MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is made as of the _____th day of June 2019 (the "**Effective Date**") by and between National Foster Parent Association, a _____, with an address of 1102 Prairie Ridge Trail, Pflugerville, TX 78660 ("**NFPA**") and Centene Corporation, a Delaware corporation with offices located at 7700 Forsyth Blvd., Clayton, Missouri 63105 ("**Company**"), either of which may be referred to individually as a "**Party**", and collectively as the "**Parties**".

RECITALS

A. NFPA is in the business of providing the services described in this Agreement; and

B. Company desires to engage NFPA to provide such services; and NFPA is willing to provide such services under the terms and conditions set forth herein.

NOW THEREFORE, the Parties, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. **Work**

1.1 Engagement. Company hereby engages NFPA as an independent contractor to provide the services and perform such work (collectively, the "**Work**") for Company as set forth in each of the Statements of Work (each, a "**SOW**") set forth in **Exhibit A** attached hereto and incorporated herein. If the Parties intend for a term of a specific SOW to modify, amend or supersede a term of this Agreement solely with respect to the Project under that SOW, then the Parties must specifically reference in the SOW the exact term in the Agreement that is being modified, amended or superseded and the intention of such parties to modify, amend or supersede such term by the SOW provision. In all other instances, in the event of a conflict between anything in this Agreement and any SOW, the terms of this Agreement will prevail. Each SOW shall at a minimum include the following terms:

1.1.A an overall description of the objective, scope and purposes for which the Services and Deliverables (as herein defined) are to be provided under that particular SOW, and the goals and expected outcomes upon completion of that SOW (collectively, such description is the "Project");

1.1.B detailed descriptions of the Services and any tangible work product to be provided (the "Deliverables"),

1.1.C the functional and design specifications, plans and requirements that the Deliverables and Services must meet (the "Specifications"), and the testing standards, procedures, and requirements for confirming that the Specifications for Services and Deliverables have been met (collectively, the "Acceptance Criteria");

1.1.D the timetable for completion of the Services and Deliverables (the "Schedule"), and if applicable, intermediate dates within the performance Schedule by which certain parts of the Services or Deliverables are to be completed (the "Milestone Dates"); and

1.2 the fees to be paid for successful performance of the Services ("Project Fees") on a fixed fee or time and materials basis.

1.3 An SOW may be modified in writing from time to time during the term of this Agreement upon the mutual consent of the Parties. Except as otherwise expressly agreed to in writing by the Parties, Contractor hereby acknowledges and agrees that Contractor's personnel will not begin work under any SOW until such SOW has been executed by both Parties. Contractor assumes all risk and Centene shall have no obligation to pay for any work provided by Contractor's personnel prior to the full execution of an SOW.

1.4 .

2. **Compensation and Expenses**

2.1 Compensation. Subject to the terms and conditions of this Agreement, Company agrees to pay NFPA those amounts set forth in the relevant SOW (the "**Contract Price**") on a project basis for NFPA's complete performance of the applicable Work.

2.2 Progress Payments. If so provided in an SOW, NFPA shall submit to Company a reasonably detailed quarterly progress report describing the Work completed during such week and Company shall make the progress payments set forth in the SOW in connection with the completion of such Work; provided that the Work completed and reported to Company by such dates is reasonably commensurate (compared to the project as a whole) to the level of such payments. Upon request of Company, NFPA shall deliver to Company all or any portion of the Work for which payment has been received by NFPA.

2.3 No Encumbrances. NFPA warrants and guarantees that title to all work, materials and equipment created for Company by NFPA pursuant to this Agreement, whether incorporated in the Work or not, will pass to Company upon receipt of payment by NFPA, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials or equipment created for Company by NFPA pursuant to this Agreement will have been acquired by NFPA, or by any other person performing the Work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by NFPA or such other person.

2.4 Non-Approval of Invoices. Company may decline to approve any invoice, in whole or in part, to the extent necessary to protect Company from loss or potential loss if (i) the quantity or quality of the Work is not in accordance with the requirements of this Agreement; or (ii) any of the representations or certifications of NFPA hereunder or in an invoice is materially false or misleading (including, without limitation, a misrepresentation of the amount of the work completed). When the basis for a determination by Company to disapprove an invoice is removed, Company shall make payment for the amounts withheld on that basis. Company may deduct from any amounts due or to become due to NFPA any sum or sums owing by NFPA to Company; and in the event of any material breach by NFPA of any provision or obligation of this Agreement, Company shall have the right to retain out of any payments due or to become due to NFPA, an amount sufficient to protect Company completely from any and all loss, damage, or expense due to negligence or other fault of NFPA.

