

PATRICIA A. PESHKA

PURCHASING AGENT



SCOTT AVEDISIAN

MAYOR

CITY OF WARWICK

**PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL (401)738-2000 EXT. 6240
FAX (401) 737-2364**

The following notice is to appear on the City of Warwick's website Tuesday, March 15, 2016. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid #2017-4 Dental Self-Insured Administrator

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, March 15, 2016.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:00 AM on Wednesday, April 6, 2016. Proposals will be opened publicly commencing 10:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, extension 6241 at least 48 hours in advance of the bid opening date.

Patricia A. Peshka
Purchasing Agent

PLEASE SUBMIT THIS PAGE WITH YOUR BID

Acknowledgement of Addendum (if applicable)

<u>Addendum Number</u>	<u>Signature of Bidder</u>
_____	_____
_____	_____
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

E-MAIL ADDRESS: _____ *

*Please include your email address. Future bids will be emailed, unless otherwise noted by you.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____
RFP #2017-4 Purchasing Agent

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid #2017-4 Dental Self-Insured Administrator

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The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of noncompliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original, five (5) copies and one (1) electronic version, preferably in PDF format. The exterior of the envelope shall be plainly marked to include: *YOUR COMPANY NAME* and "Bid #2017-4 Dental Self-Insured Administrator." Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

Should you have any questions, please contact Jane Jordan, Personnel Director, 3275 Post Rd., Warwick, RI at 401-738-2000, extensions 6246.

All proposals should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the proposal will deviate from specifications.

The IRS Form W-9 attached should be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.

Prices to be held firm beginning on July 1, 2016. The City of Warwick reserves the right to award this contract as a one (1) year, two (2) year or three (3) year contract, as deemed most favorable to the interest of the City. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

In accordance with the City of Warwick Resolution #R-11-7, this proposal requires that vendors automatically extend the contract for two (2) months after the contract expires at the price contained in the expiring contract.

When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a Certificate of Good Standing dated no more than thirty (30) days prior to the date upon which the bid award was made.

The successful bidder will provide said Certificate of Good Standing within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

The certificate may be mailed to the City of Warwick Purchasing Division or emailed to bids@warwickri.com.

Failure to provide the Certificate of Good Standing within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

The contractor shall keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting proposals, prospective bidders shall examine the terms, covenants and conditions of all codes, permits and laws, which may apply. By submitting a proposal, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.

The contractor must carry sufficient liability insurance and agree to indemnify the City against all claims of any nature, which might arise as a result of his operations or conduct of work.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The successful bidder must comply with all Rhode Island Laws and all other applicable local, state and federal laws.

On behalf of the City, the Purchasing Agent reserves the right to reject any and all proposals, to waive any minor deviations or informalities in the proposals received, and to accept the proposal deemed most favorable to the interest of the City.

The City, reserve the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interest of the City. If the City terminates in the interest of the City after an order for materials or services have been placed, the bidder shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents proposal or response, and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the proposal specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity.

It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to proposal specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

Dental Insurance 2016-2019

The City of Warwick is seeking bids from qualified dental insurance administrators for the fiscal year beginning July 1, 2016. The City's dental insurance program is self-insured.

Scope: It is the intent of this specification for the City of Warwick, R.I. to obtain an administrator of its self-insured dental program for Municipal employees and certain retirees under the age of 65.

Effective Date: July 1, 2016 at 12:01 a.m. standard time at the address of the Employer.

Duration: Bidders may submit proposals for one, two or three years. The City reserves the right to award the bid for one, two or three years.

Termination Date: June 30, 2019.

Basis For Selection:

The contract will be awarded to the qualified, responsible firm best satisfying the overall requirements of this request for proposal and to be most advantageous to the City of Warwick taking into account the evaluation factors as follows:

1. Demonstrated experience and capabilities of the firm - 5%.
2. Administration, including the firm's organizational makeup, claims administration and ease of transition, - 5%.
3. Overall cost of the proposal - 60%.
4. Adherence to bid specifications - 20%.
5. References. Bidders must supply references from three local businesses or municipalities for each type of insurance plan (preferred provider and indemnity). -
Note: the City is not limited to checking only the references provided by the bidders - 10%.

