



AMENDMENT TO LETTER AGREEMENT

This Amendment to Letter Agreement (“Letter”) is made as of this May 12, 2025, by and between City of Milwaukee acting by and through its **Milwaukee Fire Department (“Provider” or “MFD”)** and **Managed Health Services Insurance Corp. (“Plan”)** with reference to the following facts:

1. MFD and Plan entered into a Letter Agreement effective September 1, 2017 (collectively the “Letter”)
2. MFD and Plan desire to modify certain terms and conditions contained in the Agreement as provided in this Amendment;
3. MFD and Plan agree that the Business Associate Agreement dated November 8, 2016, shall continue to apply to the Covered Services provided pursuant to the Letter.

Now therefore, in consideration of the mutual promises, covenants, agreements and other undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree for the Agreement to be amended as follows:

1. Definitions: Defined terms used in this Amendment shall have the same meaning as in the Letter unless otherwise specifically defined herein.
2. Milwaukee Fire Department is hereby changed to City of Milwaukee acting by and through its Milwaukee Fire Department.
3. Section 4 (Term and Termination), roman numerals (iii) and (iv.) are hereby deleted in their entirety.
4. In Section 7 (Compliance with Laws), add the following language:

This Letter shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this Letter that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.

5. In Section 8 (Dispute Resolution and Arbitration), amend the fifth sentence to state:

Except as otherwise agreed, any arbitration proceeding under his Letter shall be conducted in a location as specified by the Plan, provided that such location is within Milwaukee County, Wisconsin.

4. Attachment A, Compensation Schedule Medicaid, section 4. Program Costs of the Agreement is hereby deleted in its entirety and replaced with the following:

MHS Health shall be responsible for the payment of members actively enrolled and managed by MIHP and MFD shall invoice monthly. Except for approved additional visits as described herein, the total cost for each member to complete the program is \$1,800. These costs include a one-time per member "Member Search Fee" and a per visit fee. The Member Search Fee is a fixed amount of \$600 paid after successful outreach of members enrolled in the MIHP. MHS Health will not be responsible for member search costs related to unidentified members. Each member visit cost is \$300. There is a maximum of four (4) visits total for members enrolled in the program. Should a member benefit from additional visits, MIHP will contact MHS Health to discuss member needs for additional visits. Approval for these visits must be granted by MHS Health before additional visits are conducted. follows:

Program payment structure is as follows:

- 1) Total cost for each member to complete program is \$1,800.00
 - a) One-time Member Search Fee \$600
 - b) Total Cost for MFD MIH Program Visits \$1,200.00
 - i) \$300 per visit
- 2) Additional cost of \$300.00 per visit beyond four (4) visits upon approval of Plan. If any additional visits are approved by the Plan, then this would be in addition to the \$1,800 total cost per member

Except as amended and modified by this Amendment, all of the terms and conditions of the Letter shall remain in full force and effect. This Amendment may not be modified except in writing signed by both parties hereto. This Amendment, the Letter, together with its attachments, as previously amended in each case, constitute the entire agreement of the parties with respect to the subject matter contained therein and supersede any and all prior or contemporaneous agreements between the parties, whether oral or written, concerning the subject matter contained herein.

SIGNATURES:

**MANAGED HEALTH SERVICES INSURANCE
CORP.**

**CITY OF MILWAUKEE (ACTING BY AND
THROUGH THE MILWAUKEE FIRE
DEPARTMENT)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notice Address:

Notice Address:

7700 Forsyth Blvd
St. Louis, MO 63105
Attention: Enterprise Procurement
Email: procurement-notices@centene.com

711 W. Wells St.
Milwaukee, WI 53233
Attention: Business Finance Manager
Email: MFD-FinanceManager@milwaukee.gov