2.5 Final Payment. The acceptance of final payment under a specific SOW shall constitute a waiver of all claims by NFPA for additional payment for services thereunder except those previously made in writing and still unsettled. The making of such final payment shall not constitute a waiver of any claims by Company under any warranties, guaranties or indemnities provided for under this Agreement or of any claims arising out of any failure of NFPA to complete the applicable Work in accordance with the requirements of this Agreement or of any other breach of NFPA's obligations under this Agreement.

3. Term, Termination and Cancellation

3.1 Term. Subject to earlier termination under Sections 3.2 and 3.3 below, (i) this Agreement shall commence on the Effective Date and shall continue until for a period of one (1) year (the "**Initial Term**"), and (ii) thereafter, shall automatically renew for successive one (1) year renewal terms (each, a "**Renewal Term**") unless written notice is provided by one Party to the other Party not less than thirty (30) days prior to the expiration of the then current Initial Term or Renewal Term. The Initial Term and Renewal Term(s) shall be collectively referred to herein as the "**Term**". Notwithstanding the foregoing to the contrary, unless terminated by Company pursuant to Section 3.2 and 3.3 below, no termination, expiration or non-renewal, shall affect the term of any SOW executed by the Parties which shall otherwise continue according to its terms and subject to the provisions hereof.

3.2 Termination for Cause. This Agreement may be terminated by either Party upon written notice to the other Party (which notice shall specify the reason for termination and the effective date of such termination), upon or after the occurrence of any of the following events:

A. a breach by the other Party of any of the material representations, warranties, covenants, terms or conditions of this Agreement, which breach is not corrected within fifteen (15) days after receipt of written notification thereof; or

B. the making by the other Party of any general assignment or arrangement for the benefit of creditors; or the appointment of a trustee or receiver to take possession of substantially all of the other Party's assets and/or interest in this Agreement (unless possession is restored within sixty (60) days thereafter); or the attachment, execution, or other judicial seizure of substantially all of the other Party's assets and/or interest in this Agreement (unless such attachment, execution, or seizure is discharged within sixty (60) days thereafter).

3.3 Termination for Convenience. This Agreement or any specific SOW may be terminated by Company at any time, without cause, upon fifteen (15) days prior written notice.

3.4 Responsibilities of the Parties Upon Termination.

3.4.A In the event of a termination of this Agreement or any SOW by Company for cause, Company may finish the Work covered by this Agreement or the specific SOW, as the case may be, by whatever method Company may deem expedient. In such case NFPA shall not be entitled to receive any further payment until such Work is finished and NFPA shall be liable for any direct damages suffered by Company as a result of NFPA's breach of this Agreement.

3.4.B In the event of a termination of this Agreement or any SOW by Company for convenience, NFPA shall be entitled to payment for all Work properly performed in accord with all of the terms and requirements of this Agreement or such specific SOW by NFPA through the effective date of the termination.

3.4.C NFPA shall provide Company with a written statement of any sums due under this Section 3.4 within twenty (20) days of cancellation/termination, together with such receipts and other supporting documentation evidencing such costs as Company may reasonably request.

3.4.D Immediately upon termination of this Agreement or any SOW, NFPA shall deliver to Company all copies of all affected Deliverables (as defined below) and Confidential Information (such delivery of the Work with respect to Company Sites shall be in an industry standard format); provided that, if this Agreement is terminated due to Company's breach, NFPA shall be required

to deliver the Deliverables to Company only after Company has paid NFPA the sums owed NFPA pursuant to Section 2 hereof.