Alternate Bids:

The City may consider alternative proposals from bidders as to duration of the contract, but alternative proposals must still meet the plan specifications attached hereto. Specifically, the City may be interested in a contract with an open ended duration. Such an arrangement would allow for annual renewal upon agreement of both the City and the vendor. Under such an arrangement the City reserves the right to have independent actuaries examine the books and records of the vendor, on a nondisclosure basis, to ascertain if the proposed rates for renewal are appropriate and/or warranted. Also, modifications and/or enhancements are optional and may be submitted by bidders and may be considered by the City if they are in the best interest of the City.

Further Information:

Vendors seeking further information may contact Jane Jordan in the City's Personnel Department at 738-2000, extension 6246.

Consideration of Bids:

If one provider offers two or more of the health insurance components for which the City is seeking bids (i.e. health, dental and Medicare Supplemental insurance), and one bid is contingent upon being awarded another of the components, the City may consider the total cost of the components as a basis for awarding the bid.

Number of Contracts

Group Name	Group Number	Individual	Family
Municipal Active	735 M735	97	268
Municipal Retirees	101214 8958 M8958	8	14
Fire - Active	900 M900	45	165
Fire - Retirees	904 M904	15	85
Fire- Retirees Out-of-state	1C14 M1C14	2	2
Police - Active	1995 M1995	33	133
Police Retirees Out-of State	2H15	0	0
Police Retirees - Level IV	3A11 M3A11	25	104
Police Retirees - Level II	7267 M7267	10	6
COBRA Dental	4B03, 8958, 8959	4	0
Total		239	777

Note: Fire Retirees are allowed to purchase dental insurance through payroll deductions from their pension checks. Police Retirees are entitled to Level II coverage paid for by the City and may "buy up" to Level IV on their own.

Following are the City's Dental Groups broken down by Benefits

Dental Insurance Minimum Benefits

Group

735 Municipal
1995 Police Actives
8958* COBRA
8959 COBRA
3A11 Police Retirees - Level IV
4B03** COBRA

Benefits

\$2,000 Calendar Year maximum for BG1, BG2, BG3 and BG5 - Student Coverage to age 26

- BG1 @ 100%
Exception: Periodic Oral Exams, Bitewing X-Rays, & Fluoride Treatments - 2/CY, Initial Oral Exams & Full Mouth X-Rays - paid once every 2 years
- BG2 @ 100%
Exception: Periodontics are also covered at 100%, Oral Surgery Rider covered at 100%
- BG3 (Prosthodontia) @ 50%
- BG4 (Orthodontia) @ 50%, \$1,200 lifetime maximum, \$2,000 CY maximum (diagnostic)
- BG5 (Sealants) @ 100%

* Group 8958 does not have Sealant Coverage

**Group 4B03 does not have Ortho, Sealant or Student Coverage

Group

900 Fire - Active
904 Fire Retirees
1C14 Fire Retirees - Out-of-State

Benefits

\$2,000 Calendar Year maximum for BG1, BG2, BG3 and BG5 - Student Coverage to age 25

- BG1 @ 100% - No Benefit Exceptions
 - BG2 @ 100% - Periodontics covered at 50%
Exception: Periodontics inside maximum \$1,200; Oral Surgery Rider covered at 100%
 - BG3 (Prosthodontia) @ 50%
 - BG4 (Orthodontia) @ 50%, \$1,200 lifetime maximum, \$2,000 CY maximum (diagnostic)
 - BG5 (Sealants) @ 100%
-

Group

2H15 Police Retirees - Out-of-State
7267 Police Retirees

Benefits

\$1,200 Calendar Year Maximum BG1 and BG2 - Student Coverage to age 25

- BG1 @ 100%
Exception: Periodic Oral Exams, Bitewing X-Rays, & Fluoride Treatments - 2/CY, Initial Oral Exams & Full Mouth X-Rays - paid once every 2 years
 - BG2 @ 100%, Periodontics covered at 50%
Exception: Periodontics inside maximum \$1,200; Oral Surgery Rider covered @ 100%
-

Claims Experience

To obtain claims information, please contact Jane Jordan, Personnel Director, at 401-738-2000, extension 6246.

