



February 21, 2024

Mr. John Greenbaum
RSC Insurance Brokerage, Inc.
160 Federal St Fl 4
Boston, MA 02110-1700

Dear Mr. Greenbaum,

Thank you for your continued support of Delta Dental. We value our relationship with you and your clients, and we appreciate your business. Please find enclosed a copy of the contract effective February 1, 2024 between Delta Dental and Megalodon Midco LLC, Client Number 2290-1000, 1099.

Please review this contract with your client and return the signed contract to Delta Dental at your earliest convenience. If you have any questions or concerns, please contact me at (216) 706-1214. The signed contract may be sent to my attention at:

Delta Dental
Attn: Sarah Y Rossen
Fifth Third Center, Suite 2600
600 Superior Ave. East
Cleveland, OH 44114

If we are not in receipt of the signed contract by the effective date, we will consider remittance of payment as acceptance of the contract, and we will begin administering the client's dental benefits accordingly. By permitting us to do so, your client accepts the terms of this contract in full and agrees that this contract is binding, even if you do not return a signed copy of the contract to us.

Again, thank you for your business. We look forward to providing your client with the best dental benefits programs and services available.

Sincerely,

Sarah Y Rossen
Senior Account Manager

CC: Ms. Peggy Willis



P.O. Box 30416
Lansing, MI 48909-7916

Ms. Peggy Willis
Sr. Manager Benefits & Compensation
Megalodon Midco LLC
880 Steel Dr
Valley City, OH 44280-9736



**Delta Dental Contract
For
Megalodon Midco LLC d/b/a Dura and Shiloh Companies**

This revised Service Contract ("Contract") is entered into by and between Megalodon Midco LLC d/b/a Dura and Shiloh Companies (the "Contractor") and Delta Dental Plan of Ohio, Inc., an Ohio non-profit corporation ("Delta Dental"). Delta Dental agrees to perform claims administration services for the Contractor's self-funded dental benefit plan. Contractor and Delta Dental may be singularly referred to herein as "Party" and collectively referred to herein as the "Parties". This is a legally binding contract between the Contractor and Delta Dental and is effective on February 1, 2024, the ("Effective Date"), replacing any previous declarations, Section I, with the balance of such Contract continued as if fully set forth herein.

Section I. Declarations

The benefits available are as set forth in this Contract. Delta Dental's liability is limited to the Benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision contained in subsequent sections of this Contract.

A. Effective Date: 12:01 A.M. Standard Time, February 1, 2024

B. First Renewal Date: January 1, 2026

C. Group Number: 2290-1000, 1099

D. Rate(s):

Administrative Service Fee: Composite - \$3.39 per month per Enrollee

This rate is contingent upon the enrollment of a minimum of 85% of the eligible Enrollee of the defined group and their Dependents. In addition to the Administrative Service Fee, Delta Dental shall invoice Contractor for the Cost of Claims for the preceding week every Tuesday. Payment shall be due via Electronic Funds Transfer on or before Friday of that week. Rates do not include any applicable claims taxes.

E. Performance Guarantee(s): See Addendum

DELTA DENTAL PLAN OF OHIO, INC.

BY: 

President and CEO

DATE: February 21, 2024

CONTRACTOR

BY: 

Peggy Willis, Sr. HR Manager

DATE: 2024-02-23

ADDENDUM

Megalodon Midco LLC d/b/a Dura and Shiloh Companies
2290-1000, 1099
February 1, 2024

E. Performance Guarantee(s): The following performance guarantees have been agreed to by both parties.

In the event this Contract is terminated by either party before its first renewal date, these performance guarantees are null and void. These performance guarantees will only be tracked, reported, and paid on a calendar-year basis for each full calendar year that this Contract is in effect. In addition, if Delta Dental's performance meets or exceeds the guaranteed performance for three consecutive years, Delta Dental will have no further liability for tracking, reporting, or refunding administration costs for performance guarantees.

The total refund in any calendar year will not exceed 25 percent of the Contractor's total annual administration costs. For purposes of this section, total annual administration costs equal the cost per Enrollee per year for Delta Dental to administer the plan. The total annual administration cost is included in the annual premiums, and excludes all taxes, commissions, and that portion of the premiums which is allocated to claims risk.

1. Turnaround Time Guarantee

Delta Dental guarantees to process 95 percent of all dental Claims for its entire book of business within ten business days (measured from the date a completed Claim is received to the date it is adjudicated in the claim system or Denied).

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent below the 95 percent goal.

2. No Balance Billing Guarantee

When Dentists sign contracts to participate with Delta Dental, they agree to accept Delta Dental's determination of payment as the full fee for Covered Services. If a Participating Dentist's Submitted Amount is higher than the amount that Delta Dental approves for payment, the Dentist agrees not to charge the difference to (or "balance bill") Enrollees. Delta Dental guarantees Enrollees will not be balance billed by Participating Dentists.

If an Enrollee is balance billed by a Participating Dentist, Delta Dental guarantees to investigate each occurrence and, when appropriate, to make the Enrollee whole.

3. Telephone Average Speed of Answer Guarantee

Delta Dental guarantees that the annual average speed of answer of all calls for its entire book of business to Delta Dental's customer service department will be 25 seconds or less.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each second above 25 seconds.