3.5 Notwithstanding the foregoing, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by Company of any right or remedy, including without limitation, any termination right, does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

4. **Independent Contractor**. It is intended that the fees paid to NFPA hereunder will constitute revenues to NFPA and (unless otherwise required by law) Company will not withhold any amounts for local, state, or federal income tax withholding from wages or as employee contributions under the federal Insurance Contribution Act or any other state or federal law. NFPA will file all tax returns and reports required to be filed by it on the basis that NFPA is an independent contractor rather than an employee as defined in Treasury Regulation § 31.3121(d)-1(c)(2). NFPA agrees to be solely responsible for payment of wages and any and all benefits and insurance for its entire personnel performing Work hereunder, including without limitation payment of any and all employment related taxes, unemployment insurance, old age retirement benefits, pensions or annuities and worker's compensation insurance, and will indemnify and save Company harmless from any and all liability for the aforementioned and for claims arising from the aforementioned. NFPA will have no authority to bind or act on behalf of Company.

5. **Representations and Warranties**. NFPA represents and warrants to Company that (a) the Work will be performed in a first-class, professional and workmanlike manner in accordance with the SOW, applicable professional standards and practices, and applicable law; (b) the completed Work shall conform to the requirements and specifications as agreed by the Parties pursuant to this Agreement; (c) neither the Work, any component provided by NFPA, nor the use thereof by Company, shall infringe upon or violate any valid intellectual property right of any third party; (d) NFPA's execution, delivery and performance of this Agreement does not and will not conflict with or result in the breach of or violation of any other agreement, instrument, order, judgment or decree to which NFPA is a party or by which NFPA is bound; (e) NFPA has the right to grant all licenses provided for in this Agreement; and (f) upon the execution and delivery of this Agreement by the Parties, this Agreement will be the valid and binding obligation of NFPA, enforceable in accordance with its terms. Company represents and warrants to NFPA that Company Content provided by Company for the performance of this Agreement shall not, when used as anticipated by this Agreement, infringe upon or violate any valid intellectual property right of any third party; and that Company's execution, delivery and performance of this Agreement does not and will not conflict with or result in the breach of or violation of any other agreement, instrument, order, judgment or decree to which Company is a party or by which Company is bound. NFPA warrants that neither the Work nor any component provided by NFPA contains any "computer viruses", "time bombs", "locks" or "back doors" as those terms are commonly understood in the information processing industry. Specifically, NFPA warrants that the Work contains no code or instructions (including any code or instructions provided by third parties) that may be used to access, modify, delete, damage, or disable any computer programs, data files or other electronically stored information operated or maintained by Company. NFPA warrants that the Work and its source code is sufficiently documented such that those reasonably skilled with respect to the Work could reasonably understand the operation, organization and structure of the Work.

6. **Intellectual Property Rights**.

6.1 As between Company and NFPA, Company shall own all right, title and interest in and to the Company Content. Company hereby grants to NFPA a non-exclusive, non-transferable, limited license, revocable at will by Company, to use the Company Content under the terms and conditions of this

Agreement solely in connection with the SOW. NFPA may only make such copies of the Company Content as may be necessary to perform its obligations under this Agreement. Except for the limited license set forth in this Section 6.1, Company expressly reserves all other rights in and to the Company Content.

6.2 NFPA shall disclose and furnish promptly to Company any and all technical work product, including, but not limited to, computer or other apparatus programs and software, specifications, drawings, records, documentation, writings, drawings, photographs, models, sound recordings, audiovisual records, works of authorship or other creative works, knowledge or data, written, oral or otherwise expressed ("**Work Product**"), originated or developed by NFPA or received by NFPA for the performance of the Work. With respect to Work Product that is computer software, such Work Product shall include a copy of the source code, object code and documentation therefor. All such Work Product shall be Company property, shall be deemed Confidential Information (as defined herein), and may not be used for other purposes except upon such terms as agreed to by Company in writing.

6.3 All Work Product prepared by NFPA in furtherance of its performance the Work shall be deemed to have been prepared for Company and shall be considered as works made for hire and all right, title, and interest in and to the Work Product and it derivatives shall be owned by Company. To the extent that title to any such Work Product, or any intellectual property right therein, may not, by operation of law, vest in Company or such works may not be considered to be work made for hire, all right, title and interest therein (including without limitation all intellectual property rights) shall be, upon payment by Company of all outstanding undisputed invoices for NFPA's services in creating such Work irrevocably assigned to Company. All such materials shall belong exclusively to Company with Company having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. NFPA agrees to give Company and any person designated by Company, at Company's expense any reasonable assistance required to perfect and enforce the rights defined herein.

Company hereby grants to NFPA a non-exclusive, non-transferable, limited license, revocable at will by Company, to use, display, or perform the Work Product solely for its internal business purposes and for the benefit of the NFPA membership.

