

MANAGEMENT AGREEMENT

This Management Agreement (the “Agreement”) is made and entered into on _____, 2017 (“Effective Date”) by and between Quartz Health Solutions, Inc. d/b/a Quartz, a Wisconsin for-profit corporation (“Quartz”), and Physicians Plus Insurance Corporation, a Wisconsin stock insurance corporation (“PPIC”) (each, a “Party,” and collectively, “Parties”), with reference to the following background:

A. PPIC is a duly organized and validly existing corporation that is licensed as a stock insurance corporation in Wisconsin;

B. Quartz is a duly organized and validly existing corporation that is licensed as an employee benefit plan administrator in Wisconsin and is an Affiliate (as defined in Section 1(c) below) of PPIC and provides administrative and management services to support health maintenance organizations and health insurers in the administration of their benefit products;

C. PPIC desires for Quartz to provide such administrative and management services to and on behalf of PPIC in connection with PPIC’s benefit products as are required to administer PPIC’s business adequately and appropriately; and

D. Quartz desires to provide such services to and on behalf of PPIC in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing background recitals and the mutual promises and covenants set forth herein, and for other good and value consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Authority and Duties of Quartz.

(a) Services. Quartz shall provide to PPIC, from time to time and either directly or through third parties, the following services as required to administer PPIC’s business adequately and appropriately (“Services”), including but not limited to those described below and more fully in Exhibit A:

- (i) reinsurance pricing and procurement;
- (ii) investment services;
- (iii) actuarial analysis;
- (iv) underwriting
- (v) human resources services and employee benefits administration;
- (vi) policyholder services;
- (vii) legal services;

- (viii) corporate and tax accounting;
- (ix) record keeping and financial reporting;
- (x) information technology services;
- (xi) sales, marketing, and enrollment;
- (xii) account and broker management;
- (xiii) compliance and strategic planning;
- (xiv) premium collection and refunds;
- (xv) claims management and settlement;
- (xvi) utilization review and utilization management;
- (xvii) provider credentialing;
- (xviii) member grievance and appeals;
- (xix) care coordination, disease management, quality management, and other quality improvement activities, including but not limited to maintaining National Committee for Quality Assurance accreditation;
- (xx) provider contracting and network management; and
- (xxi) such other services as the Parties mutually agree.

Notwithstanding the foregoing or Exhibit A hereof, the “Services” shall not include those services to be rendered to PPIC as contemplated by and for the time period specified in Section 6.20(b), (c), (d), (e), (g) and (l) of that certain Exchange Agreement, dated [_____], 2017, by and among Gundersen Lutheran Health System, Inc., a Wisconsin non-profit corporation, University Health Care, Inc., a Wisconsin non-profit member corporation and Iowa Health System d/b/a UnityPoint Health, an Iowa non-profit corporation.

(b) Standard of Care. In providing the Services, Quartz shall act in good faith, in a commercially reasonable manner and in accordance with customary industry standards and applicable laws for the provision of the Services. PPIC shall provide Quartz with all information that is necessary to enable Quartz to perform fully its obligations hereunder. Quartz shall provide the Services consistent with the service-level standards set forth in Exhibit B.

(c) Assignment. Quartz must have prior written approval from PPIC to assign its rights or obligations with respect to the performance of any Services, including an assignment to an Affiliate of PPIC. For purposes of this Agreement, “Affiliate” means, with respect to any Party, any other individual or entity controlling, controlled by or under common control with such Party, with “control” (including the terms “controlling,” “controlled by” and “under

common control with”) meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an individual or entity, whether through ownership of voting securities, by contract or otherwise.

(d) **Subcontracting.** Quartz shall ensure that all arrangements with contractors engaged by Quartz to provide Services (i) are in writing, specify the services and reporting obligations, and are duly executed; (ii) require the provision of such services in accordance with the terms of this Agreement, applicable laws, and services standards and requirements as the same would apply to Quartz if Quartz were performing the services; (iii) require compliance with the terms of this Agreement, as applicable; (iv) state that PPIC and Quartz shall monitor the contractors’ performance on an ongoing basis, including through routine audits; (v) include a Business Associate Agreement that complies with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), in every agreement with a contractor that receives protected health information (“PHI”), as that term is defined under HIPAA; and (vi) permit Quartz to suspend or revoke a contractor’s provision of Services under this Agreement or take such other corrective action as regulatory bodies, PPIC and/or Quartz determines appropriate. If any contractor credentials health care professionals, then the written arrangement also shall state that the credentials shall be reviewed by PPIC and Quartz and/or the contractor’s credentialing process shall be subject to review and approval as well as periodic audit by PPIC and Quartz. Quartz shall use commercially reasonable efforts to promptly amend any agreements with contractors to comply with applicable laws. Quartz shall provide PPIC with a list of all contractors on an annual basis and upon request.

