

EXHIBIT C

CERTIFICATE AND RELEASE

For good and valuable consideration, City of Milwaukee, on behalf of itself and its Affiliates (collectively "Customer"), hereby certifies to FMCH and to the Escrow Agent: (i) that during some or all of the period from January 1, 1990 through November 30, 1999 (the "Dispute Period"), Customer maintained Affected Health Benefit Plan(s) and it or its Affiliates is, and during all pertinent times was, a duly authorized fiduciary of the Affected Health Benefit Plans, legally and validly acting on behalf of such plans and the Participants thereof; (ii) that, to the extent, if any, that Customer was not already, then Customer is the legal or beneficial owner of any and all rights being released pursuant hereto with full power and authority to release and forever discharge FMCH with respect to the matters set forth herein; (iii) that Customer is duly authorized and has the requisite corporate power and authority, and the officer executing this Certificate and Release is duly authorized, to execute and deliver this Certificate and Release; (iv) that Customer has taken all requisite corporate action and obtained all consents of third parties, if any, necessary to authorize the execution and delivery of this Release; (v) that this Certificate and Release is not inconsistent with the terms of any contracts of Customer, including contracts between Customer and Wisconsin Physicians Service Insurance Corporation Inc. ("Payer"), and is a legal,

valid and binding obligation of Customer enforceable in accordance with its terms; (vi) that Customer has not previously assigned or transferred to any other person or entity any of its interest in the claims being released pursuant hereto.

As is used herein, "Affected Health Benefit Plan" or "Affected Health Benefit Plans" shall mean any or all employee health benefit plans administered by Payer on behalf of Customer for which paid claims for the period January 1, 1990 through September 30, 1996 were included in the paid claims data upon which Payer has based its claims against FMCH interests. As used herein, the term "Affiliate" shall mean, with respect to any person, firm, corporation, partnership, association, or other entity, any other person, firm corporation, partnership, association, or other entity that, directly or indirectly, or through one or more intermediaries, controls or is controlled by or is under common control with such person, firm corporation, partnership, association, or other entity.

As used herein, "Participant" or "Beneficiary" shall mean any person who was or could have been provided benefits pursuant to any Affected Health Benefit Plan. For the purposes hereof, a person is a Participant or Beneficiary only to the extent of, and with respect to which, payments were made, directly or indirectly, to FMCH by Payer on behalf of Customer for which paid claims for the period January 1, 1990 through September 30, 1996 were included in the paid claims data upon which Payer has based its claims against FMCH interests.

Customer, for itself and the Affected Health Benefit Plans and for their respective Affiliates, predecessors, estates, successors, assigns, officers, directors, shareholders, employees, representatives, attorneys, subsidiaries, and divisions (collectively, the "Releasors"), does hereby absolutely, unconditionally, and irrevocable release and forever discharge FMCH, its present or former Affiliates, predecessors, estates, successors, assigns, officers, directors, shareholders, employees, representatives, attorneys, subsidiaries, and divisions (collectively, the "FMCH Releasees"), from and against any and all actions, causes of actions, suits, debts, liens, claims, damages, judgments, and executions, whether liquidated or unliquidated, absolute or contingent, known or unknown, suspected or unsuspected, at law or in equity, that Customer or any Affected Health Benefit Plans ever had, presently have, claims to have, or hereinafter may have against any of the FMCH Releasees relating to (a) any and all claims for payment submitted, directly or indirectly, by FMCH or its present or former Affiliates, to Payer on behalf of Customer from January 1, 1990 through November 30, 1999; and (b) any and all payments made by Payer on behalf of Customer or made by or through Payer, pursuant to any Affected Health Benefit Plan, relating in any way to any health care related claims rendered, or claimed to have been rendered, by FMCH, or their present or former Affiliates, from January 1, 1990 through November 30, 1999; provided, however, that nothing contained in this paragraph shall in any way constitute a release or waiver of (a) any rights of any Releasor that are expressly preserved pursuant to the terms of the Settlement Agreement, the Escrow Agreement, or any document, agreement, or instrument

delivered pursuant thereto; and (b) any rights of any Beneficiary or Participant for the return or reimbursement of any co-insurance or co-payment amounts personally paid by such Beneficiary or Participant.

Executed as of this _____ day of _____, 2003.

City of Milwaukee

By: _____

Title: _____

SUBSCRIBED AND SWORN before me this _____ day of _____, 2003.

Notary Public

My Commission expires: _____