7. **Confidential Information**.

7.1 Definition. As used herein, "**Confidential Information**" shall mean any business, technical, marketing, financial, customer, vendor, employee, marketing, sales, research and development, or other information communicated by Company, its affiliates or their respective employees, officers, directors, auditors, agents, consultants, and advisors (collectively, "**Representatives**") to NFPA, or such information of Company to which NFPA is exposed, visually, orally, electronically, in writing, or in other form, or which is created, prepared, or developed by NFPA in connection with the performance of the Work, regardless of whether such communication, creation, preparation, or development has occurred prior to the Effective Date, or occurs thereafter. Confidential Information shall not include information which:

7.1.A is or becomes generally known to the public other than as a result of disclosure by NFPA; or

7.1.B is or becomes available to NFPA on a non-confidential basis from a source other than Company, its affiliates or their respective Representatives, provided that, such source is not prohibited from disclosing such information by a contractual, legal, or other obligation.

7.2 Non-Use; Protection and Disclosure of Confidential Information. NFPA shall not use Confidential Information for any purpose other than performing the Work for Company. NFPA shall not disclose Confidential Information to any other person and shall protect the confidentiality of such information.

7.3 Ownership and Return. All Confidential Information shall be the property of Company and/or its Representatives, and no license or other ownership right is granted to NFPA with respect to any Confidential Information. Company may, at any time, request the return of the Confidential Information. In such event, NFPA shall promptly return (or at the option of Company, destroy) any and all Confidential Information. Company shall have no obligation to treat any information disclosed by NFPA as the confidential or proprietary property of NFPA.

7.4 Remedies. The Parties agree that the remedy for breach of this Section 7 may be an action for an injunction for equitable relief, to prevent disclosure or further disclosure or remedy the effects of a disclosure that may have occurred, with respect to which the Parties acknowledge that irreparable harm may result. In seeking temporary or permanent injunctive relief, Company shall not be required to prove actual damages or post a bond or other security. Nothing in this Section 8 shall be construed as preventing any claim for monetary damages which may be brought for breach of this Agreement.

7.5 Survival. The obligations of this Section 7 shall survive any expiration or termination of this Agreement for a period of not less than five (5) years.

8. **Conflicts**. Company is aware that NFPA is actively marketing its services for others. NFPA agrees to promptly notify Company of any potential conflicts of interest arising from NFPA performing services for others. If, in Company's sole discretion, a conflict of interest should arise, Company may immediately terminate this Agreement without penalty.

9. **Competitive Business**. During the Term and for a period of six (6) months after the termination of this Agreement, NFPA agrees that it shall not, either directly or indirectly, provide a services to any Competitive Business (as defined herein) which are the same or similar in nature to the Program under this Agreement. For purposes of this Section, a "**Competitive Business**" is an enterprise that is in the business of offering or providing managed-care services or individual health insurance. NFPA acknowledges that this provision is necessary and appropriate to protect the Company's trade secrets and good will, all of which were developed through Company's investment of significant time, money and effort, and that this provision will not constitute a serious handicap to NFPA in securing future engagements.

NFPA acknowledges and agrees that a violation of this Section 9 would result in irreparable harm and damage to Company not adequately compensable by money damages, and agrees that in the event of such violation that Company shall be entitled to seek injunctive relief including an ex parte temporary restraining order in order to avoid such irreparable harm. In seeking temporary or permanent injunctive relief, Company shall not be required to prove actual damages or post a bond or other security. Nothing in this Section 9 shall be construed as preventing any claim for monetary damages, which may be brought for breach of this Agreement. The covenants, warranties and obligations set forth in this Section 9 shall survive any expiration or termination of this Agreement.

10. **Indemnification**

10.1 NFPA will defend, indemnify and hold harmless Company, its parents, subsidiaries and affiliates and its and their respective officers, directors, employees and agents from and against any

liability, claim, damage, cost or expense (including without limitation reasonable attorneys' fees) (collectively, "**Claims**") paid, suffered or incurred as a result of: (i) any allegation by any third party of any infringement by NFPA of such third party's intellectual property rights with respect to any Work or materials provided by NFPA hereunder or the use thereof by Company; (ii) any willful or negligent act or omission of NFPA , its agents, contractors, officers, directors, or employees; or (iii) any breach of any representation, warranty, covenant, term, condition, duty or obligation of NFPA under this Agreement. Company shall provide NFPA with prompt written notice of any Claim for which it wishes to be indemnified hereunder, and shall provide such assistance in the investigation and defense of such Claim as NFPA may reasonably request.