4. Telephone Abandonment Rate Guarantee

Delta Dental guarantees that the annual call abandonment rate for Delta Dental's customer service department (or the rate of callers who hang up before their call is answered) for its entire book of business will be five percent or less.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent that the call abandonment rate exceeds the five percent goal.

5. Claims Financial Accuracy Guarantee

Delta Dental guarantees that the financial accuracy rate, measured as the total Claim dollars paid correctly divided by the total Claim dollars audited in a statistically valid sample from all Claims paid from all groups, with errors including the absolute value of all overpayments and underpayments, will be at least 99 percent.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of Claims paid below the 99 percent goal.

6. Claims Payment Accuracy Guarantee

Delta Dental guarantees that the payment accuracy rate, measured as the number of Claims paid correctly divided by the number of Claims audited in a statistically valid sample from all Claims paid from all groups, with errors including all overpayments, underpayments, and dollars paid to the wrong payee, will be at least 98 percent.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the contractor's total annual administration costs for each one percent of Claims paid below the 98 percent goal.

7. Claims Processing Accuracy Guarantee

Delta Dental guarantees that the processing accuracy rate, measured as the number of correctly processed paid Claims divided by the total number of Claims audited in a statistically valid sample from all Claims paid from all groups, will be at least 98 percent. The processing accuracy rate measures all types of errors, not just financial errors.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of Claims paid below the 98 percent goal.

8. Satisfactory Account Management Guarantee

Delta Dental guarantees that the Contractor will be satisfied with the management of the account.

If the Contractor is not completely satisfied with its account management each calendar year as indicated by a good faith grade of B or above on Delta Dental's annual account management report card, Delta Dental will refund five percent of the Contractor's total annual administration costs.

9. Member Satisfaction Guarantee

Delta Dental guarantees that at least 85 percent of respondents to Delta Dental's standard Member satisfaction survey will be satisfied with us as a whole.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent that the overall Member satisfaction Rate is below the 85 percent goal.

10. Panel Savings Guarantee

Delta Dental guarantees that the Contractor's annual savings from fee and policy reductions, as reported on the Contractor's annual Treatment Savings report, will be at least 22.41 percent.

This percentage will be calculated by dividing (a) the sum of fees not allowed due to Processing Policies, fee reduction (both member and non-member Dentists), and savings from dental consultant review by (b) total charges less invalid Claims and all other savings.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund any deficit where the Contractor's actual annual percentage as defined above is not at least 22.41 percent, up to a maximum of 25 percent of the Contractor's total annual administration costs.



**Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 2290-1000, 1099
Megalodon Midco LLC d/b/a Dura and Shiloh Companies
High Plan**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the Dentist's network participation.*

Control Plan - Delta Dental of Ohio

Benefit Year - January 1 through December 31

Covered Services -

	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment - to temporarily relieve pain	80%	80%	80%
Sealants - to prevent decay of permanent teeth	80%	80%	80%
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Major Services			
Major Restorative Services - crowns	50%	50%	50%
Relines and Repairs - to prosthetic appliances	50%	50%	50%
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	50%	50%	50%
Orthodontic Services			
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit -	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- Fluoride treatments are payable twice per calendar year for people age 18 and under.
- Bitewing X-rays are payable twice per calendar year. Full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any three-year period.
- Sealants are payable once per tooth per lifetime for first and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are Covered Services on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in a major life activity.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of Dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our website or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment - \$2,000 per Member total per Benefit Year on all services, except oral exams, preventive services, bitewing and X-rays (except full mouth X-rays), brush biopsy, and orthodontic services. \$2,500 per Member total per lifetime on orthodontic services.

Payment for Orthodontic Service - When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per month fee charged by your Dentist based upon the agreed upon payment plan provided by Delta Dental to your Dentist.

Deductible - \$50 Deductible per Member total per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to oral exams, preventive services, brush biopsy, X-rays, and orthodontic services.

Waiting Period - Enrollees who are eligible for dental benefits are covered on the date of hire, other than the Fremont Union employees hired after 2/1/24 who are eligible 60 days from the date of hire.

Eligible People - Members who choose the High Option dental plan as determined by Megalodon Midco LLC d/b/a Dura and Shiloh Companies.

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

Enrollees and Dependents choosing either dental plan are required to remain enrolled for a period of 12 months. Should an Enrollee or a Dependent choose to drop dental coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may enroll only if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits - If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may be enrolled on both your and your Spouse's applications. Delta Dental will coordinate benefits between your coverage and your Spouse's coverage.

Benefits will cease on the date of termination.

Customer Service Toll-Free Number: 800-524-0149 (TTY users call 711)
<https://www.DeltaDentalOH.com>
February 16, 2024

Signature Certificate

Reference number: 5XAQB-PIBPM-8K23B-9NEDW

Signer

Timestamp

Signature

Peggy Willis

Email: peggy.willis@shiloh.com

Sent:

23 Feb 2024 15:59:14 UTC

Signed:

23 Feb 2024 15:59:14 UTC



IP address: 173.90.173.58

Location: North Ridgeville, United States

Document completed by all parties on:

23 Feb 2024 15:59:14 UTC

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