responses are due by *October 30. 2015.* 

#### **3.4** Industry Discussions

At our discretion, BCBST may or may not choose to contact responders. In the event we choose to contact responders, such contact and discussions are only intended to gain additional clarification of the Provider's potential capability to meet the service requirements.

#### **3.5** Point of Contact for BCBST and Deliverables will be submitted to:

<u>Deborah\_Wooten@bcbst.com</u>. Clearly indicate "RFI Home Health Services" in the Subject line of all emails.

#### 3.6 **RFI Planned Schedule**

Action	Date	Time (ET)
RFI Issued to Providers	October 1, 2015	9:00 AM
Return of Intent to Respond and CNDA	October 9, 2015	5:00 PM
Receipt of Questions	October 16, 2015	5:00 PM
BCBST Response to Questions	October 21, 2015	5:00 PM
RFI Response Due	October 30, 2015	5:00 PM



## 4 RFI QUESTIONS

4.1 Contact Information:

Organization Name:	NPI Number:
President & CEO:	Complete Mailing Address:
Phone Number:	
Website Address:	
Contact Person's Name and Title:	Contact's Email Address:
Contact's Phone Number:	

#### **Organization/Services**

- 4.2 Provide a brief history on your organization including headquarters, divisions and operations. Include how long your organization has been in operation and whether it is owned by a parent company, or whether it owns other companies as a parent organization.
- 4.3 Submit a description of your geographic coverage areas.
- 4.4 Does your organization have the capability to deliver private duty, intermittent and hourly skilled nursing care, OT, PT, ST, MSW and Aide services. Does your organization provide specialty services? Please describe.
- 4.5 Does your organization hold an unrestricted CON and Home Health license in Tennessee? For which TN counties? Submit copies of these documents. Are there any plans to expand this territory?
- 4.6 Describe Medicare certifications currently held.
- 4.7 Provide a copy of all Medicare and Medicaid certifications.
- 4.8 What is your organization's current Quality of Patient Care Star rating?
- 4.9 What is your organization's current Patient Survey Star rating?
- 4.10 Provide an overview of any quality improvement programs.
- 4.11 Provide an overview any disease management programs.
- 4.12 Provide an overview of any behavioral health services.
- 4.13 Provide a copy of all accreditations (i.e. JCAHO, ACHC).
- 4.14 What differentiates you from your competitors?
- 4.15 For each of your locations, list services provided. Indicate service availability in Tennessee and its contiguous counties (if partial counties, please note). Where only limited services are offered, please indicate and explain. Where additional services are provided, please details.



- 4.16 Do you provide services on a 24-hour basis? In what manner? Please describe processes of receiving request for services (from patient, from physician, from emergency department), dispatching care, and following up with regular provider (if applicable). Please provide your average response time.
- 4.17 How many patients do you service a day (from all payers)? Describe your capacity to accept additional patients, without restricting quality or access to services. Describe experience dealing with large fluctuations in service demand.
- 4.18 Describe, in detail value-added services/programs your organization has successfully implemented (i.e. telemonitoring, readmission reduction). Describe the focus of the value-added services/programs, the method of implementation, and document program results. Tell us about any lessons learned with these value-added services/programs.
- 4.19 Which value-added services/programs does your organization recommend for each BCBST line if business as part of your RFI response? Why?
- 4.20 Please describe your ability to provide coverage for potential missed visits?

#### **Staff Selection and Training**

- 4.21 Describe Provider's screening process for recruiting employees and monitoring existing employees. Describe sanctioned background check processes.
- 4.22 Does Provider provide training for its staff? Describe training content and curriculum,

#### Payment/Administrative

- 4.23 Describe your organization's electronic billing capabilities and willingness to use electronic funds transfer (EFT).
- 4.24 Describe the payment models you believe have been most successful in the delivery of Home Health Services (i.e. FFS, PPS, LUPA, PMPM, P4P).
- 4.25 Describe medical management models you believe have been most successful in the delivery of Home Health services (i.e. prospective vs retrospective review).
- 4.26 What cost saving initiatives have you previously implemented?
- 4.27 Does your organization have access to Health Information Technology (HIT) such as electronic medical records (EMRs)?
- 4.28 Describe your process for critical incident reporting.