10.2 Company will defend, indemnify and hold harmless NFPA, its parents, subsidiaries and affiliates and its and their respective officers, directors, employees and agents from and against any liability, claim, damage, cost or expense (including without limitation reasonable attorneys' fees) (collectively, "**NFPA Claims**") paid, suffered or incurred as a result of (i) any infringement of any third party's intellectual property rights that arises out of NFPA's use of Company Content; (ii) any willful or negligent act or omission of Company, its agents, contractors, officers, directors, or employees; or (iii) any breach of any representation, warranty, covenant, term, condition, duty or obligation of Company under this Agreement. NFPA shall provide Company with prompt written notice of any NFPA Claim for which it wishes to be indemnified hereunder, and shall provide such assistance in the investigation and defense of such NFPA Claim as Company may reasonably request.

10.3 With respect to the indemnification obligations of this Section 10, the indemnifying Party shall defend against any Claims or NFPA Claims in such manner as it, in its sole discretion, deems appropriate, including, but not limited to, the unqualified right to enter into any settlement agreement or other arrangement disposing of such claim and shall have complete control of the defense thereof. Notwithstanding the foregoing, the indemnifying Party is not authorized to agree to any settlement which would require the indemnified Party to act or refrain from acting in any specified manner. The indemnifying Party may pay directly to the claimant or plaintiff in any claim, the amount of any award, judgment, settlement or recovery, or execution rendered thereon.

10.4 The indemnified Party agrees to cooperate with the indemnifying Party in connection with a Claim or NFPA Claim as may be deemed reasonably necessary or desirable by the indemnifying Party, but shall be reimbursed for reasonable and actual out of pocket expenses (other than legal fees and expenses) incurred in connection with such cooperation, provided such expenses shall be approved in writing in advance. The indemnified Party may participate in such defense by hiring co-counsel at its own expense.

10.5 The indemnification provisions regarding intellectual property and third party claims shall survive the expiration or termination of this Agreement.

11. **Insurance**

11.1 NFPA will, at its own expense, purchase and maintain at all times during the performance of this Agreement, the following insurance coverage:

11.1.A Workers' Compensation Insurance and Employer's Liability Insurance as required by applicable laws, statutes, and regulations;

11.1.B Comprehensive General Liability Insurance (including completed operations liability coverage and broad form contractual liability coverage) with a combined single limit for bodily

injury (including death) and property damage liability of not less than $1,000,000 per occurrence, and $1,000,000 in the aggregate.

11.2 All insurance required pursuant to Section 11.1.1 hereof will contain waivers of subrogation against Company, its parents, subsidiaries and affiliates. All insurance required pursuant to Section 10.1.2 hereof will name Company, its parents, subsidiaries and affiliates as additional insureds thereunder, and will be primary and not seek contribution from any other insurance available to such entities as insureds or otherwise. It is further agreed that by naming and/or waiving Company, its parents, subsidiaries and affiliates hereunder, none of such entities will be precluded from bringing a claim or claims against NFPA as if it had not been so named and/or waived.

11.3 The foregoing insurance coverage will be effected under valid and enforceable policies which will (i) provide that no cancellation or reduction in such insurance will be effected without giving Company at least thirty (30) days prior written notice; and (ii) be issued by insurers acceptable to Company. Certificates of such insurance will be delivered to Company as evidence of specified insurance coverage upon execution of this Agreement, and thereafter as may be required by Company.

12. **Force Majeure**.

12.1 Neither Party shall be responsible for any resulting loss to the other Party if the fulfillment of any of the terms or provisions of this Agreement is delayed or prevented by strikes, work stoppages, labor unrest, transportation stoppages, riots, wars, acts of terrorism, national emergency, floods, fires, earthquakes, tornadoes, acts of God, or by any other similar cause not within the control of the Party whose performance is interfered with (each, a "**Force Majeure Event**").

12.2 Should NFPA claim that a Force Majeure Event delays or prevents its performance hereunder, NFPA shall promptly notify Company of the circumstances behind such claim, and shall make all commercially reasonable efforts to ensure that the Work required hereunder are performed in a timely manner. Nothing contained in this Section 12 shall be deemed to limit or supersede Company's right to terminate this Agreement.