(e) **PPIC Oversight.**

Provision of the Services will at all times be subject to oversight and control by the Board of Directors of PPIC, which shall direct and control the business that is being carried out by Quartz on behalf of PPIC, including the control and direction of Quartz’s employees in the performance of Services under this Agreement. No action taken by Quartz at the direction or with the approval of a majority of the PPIC’s Board of Directors in office at the time of the direction or approval may be used by PPIC as grounds for termination under Section 4. In performing any Services hereunder, Quartz shall be responsible for following the written instructions and procedures of PPIC hereunder.

2. **Reimbursable Expenses.**

(a) Quartz shall not be required to expend or advance its own funds in connection with the performance of the Services. Consistent with Section 3 below, PPIC shall pay or reimburse Quartz for all costs and expenses incurred by Quartz for employees, equipment, facilities and other items in connection with Quartz performing Services or other duties and obligations under this Agreement. Expenses shall be apportioned in accordance with applicable Generally Accepted Accounting Principles, provided that, the parties shall be in compliance with the requirements in the NAIC Accounting Practices and Procedures Manual as it relates to this Agreement. The books and records of Quartz and PPIC shall be maintained in a way that clearly and accurately discloses the nature and details of the Services, including such accounting information as is necessary to support the expenses apportioned to PPIC.

(b) All payments and/or reimbursements made by PPIC to Quartz pursuant to Section 3 hereunder are intended to approximate the costs and expenses incurred by Quartz in performing its services hereunder. All of the advances, costs and expenses to be paid or reimbursed by PPIC to Quartz pursuant to Section 3 or otherwise in this Agreement are collectively referred to as the “Reimbursable Expenses.”

3. **Payments for Services**.

(a) No later than the fifth business day of each month that this Agreement is in effect, PPIC shall pay Quartz an advance payment (“Monthly Advance Payment”) up to 1/12th the amount of Quartz’s annual operating budget for services provided to PPIC as approved by the PPIC Board of Directors in advance of each year (“Annual Operating Budget”) to cover the expected cost of Quartz’s Reimbursable Expenses for the month. The first Monthly Advance Payment shall be made by PPIC on the Effective Date without regard to whether the Effective Date is the first day of a month. Notwithstanding the foregoing, with respect to the 2017 calendar year, each Monthly Advance Payment shall be equal to the anticipated payment by Quartz to PPIC for such month pursuant to the Employee Lease Agreement between Quartz and PPIC dated the date hereof.

(b) In the event Quartz expects its Reimbursable Expenses for Services provided to PPIC to exceed the amounts paid as Monthly Advance Payments by PPIC, then Quartz may request that PPIC’s Board of Directors approve additional funding equal to the expected shortfall in Monthly Advance Payments (“Supplemental Funding”). Quartz shall provide PPIC with sufficient data and information for PPIC to evaluate a request for Supplemental Funding. Upon receiving such a request from Quartz, PPIC’s Board of Directors shall promptly vote on such request. The maximum Supplemental Funding request to PPIC, as measured in the aggregate on a calendar year basis, is ten percent (10%) of the Annual Operating Budget.

(c) Within thirty (30) days following the end of each calendar year in which Services are provided, Quartz shall submit to PPIC a statement setting forth all Reimbursable Expenses for such calendar year. Consistent with Section 2(b), the Reimbursable Expenses shall be calculated based on Quartz’s actual costs to provide the Services. Within thirty (30) days after receipt of the statement, there shall be a reconciliation comparing Reimbursable Expenses to the Monthly Advance Payments and Supplemental Funding. Based on the results of such reconciliation, either (i) PPIC shall, within five (5) business days, pay to Quartz the amount by which the Reimbursable Expenses exceeded the total Monthly Advance Payments and Supplemental Funding received by Quartz during the year or (ii) Quartz shall, within five (5) business days, pay to PPIC the amount by which the Reimbursable Expenses were less than the total Monthly Advance Payments and Supplemental Funding received by Quartz during the year.

