

## TeamHealth Dental Plan Administered by Delta Dental of Tennessee

This Booklet is a Covered Person's Summary Plan Description for purposes of the Employee Retirement Income Security Act of 1974 (ERISA). It describes the highlights of a Covered Person's rights and obligations under the employee welfare benefit plan established by the Plan Sponsor, provided that the Covered Person is a participant of the Plan. All of the details of this Plan are not provided. The operation of this Plan is governed by the Plan Documents.

The Plan Sponsor reserves the right to change or discontinue this Plan at any time. This Summary Plan Description does not create a contract of employment.

### Name of Plan:

TeamHealth Welfare Benefit Plan

### Name and Address of Employer who is the Plan Sponsor:

TeamHealth  
1900 Winston Road, Suite 506  
Knoxville, TN 37919

### Employer Identification Number of Plan Sponsor (EIN):

62-1562558

### Agent for Legal Process:

The Plan Sponsor named above.

### Plan Number (PN):

501

### Plan Type:

The Plan described in this Summary Plan Description is a "Welfare Benefit Plan" for purposes of ERISA

### Plan Year:

The financial records of this Plan are kept on a Plan Year bases. The Plan Year ends on each October 1.

### Plan Administrator:

The Plan Sponsor named above.

### Telephone Number of Plan Administrator:

(865) 293-5261

### Type of Administration:

The Plan is administered on behalf of the Plan Administrator of the Company. The benefits are paid from funds provided by the Employer on behalf of the Plan in accordance with a contract with Delta Dental of Tennessee, 240 Venture Circle, Nashville, TN 37228-1699 (called "The Company").

### Source of Contribution and Funding:

This Plan is funded by direct benefit payments from the general assets of the Employer.

The employee's contribution toward the cost of this Plan is at a rate determined by the Employer.

### Plan Details:

This Plan's provisions relating to eligibility to participate and termination of eligibility as well as a description of the benefits provided by this Plan are described in detail in the Covered Person's health benefits booklet which directly precedes this ERISA information.

### Plan Amendment and Termination:

The Plan Sponsor reserves the right to modify, suspend or terminate this Plan at any time. The Employer does not promise the continuation of any benefits nor does it promise any specific level of benefits at or during retirement. Any benefits, rights, or obligations of participants and beneficiaries under this Plan following termination are described in detail in the Covered Person's health benefits booklet, which directly precedes this ERISA information.

### How to Appeal a Claim:

A Covered Person will be notified in writing by the Company if a claim or any part of a claim is denied. The notice will include the specific reason or reasons for the denial and the reference to the pertinent Plan provisions on which the denial was based. The notice will also give the telephone number a Covered Person can call if they need further information and a description of any additional material or information necessary to make a claim.

If a Covered Person is not satisfied with the explanation of why the claim was denied, the person may request to have the claim reviewed. The request must be

in writing to the Company and must be made within 60 days after the date the Covered Person receives the notice denying the claim.

If the Company continues to deny a claim after this review, a Covered Person may request that the Plan Administrator review the claim. The request must be in writing to the Plan Administrator and must be made within 60 days after the date the Covered Person receives the notice from the Company that the Company has denied the claim on review.

The Plan Administrator will serve as the final review committee under this Plan to determine for all parties all questions relating to the payment of claims for benefits under this Plan and shall notify the Covered Person in writing about the decision on a review. The Plan Administrator has the discretion to construe and interpret the terms of this Plan and the authority and responsibility to make factual determinations.

The provisions of this Plan require a Covered Person to appeal any claim denial as described above before seeking other legal means.

### A Covered Person's Rights under ERISA:

As a participant in this Plan, a Covered Person is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all Plan documents including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor and the Internal Revenue Service, such as detailed annual reports and Plan descriptions.

- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.

- Receive a summary of this Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

The people who operate this Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of Covered Persons and other Plan participants and beneficiaries.

No one, including the Employer or any other person, may fire a Covered Person or otherwise discriminate against a Covered Person in any way to prevent that person from obtaining a benefit or exercising their rights under ERISA.

If a claim for a benefit is denied in whole or in part, a Covered Person must receive a written explanation of the reason for the denial. The Covered Person has the right to have the Plan review and reconsider the claim.

Under ERISA, there are steps a Covered Person can take to enforce the above rights. For instance, if a Covered Person requests materials from the Plan and does not receive them within 30 days, the Covered Person may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay the Covered Person up to \$110 a day until the person receives the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If a Covered Person has a claim for benefits, which is denied or ignored, in whole or in part, the Covered Person may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse this Plan's money, or if a Covered Person is discriminated against for asserting his or her rights, the Covered Person may seek assistance from the U.S. Department of Labor, or may file suite in a federal court. The court will decide who should pay court costs and legal fees. If the Covered Person is successful, the court may order the person who was sued to pay these costs and fees.

If a covered person has any questions about this Plan, the person should contact the Plan Administrator.

If a Covered Person has any questions about this statement or about their rights under ERISA, that person should contact the nearest office of the Pension of Welfare Benefits Administration, U.S. Dept. of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.