13. **Notices**. All notices required or permitted hereunder shall be in writing and delivered via (a) personal delivery; (b) a nationally-recognized overnight courier; or (c) certified or registered mail, in all cases postage paid, sent to the Party at the address specified below, or to such other address as a Party may designate by written notice. All notices shall be effective upon receipt or refusal.

To NFPA:	To Company:
National Foster Parent Association 1102 Prairie Ridge Trail Pflugerville, TX 78660 Attn: _____	Centene Corporation 7700 Forsyth Blvd. St. Louis, MO 63105 Attn: General Counsel

14. **Entire Agreement**. This document expresses the entire agreement between the Parties concerning the subject matter hereof and supersedes all previous oral or written agreements or understandings between the Parties concerning the subject matter hereof. No change of this Agreement shall be valid or binding unless expressed in a written document duly signed by the Parties. The failure of either Party to require performance by the other, or the waiver by either Party of a breach of any provision hereof shall in no way affect the required performance at any time thereafter, and shall not constitute a waiver of any provision hereof. If any provision hereof violates any law of any jurisdiction, such provision shall be of no force and effect in such jurisdiction but shall not affect the validity of any other

provision hereof. The Parties acknowledge and agree that in the event any term or provision herein is determined to be unenforceable as written, but could be enforced if limited, then such provision shall be enforced to the fullest extent permitted by law.

15. **Governing Law**. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Missouri as if executed and fully performed in that state, and the Parties consent that any action arising out of this Agreement may be brought in the Circuit Court for the County of St. Louis, Missouri, or the Company States District Court for the Eastern District of Missouri, Eastern Division, and that either such court shall have personal jurisdiction over the Parties with respect to any such action.

16. **Publicity**. NFPA will not, without prior written consent of Company in each instance, use in any advertising, public announcement, press release or any other promotional endeavor any Company trademark, the name of Company or any Company affiliate, or any officer or employee of Company, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof used by Company or its affiliates; or represent, directly or indirectly, that any product or service provided by NFPA has been approved or endorsed by Company, or refer to the existence of this Agreement in press releases, advertising or materials distributed to NFPA's prospective customers.

17. **Subcontractors**. NFPA shall not subcontract any of the Services without Company's written consent. Such consent shall not relieve NFPA of its responsibility for the performance of its obligations under this Agreement. Without limitation of the foregoing, in the event that Company rejects any Work supplied by any subcontractor of NFPA, NFPA shall have full responsibility (as between NFPA and Company) to procure and deliver a replacement Work which is acceptable to Company.

18. **Assignment**. This Agreement may not be assigned by either Party without the prior written consent of the other Party, except that this Agreement shall be assignable and transferable by Company to any parent, subsidiary or affiliate of Company, or to a purchaser of all or substantially all of business or assets of Company upon written notice to NFPA. Any assignment not expressly permitted hereby shall be void and of no effect. This Agreement shall be binding on and inure to the benefit of the respective successors to the Parties, and their permitted assignees.

19. **Miscellaneous**. The recitals are hereby incorporated as part of this Agreement. Any duplicate copy of this Agreement shall be deemed to have the same force and effect as the original. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The failure of either Party to partially or fully exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

(*signature page to follow*)

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the day and year first above written.

NFPA:

National Foster Parent Association

By: _____

Name: _____

Title: President

Company:

Centene Corporation

By: _____

Name: _____

Title: _____

NFPA:

National Foster Parent Association

By: _____

Name: _____

Title: Treasurer

Exhibit A
Statement of Work

This Statement of Work (the "**SOW 1**"), entered into on June ____, 2019 (the "**SOW 1 Effective Date**"**),** is issued under and in accordance with Section 1.1 and the terms and conditions of the Master Services Agreement (the "**Agreement**") dated June ____, 2019 by and between National Foster Parent Association, a _____, with an address of 1102 Prairie Ridge Trail, Pflugerville, TX 78660 ("**NFPA**") and Centene Corporation, a Delaware corporation, with offices located at 7700 Forsyth Blvd., Clayton, Missouri 63105 ("**Company**"), either of which may be referred to individually as a "**Party**", and collectively as the "**Parties**". In the event the terms and conditions of this SOW 1 conflict with the terms of the Agreement, the Agreement shall control.