### 5 PRICING

- 5.1 Submit pricing proposal for BCBST Commercial Networks E, P & S (please submit in excel format as a separate document from the RFI).
- 5.2 Submit pricing proposal for Medicare Advantage LPPO & HMO (please submit in excel format as a separate document from the RFI).
- 5.3 Submit pricing proposal for BlueCare Tennessee, TennCare & BlueCare Plus (please submit in excel format as a separate document from the RFI).



## **RFI Attachments**

Attachment A – Confidentiality and Non-Disclosure Agreement (CNDA) See separate document for review and signature.

## Attachment B – Questions and Response Form to RFI

Complete and return as a word document.



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between <u>BlueCross BlueShield of Tennessee</u>, Inc.., for itself and on behalf of its Affiliates and Representatives, (Collectively "BCBST"), and \_\_\_\_\_\_, for itself and on behalf of its Affiliates and Representatives, (Collectively " \_\_\_\_\_\_"), and shall be effective on and after the date of the last signature executed below (its "Effective Date").

#### Recitals.

BCBST and \_\_\_\_\_\_may be collectively referred to as the "Parties" or individually referred to as a "Party", "Disclosing Party", "Receiving Party", or "Recipient" and have requested that each Party furnish the other with certain information which is considered confidential and proprietary. Each Party may also obtain additional information regarding the other during the course of discussions between the Parties that prompted the original request for information (the "Parties' Discussions"). The purpose of this Agreement is to set forth the terms and conditions under which such information will be disclosed concerning the Home Health Agencies ("Subject Program"). As an inducement to each Party furnishing the other with the information, and as a condition to each Party furnishing such information to the other, each Party agrees that it will, and will cause each of its Representatives (as defined herein) to comply with the provisions hereof.

- 1. For purposes of this Agreement, the term "Affiliates" is that which is defined in Subpart 2.1 of the FAR.
- 2. "Confidential Information" shall mean all oral and written information in any form or medium, concerning the subject matter of the Parties' Discussions, and shall include, but is not limited to, technical, business or financial information, and that is: 1) is marked with the legend "CONFIDENTIAL INFORMATION" or an equivalent conspicuous legend, otherwise identified as, legally entitled to protection as, or is of the type or nature that a reasonable person would understand it to be confidential, proprietary, privileged or trade secret information; or (2) if it disclosed orally or visually, and is identified as Confidential at the time of disclosure and is subsequently reduced to writing specifically identifying the items of a Confidential nature and is furnished to the Recipient within fifteen (15) days of disclosure; or (3) is disclosed by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Receiving Party") related to the Parties' Discussions. Confidential information includes information by the Disclosing Party, as well as all copies. If Confidential Information includes "Protected Health Information" as that term is defined in 45 C.F.R. Section 160.103 of the federal privacy regulations, and would be subject to the protections pursuant to the Health Insurance Portability and Accountability Act of 1996 "HIPAA"), then each Party shall comply, not only with this Agreement with respect to such Protected Health Information that is part of Confidential Information, but also with the HIPAA regulations at 45 C.F.R. Parts 160 and 164 pertaining to the privacy and security of Protected Health Information to the extent that such HIPAA regulations are applicable to such Party, including the execution of appropriate and mutually agreeable Business Associate Agreements pursuant to such regulations.

The term "Confidential Information" does not include information that: (1) is based on documents in the Receiving Party's possession prior to disclosure of information and was not acquired directly or indirectly from the Disclosing Party; or (2) was in the public domain at the time of disclosure, or subsequently became part of the public domain through no fault



of Receiving Party; or (3) was legally received on a non-confidential basis from a third party, who is not known to be bound by a confidentiality agreement preventing the disclosure of such information; or (4) was independently developed by the Receiving Party without reliance on or knowledge of the Disclosing Party's Confidential Information.