Number of Providers

Bidders must have substantially the same number and type of local participating dental providers, or more, as are currently provided by the City of Warwick. Presently there are 1,012 participating providers under the City's plan.

CITY OF WARWICK
BID AND CONTRACT FORM

Bid #2017-4 Dental Self-Insured Administrator

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

	Year 1	Year 2	Year 3
Projected Mature Claims Payments			
Retention			
Administrative/Other Expenses			
Total Retention			
Total Cost			

Understanding Your Benefits

Standard Provisions

\$1,200 calendar-year maximum per member

\$0 per individual plan/\$0 per family plan deductible

Dependents covered until age 26

Out-of-Network Coverage

When you visit out-of-network dentists you are still covered. Payment to the provider will be based on your plan's reimbursement allowance, less any applicable coinsurance and/or deductible. Please refer to the Blue Cross Dental Subscriber Agreement for specific details.

Service	What You Pay	Description
Diagnostic and preventive		
Oral Exams	0%	Two routine or emergency oral examinations performed by a general dentist per calendar year. One comprehensive oral exam every two years. <i>← New</i>
Cleanings	0%	Two cleanings per calendar year.
Fluoride Treatment	0%	Two fluoride treatment for members under age 19, per calendar year.
X-rays	0%	Bitewing X-rays – Two sets per calendar year. Full Series or Panoramic X-rays – One set per 24 months. Individual X-rays – As needed.
Sealants	N/C	One sealant treatment per permanent molar for members under age 13, every three years.
Space Maintainers	0%	For primary (baby) teeth lost prematurely, for members under age 14.
Basic Dental		
Palliative Treatment	0%	Minor treatment to relieve sudden, intense pain.
Fillings	0%	Amalgam (silver fillings) – all teeth; composite (white fillings) on front teeth only. Limited to replacement 12 months after original filling is placed. For composite fillings on posterior (back) teeth, the plan pays the amalgam benefit allowance only, and the member is responsible for the difference in payment up to the dentist's charge. Other restorative services include recementing of crowns or onlays.
Simple Extractions	0%	Removal of an erupted tooth not requiring surgery.
Denture Repairs	0%	Repairs and adjustments are covered six months after delivery. Rebasing and relining covered once every 60 months.

Beyond Benefits

When you sign in to your member page on BCBSRI.com, you have useful plan and wellness information at your fingertips.

Manage your plan:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible.
- Use our online Find a Doctor tool to find a qualified dentist of your choice.

Service	What You Pay	Description
Major Dental		
Crowns and Onlays*	0%	Single tooth crowns or onlays for permanent, natural teeth – not part of a fixed bridge. Replacement limited to once every 60 months. Other major restorative services include build-ups, post and cores.
Root Canal Therapy (Anterior Teeth)	0%	Root canal services for all permanent anterior (front) teeth.
Root Canal Therapy (Posterior Teeth)	0%	Root canal services for all permanent posterior (back) teeth, including bicuspids and molars. Final restoration is excluded.
Oral Surgery*	0%	Surgical extractions and other eligible oral surgery procedures, including general anesthesia for covered surgical services.
Biopsies	0%	Biopsy of hard or soft oral tissues not covered under a medical plan.
Periodontics		
Non-surgical Periodontics*	0%	Non-surgical treatment of periodontal disease, including root planing and scaling, periodontal maintenance.
Surgical Periodontics*	0%	Surgical treatment of periodontal disease, including tissue grafts, osseous surgery, and crown lengthening.
Prosthetics		
Bridges and Dentures*	N/C	Fixed bridges, partial and complete dentures; replacement limited to once every 60 months.
Single Tooth Implant*	N/C	Covered in lieu of a three-unit bridge; replacement limited to once every 60 months.
Orthodontics		
Braces*	N/C	Braces and related orthodontic services for members under age 19. Limited to the orthodontic lifetime maximum.
Lifetime Maximum	N/C	Orthodontic services lifetime maximum per member.

*Predetermination is recommended.

Note: N/C = Not Covered



www.bcbsri.com

500 Exchange Street • Providence, RI 02903-2699

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

This is a summary of your dental benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your dentist.