(d) Within thirty (30) days following the termination of this Agreement for any reason or until Services are transferred to a new party, whichever is later, Quartz shall return to PPIC the amount Quartz has retained from PPIC’s payments during the term of this Agreement after deducting costs for Quartz’s Reimbursable Expenses.

(e) PPIC shall not advance funds to Quartz except to pay for services defined in this Agreement. Any funds or invested assets of PPIC held by Quartz are the exclusive property of PPIC, are held for the benefit of PPIC, and are subject to the control of PPIC.

4. **Termination.**

(a) This Agreement may be terminated as follows:

(i) By mutual agreement of the Parties in writing;

(ii) By either Party if the other Party has materially breached any material term of this Agreement and has not corrected such breach within 30 days after receipt of written notice of such breach. Notwithstanding the foregoing, if a failure by its nature cannot be corrected within a 30-day period, then there shall be no right to terminate this Agreement if the correcting Party substantially begins correction within such 30-day period and thereafter expeditiously corrects such breach.

(iii) By either Party if the Parties are no longer Affiliates; or

(iv) By PPIC if the type, quantity, or manner of Services provided by Quartz hereunder cause PPIC to be operated, in PPIC's reasonable discretion, in a manner that does not further PPIC's purposes.

(b) In the event of termination of this Agreement, Quartz shall promptly arrange, at the cost of PPIC, for the return or transfer to a successor service provider, if any, of all of the books and records of PPIC, including any Proprietary Information, that were provided to Quartz or created by Quartz pursuant to Quartz's responsibilities under this Agreement. Quartz will cooperate with PPIC in such return or transfer.

(c) In the event of termination, Quartz shall continue to provide Services for the period reasonably necessary to transfer the Services to a new entity.

5. **Confidentiality – Proprietary Information.**

(a) Proprietary Information. “Proprietary Information” includes the pricing, methods, processes, financial data, provider or customer lists, statistics, software, systems or equipment, programs, research, development, strategic plans, operating data, or related information of each of the Parties and/or its or their policyholders, concerning past, present, or future business activities of each Party. Proprietary Information includes all non-public information disclosed by either Party to the other prior to the execution of this Agreement.

(b) Confidentiality. Except as otherwise provided in this Agreement, each Party shall maintain the Proprietary Information of the other Party in strict confidence; will use such Proprietary Information only for purposes of this Agreement; and will not disclose such Proprietary Information to any person or entity, except with the prior written consent of the other Party. Each Party shall take reasonable precautions to prevent the disclosure of Proprietary Information and each Party shall be responsible for any breach of this confidentiality requirement by one of its officers, employees, directors, or third-party agents acting on behalf of

such Party. Proprietary Information created, used, or purchased by Quartz for purposes of providing Services to PPIC shall be the property of PPIC while this Agreement is in effect and following its termination; such Proprietary Information must be transferred to PPIC or PPIC's designee upon termination of this Agreement, as set forth in Section 4(b) above.

(c) Permissive Disclosures. Nothing contained in this Agreement may be construed as prohibiting either Party's disclosure of Proprietary Information (other than to known actual competitors of the other Party):

(i) to its employees or employees of its parent company and subsidiaries and Affiliates on a need-to-know basis;

(ii) to the employees, agents, or representatives of the other Party; or

(iii) to other persons (including consultants) in need of access to the information for purposes specifically related to either Party's responsibilities under this Agreement.

(d) Information Lawfully Received.

(i) Neither Party has any obligation or liability with respect to the other's information to the extent that the information:

(A) is already known by the receiving Party on the date of this agreement, free from any obligation to keep such information confidential;

(B) is or becomes publicly known through no wrongful act of the receiving Party;

(C) is lawfully received by the receiving Party from a third party without restriction and without breach of any obligation of the third party; or

(D) must be disclosed pursuant to a court order or as required by any governmental or administrative authority or authorized regulatory agency, in which event the disclosing Party shall notify the other Party in advance of any such disclosure.