- 3. "Representatives" means a Party's officers, directors, members, employees, or consultants, who receive Confidential Information and/or participate in the Parties' Discussions pursuant to this Agreement.
- 4. The Receiving Party agrees that it will, and will cause its Representatives to, maintain in confidence all Confidential Information. In this regard, the Receiving Party agrees to disclose Confidential Information only to Representatives who need to know such information for the purpose of the Parties' Discussions and shall take all necessary and reasonable precautions to prevent such Confidential Information from being disclosed or provided to any unauthorized person. The Receiving Party agrees that it will not, and will cause its Representatives not to, use Confidential Information for any purpose other than the purpose of the Parties' Discussions without first obtaining the Disclosing Party's express written consent. Receiving Party shall be responsible for any improper disclosure or use of Confidential Information by any of its Representatives. The term "person" as used in this Agreement will be interpreted broadly to include, without limitation, any corporation, company, partnership, limited liability company, natural person or government entity.
- 5. In the event the Receiving Party or any of its Representatives is requested or becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then the Party so requested or compelled shall provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, the Party so requested or compelled agrees to furnish only that portion of the Confidential Information that it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information.
- 6. Upon written notice from the Disclosing Party, the Receiving Party agrees to immediately return or destroy all Confidential Information and any copies in whatever medium utilized containing any such Confidential Information. In addition, the Receiving Party agrees to destroy all copies of any analyses, compilations and studies or other documents including notes and other writings that it prepared containing or reflecting any Confidential Information., Each Party, however, shall be entitled to retain copies of any computer records and files which have been created pursuant to its automatic electronic archiving and back up procedures.
- 7. Except as may be necessary, in the opinion of counsel, to comply with the requirements of law, governmental regulation or any securities exchange on which any securities of either Party hereto may be listed, without the prior written consent of the Disclosing Party, the Receiving Party will not, and will direct its Representatives not to, disclose to any person either the fact that the Parties Discussions or that the Disclosing Party or the



Receiving Party has requested or received any information, including Confidential Information, from the other Party, or any terms, conditions or other facts with respect to the Parties Discussions, including the status thereof.

- 8. The parties agree that remedies at law for any actual or threatened breach by Receiving Party of the provisions of this Agreement would not be sufficient remedy. Accordingly, the Receiving Party acknowledges and agrees in advance that in the event of any actual or threatened breach of the provisions of this Agreement by it, and without prejudice to any rights and remedies otherwise available to the Disclosing Party, the Disclosing Party may be entitled (a) to equitable relief, including by way of injunction and/or (b) to compel specific performance without the need of proof of actual damages.
- 9. Nothing in this Agreement shall be construed as establishing any joint venture or other business relationship or as granting any license or right under any patent rights or as representing any commitment by either Party to enter into any license or other agreement by implication or otherwise.
- 10. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of each state and jurisdiction in which such enforcement is sought, but that the unenforceability (or the modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable or impair the remainder of this Agreement which shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provisions. The Parties further agree to alter the balance of this Agreement in order to render the same valid and enforceable.
- 11. This Agreement constitutes the full understanding of the Parties and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, that may exist between the Parties with respect thereto. Except as otherwise specifically provided in this Agreement, no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless hereafter made in writing and signed by both Parties to be bound, and no modification shall be effected by the acknowledgment or acceptance of documents or forms containing terms or conditions at variance with or in addition to those set forth in this Agreement.
- 12. The restrictions expressed in this Agreement are in no way to supersede or eliminate any rights which the Parties otherwise may have pursuant to state or federal law pertaining to trade secrets or proprietary information.
- 13. It is further understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 14. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee





15. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, executors and administrators of the Parties hereto.

This Agreement may be executed by facsimile transmission and in two or more counterparts, each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument. Any signatures delivered by a Party by facsimile transmission or by e-mail transmission, including in Adobe portable document format, shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be bound on and after its last signature date below, referred to as the "Effective Date".

BlueCross BlueShield of Tennessee, Inc.	[Company Name]	
By: Steve Henderson	Ву:	
Title: Chief Procurement Officer	Title:	
Signature:	Signature:	
Address: 1 Cameron Hill Circle, Chattanooga, TN 37402		
	.Address:	
Date:	Date:	



## **Questions in Response to Home Health Agencies RFI --(date)**

No.	Question	Response
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		



Attachment B