City of Warwick Fire (Active & Retirees)

(0009, 0012, 0025, 0027, 0028)



Understanding Your Benefits

Standard Provisions

\$2,000 calendar-year maximum per member

\$0 per individual plan/\$0 per family plan deductible

Dependents covered until age 26

Out-of-Network Coverage

When you visit out-of-network dentists you are still covered. Payment to the provider will be based on your plan's reimbursement allowance, less any applicable coinsurance and/or deductible. Please refer to the Blue Cross Dental Subscriber Agreement for specific details.

Service	What You Pay	Description
Diagnostic and preventive		
Oral Exams	0%	One routine or one emergency oral examination performed by a general dentist per calendar year.
Cleanings	0%	Two cleanings per calendar year.
Fluoride Treatment	0%	Two fluoride treatment for members under age 19, per calendar year.
X-rays	0%	Bitewing X-rays – One set per calendar year. Full Series or Panoramic X-rays – One set per 36 months. Individual X-rays – As needed.
Sealants	0%	One sealant treatment per permanent molar for members under age 13, every three years.
Space Maintainers	0%	For primary (baby) teeth lost prematurely, for members under age 14.
Basic Dental		
Palliative Treatment	0%	Minor treatment to relieve sudden, intense pain.
Fillings	0%	Amalgam (silver fillings) – all teeth; composite (white fillings) on front teeth only. Limited to replacement 12 months after original filling is placed. For composite fillings on posterior (back) teeth, the plan pays the amalgam benefit allowance only, and the member is responsible for the difference in payment up to the dentist's charge. Other restorative services include recementing of crowns or onlays.
Simple Extractions	0%	Removal of an erupted tooth not requiring surgery.
Denture Repairs	0%	Repairs and adjustments are covered six months after delivery. Rebasing and relining covered once every 60 months.

continued

Beyond Benefits

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- Use our online Find a Doctor tool to find a qualified dentist of your choice.

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Major Dental		
Crowns and Onlays*	0%	Single tooth crowns or onlays for permanent, natural teeth – not part of a fixed bridge. Replacement limited to once every 60 months. Other major restorative services include build-ups, post and cores.
Root Canal Therapy (Anterior Teeth)	0%	Root canal services for all permanent anterior (front) teeth.
Root Canal Therapy (Posterior Teeth)	0%	Root canal services for all permanent posterior (back) teeth, including bicuspids and molars. Final restoration is excluded.
Oral Surgery*	0%	Surgical extractions and other eligible oral surgery procedures, including general anesthesia for covered surgical services.
Biopsies	0%	Biopsy of hard or soft oral tissues not covered under a medical plan.
Periodontics		
Non-surgical Periodontics*	50%	Non-surgical treatment of periodontal disease, including root planing and scaling, periodontal maintenance. (Limit of \$1,200 per year) ← NEW
Surgical Periodontics*	50%	Surgical treatment of periodontal disease, including tissue grafts, osseous surgery, and crown lengthening. (Limit of \$1,200 per year) ← NEW
Prosthodontics		
Bridges and Dentures*	50%	Fixed bridges, partial and complete dentures; replacement limited to once every 60 months.
Single Tooth Implant*	N/C	Covered in lieu of a three-unit bridge; replacement limited to once every 60 months.
Orthodontics		
Braces*	50%	Braces and related orthodontic services for members under age 19. Limited to the orthodontic lifetime maximum.
Lifetime Maximum	\$1,200	Orthodontic services lifetime maximum per member.

*Predetermination is recommended.

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500 Exchange Street • Providence, RI 02903-2699
Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

(Reversed Names)

City of Warwick Municipal + Police
(Active & Retirees) (0002,0003, 0004,0005,0006,0008,0013,0016,0023,0024)

**Blue Cross
Dental**

Understanding Your Benefits

Standard Provisions

\$2,000 calendar-year maximum per member
\$0 per individual plan/\$0 per family plan deductible
Dependents covered until age 26

Out-of-Network Coverage

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Sealants	0%	One sealant treatment per permanent molar for members under age 13, every three years.
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Note: N/C = Not Covered

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www.bcbsri.com

500 Exchange Street • Providence, RI 02903-2699
Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.