6. Privacy.

(a) The Parties shall, no later than the Effective Date, enter into a Business Associate Agreement to govern each Party's obligations under HIPAA and the HITECH Act.

(b) In addition to the obligations set forth in the Business Associate Agreement, the Parties shall comply with all applicable privacy laws, including but not limited to those applicable under the Gramm-Leach Bliley Act, codified at 15 U.S.C. § 6801 et seq., Wis. Admin. Code Ins. Chapter 25, Iowa Admin. Code r. 191.90, and Minn. Stat. §§ 60A.98 to 60A.982.

7. Reports.

(a) Quartz shall provide PPIC with industry standard reports as set forth in Exhibit C (“Reports”), which PPIC reasonably and in good faith requests to conduct its business, including monitoring of Quartz’s performance hereunder. In addition, Quartz shall provide periodic reports to the PPIC Board of Directors, which shall include, at a minimum, quarterly operational reports on certain operational statistics as requested by the PPIC. Such reports shall contain the performance metrics for applicable laws related to the Services which Quartz has responsibility for performing. In the preparation of any reports pursuant to this Agreement, Quartz shall be responsible for following the written instructions and procedures of PPIC hereunder and otherwise complying with the terms of this Agreement and applicable laws in connection with preparing the Reports.

(b) Quartz shall use commercially reasonable efforts to provide support to PPIC in the event PPIC is audited by a government authority with jurisdiction over the operations of PPIC.

8. **Ownership of and Access to Records.** Each Party shall retain title to its own general corporate books and records. The books, accounts and records of each party shall be kept in a manner that clearly and accurately discloses the nature and details of the transactions under this Agreement, including the accounting information which is necessary to support the reasonableness of the charges or fees to the respective parties, and in accordance with generally accepted accounting principles permits ascertainment of charges relating to such transactions. In this Agreement, the books and records of PPIC are defined to include all books and records developed or maintained under or related to the Agreement. Each Party shall retain the right of continuing access to the books and records of the other Party sufficient to permit the Parties to fulfill all of their respective duties and obligations under this Agreement, subject to the provisions of Sections 5. The Parties acknowledge that state departments of insurance and applicable Federal agencies and departments lawfully entitled to access to books and records of a Party shall be given reasonable access to such books and records during normal business hours and upon reasonable advance notice. PPIC shall have the right to audit Quartz’s books and records to assess Quartz’s compliance with this Agreement and applicable legal requirements.

9. **Relationship of the Parties.** Nothing contained herein shall be construed to create the relationship of employer/employee, partner, or joint venture between PPIC and Quartz or to provide Quartz with the exclusive right to manage or control PPIC in performing its obligations under this Agreement; Quartz may exercise its own judgment subject to the parameters set forth herein and further subject to any written rules, regulations and instructions issued by the Board of Directors or the officers of PPIC as to the time and manner in which Quartz performs such obligations.

10. **Delinquency Proceedings Against PPIC.** If PPIC is placed in delinquency proceedings or seized by the Commissioner of Insurance (the “Commissioner”) under chapter 645 of the Wisconsin Statutes:

(1) All of the rights of PPIC under the Agreement extend to the receiver or Commissioner; and

(2) All books and records of PPIC will immediately be made available to the receiver or the Commissioner, and shall be turned over to the receiver or Commissioner immediately upon the receiver or the Commissioner's request; and

(3) Quartz will continue to maintain any systems, programs, or other infrastructure notwithstanding such proceeding or seizure, and will make them available to the receiver for so long as Quartz continues to receive timely payment for services.

11. **PPIC's Obligation to Provide Information.** PPIC shall provide Quartz with all information which is necessary to enable Quartz to perform fully its obligations hereunder. Quartz shall not be liable to PPIC for any failure to perform said obligations if such failure is a result of PPIC's failure to provide Quartz with necessary information.

12. **Indemnification.** Quartz shall indemnify, defend, and hold PPIC harmless from any and all liabilities, including the costs of defense and settlements, paid or incurred by PPIC as a result of the gross negligence or willful misconduct of Quartz in providing services under this Agreement. PPIC shall, as a condition of such indemnification, notify Quartz within ten (10) days after receipt of notice of any claim against PPIC for which PPIC seeks indemnification. Quartz shall be entitled to make such investigation, settlement, or defense of the claim as it deems prudent.

13. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Wisconsin, without giving effect to the choice or conflict of law provisions of that or any other jurisdiction.

(b) **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of any such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is invalid or unenforceable, that provision shall be interpreted to the extent possible in a manner that is valid and enforceable.

(c) **Non-waiver.** No failure by either Party to insist upon strict compliance with any term of this Agreement, to exercise any option, enforce any right, or seek any remedy upon any default of the other Party shall affect, or constitute a waiver of, the first Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default, nor shall any custom or practice of the Parties at variance with any provision of this Agreement affect, or constitute a waiver of, either Party's right to demand strict compliance with all provisions of this Agreement.

(d) **Waivers and Amendments.** The Agreement and the Exhibits attached hereto may only be amended or modified, and the terms hereof may only be waived, by writing, signed by each Party or, in the case of a waiver, by the Party entitled to the benefit of the terms being waived.

(e) **Assignment.** Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred, in whole or in part, by any Party without the prior written consent of the other Party, except as provided in Section 1(c).

(f) **Binding Effect.** This Agreement will apply to and inure to the benefit of and be binding upon and enforceable against each Party and their respective successors and permitted assigns.

(g) **Construction; Interpretation.** All pronouns and any variations thereof refer to the masculine, feminine, or neuter, singular, or plural, as the context may require. The captions and headings of the various sections of this Agreement are not part of this Agreement, but are only labels to assist in locating those sections and shall be ignored in construing this Agreement.

(h) **Notices.** All notices and other communications under this Agreement will be in writing and will be delivered personally or sent by confirmed facsimile transmission or nationally recognized overnight delivery service. Any such notice or other communication will be deemed given upon actual delivery, in each case to the following addresses:

If to Quartz:

Quartz Health Solutions, Inc.
Attention: President
840 Carolina Street
Sauk City, WI 53583

If to PPIC:

Physicians Plus Insurance Corporation
Attention: _____
2650 Novation Parkway
Madison, WI 53713

(i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(j) **Licensure and Compliance with Law.** Quartz shall, without reliance upon PPIC, keep informed of and materially comply with laws applicable to its performance under this Agreement, including laws governing the conduct of third party administrators, as if Quartz were subject to those requirements directly. Quartz has and shall maintain, and shall cause any permitted contractors to have and maintain, the applicable state licensures, permits, and other approvals required under law to perform the Services and otherwise meet Quartz's obligations under this Agreement. Quartz shall furnish PPIC with evidence of such licensures and permits upon request and shall notify PPIC within five (5) days of any fine, penalty, suspension, termination or other action regarding such licenses.

(k) **No Third Party Benefit.** This Agreement is intended for the exclusive benefit of the Parties to this Agreement and their respective heirs, successors and assigns, and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of PPIC and Quartz as of the date first above written.

Quartz Health Solutions, Inc.

Physicians Plus Insurance Corporation

By: _____

By: _____

Printed Name: Terry Bolz

Printed Name:

Title: President and Chief Executive Officer

Title:

EXHIBIT A SERVICES

Quartz shall act as a general administrative and financial manager for PPIC and, subject to the direction of Quartz's Board of Directors and further subject to the terms and conditions of this Agreement (including but not limited to Section 1(e) of the Agreement regarding the PPIC Board of Directors' ultimate oversight of Quartz), any other applicable agreement, any applicable laws or regulations of any governing body or regulatory agency, and any written policies, rules or regulations of PPIC, Quartz shall either directly or through subcontractors (for whose acts, errors or omissions Quartz shall take full responsibility for) provide or perform on behalf of PPIC the services or activities required to administer PPIC's business adequately and appropriately, including the following:

- A. Strategic planning, executive guidance and general services with respect to the business activities of PPIC.
- B. Consultation and assistance with the legal affairs of PPIC.
- C. Coordination of employee health, welfare and fringe benefit programs.
- D. Financial consultation and oversight with respect to the management of the assets of PPIC. Such will include the development and implementation of a program of investments for the assets of PPIC pursuant to which program Quartz (or investment managers designated by Quartz) will purchase and sell securities on behalf of PPIC from, to or through such brokers, dealers, investment advisors of other parties as Quartz shall deem appropriate, provided, however, that Quartz will take no responsibility for the acts, errors or omissions of any such broker, dealer, investment advisor or other party which it may select to perform financial services in behalf of PPIC. Quartz will provide to PPIC's Board of Directors regular reports with respect to its investment program and such other reports as may be necessary or requested by PPIC's Board of Directors with the understanding that PPIC's Board of Directors shall review and approve investment transactions on a quarterly basis. Quartz shall at all times manage the assets of PPIC in accordance with the investment policy set by PPIC's Board of Directors.
- E. Accounting and bookkeeping services including the following:
 - 1. Deposit of PPIC's funds in a special bank account in PPIC's name that is separate from the funds of Quartz;
 - 2. Processing and payment of trade accounts payable;
 - 3. Maintenance of journals, ledgers, check registers and payroll records;
 - 4. Coordination of PPIC's payroll;
 - 5. Preparation of federal and state income and payroll tax returns;

6. Preparation of monthly bank reconciliations;
 7. Assistance in the preparation by the 10th working day of the end of each month a balance sheet, statement of income and a statement of cash flows;
 8. Coordination of investing activities;
 9. Coordination and consolidation of annual budgeting process;
 10. Any and all other services reasonably necessary.
- F. Information systems support and telephone service.
- G. Coordination and performance of the compliance functions of PPIC.
- H. Functions necessary to administer PPIC's benefit products, including:
1. Utilization review activities, including retrospective and concurrent utilization review, approval of out-of-network referrals, and prior authorization services.
 2. Provider credentialing.
 3. Member grievance and appeals processing.
 4. Provider contracting, network management, and dispute processing.
 5. Claims processing and adjudication.
 6. Development and distribution of member communications.
 7. Healthcare quality improvement activities such as care coordination, disease management, and quality management services, including but not limited to maintaining National Committee for Quality Assurance accreditation.
 8. Coordination and performance of the marketing, sales, enrollment, and account and broker management functions of PPIC.
- I. Miscellaneous
- 1 Quartz may use only such advertising pertaining to business underwritten by PPIC as has been approved in writing by PPIC in advance of its use.
 2. Any policies, certificates, booklets, termination notices, or other written communications delivered by PPIC to Quartz for delivery to its members and policyholders shall be delivered by Quartz promptly after receipt of instructions from PPIC to deliver them.

3. Any underwriting conducted by Quartz on behalf of PPIC shall be conducted using underwriting criteria or other standards established and provided by PPIC.
 4. Quartz shall provide a written notice approved by PPIC to insured individuals advising them of the identity of, and relationship among, Quartz, the member or policyholder, and PPIC.
- J. Such other services incident to the performance of the aforementioned activities and services as may be reasonably required.

**EXHIBIT B
SERVICE LEVEL REQUIREMENTS**

Function		
Identification card issuance		
Enrollment quality accuracy		
Non-investigated claims paid within thirty (30) days		
Investigated claims paid in sixty (60) days		
Claims paid quality accuracy		
Participant satisfaction		
Average speed of customer service		
Customer service accuracy		

**EXHIBIT C
REPORTS**

Report	Frequency
Balance Sheet	Quarterly; must be sent to PPIC no later than 30 days after the end of a quarter
Income Statement	Quarterly; must be sent to PPIC no later than 30 days after the end of a quarter
Cash Flow Statements	Quarterly; must be sent to PPIC no later than 30 days after the end of a quarter
Standing Committee Reports	Quarterly; must be sent to PPIC no later than 30 days after the end of a quarter
Audit Plan	Annually; must be sent to PPIC no later than 30 days after the end of a calendar year
Proposed Annual Operating Budget	Annually; must be sent to PPIC no later than 45 days before the start of a calendar year
External Audit Reports	Must be sent to PPIC no later than 30 days after Quartz's receipt from external auditor
Internal Audit Reports	Must be sent to PPIC no later than 30 days after Quartz completes the internal audit report

1. All reports provided by Quartz shall be in the format requested by PPIC.
2. Quartz shall provide any such other reports as requested by the PPIC Board of Directors and/or as required by PPIC or applicable law.