A. PROJECT SCOPE. NFPA and Company desire to work together to develop curriculum for the training institute which shall be named NFPA Training Institute Sponsored by Centene (the "**Program**"). The Parties shall mutually advertise the Program and shall mutually agree upon the messaging and advertising materials prior to the distribution of such materials. The Parties shall have monthly planning meetings to develop and sustain the Program during the term of this SOW 1.

B. **PROJECT TIMELINE.**

1. Monthly curriculum and training development meetings between Centene and NFPA to continue until December 31, 2020.

2. By September 30, 2019, a project plan will be finalized outlining training curriculum to be developed, responsible parties, and timeframe for completion.

3. Quarterly web based training to be conducted by NFPA with support of Centene's web-based platform before the last day of each quarter (March 31, June 30, September 30, December 31).

C. **TERMINATION.** The term of this SOW 1 shall commence on the SOW 1 Effective Date and shall continue until December 31, 2020 (the "**SOW 1 Term**") unless the Company notifies NFPA of its intent to renew SOW 1 at least thirty days from the end of the SOW 1 Term. In the event the Parties wish to renew SOW 1, the Parties may re-evaluate the current terms and make changes as mutually agreed upon.

D. **CONSULTANT RESPONSIBILITIES.** NFPA shall develop, create and deliver the following Work Products, Deliverables, and tasks:

1. NFPA shall work with Company on development of curriculum for co-facilitated trainings;

2. NFPA shall provide training topics and presenters on a quarterly basis;

3. NFPA shall identify trainers and/or foster or adoptive parents to serve as co-trainers along with Company Foster Care trainers;

4. NFPA shall maintain a repository for recorded trainings accessible by NFPA members;

5. NFPA shall participate with Company in the development of a Foster Care and Adoption Advisory Council to better inform Company programs and policies; and

6. NFPA will assist in connecting Company with NFPA partner state affiliates as requested to assist in business/product development.

E. **COMPANY RESPONSIBILITIES.** Company will provide the website and staff support to conduct webinars and micro-learnings for the Program until such time NFPA is able to secure a means to launch such trainings.

F. **PERFORMANCE STANDARDS.** The parties acknowledge and agree that the Program is intended to be the product of each party's cooperation and contributions in the advancement of the parties' mutual educational goals to create educational materials for the Program. Company and NFPA shall work collaboratively execute the Work diligently using such means and methods as are reasonably within each party's control to achieve completion as scheduled. The following outlines performance standards for the work to be completed by NFPA.

1. Progress Schedule. To enable the Work to be laid out and executed in an orderly and expeditious manner, NFPA, not later than ten (10) days after the date for the commencement of the Work, shall submit to Company a proposed progress schedule, including milestone completion dates and NFPA shall update Company on a quarterly basis to keep Company fully advised with respect to the progress of the Work.

2. Review of the Work Performed by NFPA. The parties shall review the Work together and in the event any portion of the Work supplied by NFPA is rejected by Company, NFPA shall have full responsibility to procure and deliver a replacement work which is acceptable to Company. Company may review all or any portion of the Work prepared by NFPA as it progresses and prior to the receipt of a Notice of Completion. Unless acceptance is otherwise expressly stipulated in a writing by Company, no such review shall constitute an acceptance by Company, it being understood by the Parties that only Work that has been noticed in a Notice of Completion is subject to acceptance pursuant to Section 4 below. Any such review by Company shall not relieve NFPA of any of its obligations under this Agreement.

3. Modifications to the Work Performed by NFPA. NFPA understands that Company may require modifications or changes to the Work prepared by NFPA that require the performance of extra or modified work not included in the SOW. Any such additional item of work performed by NFPA shall be the subject of a written modification to this Agreement setting forth the additional work to be performed and the additional compensation to be paid to NFPA, it being understood and agreed by the Parties that this Agreement does not obligate NFPA to perform any such extra work unless and until such written and signed modification to this Agreement is entered into.

4. Acceptance/Rejection of the Work Performed by NFPA. Upon the completion of any Work supplied by NFPA, and upon determination by NFPA that the particular Work supplied by NFPA satisfies all requirements herein, NFPA shall provide Company with written notice of such completion ("Notice of Completion"). Company shall have thirty (30) days from the date of its receipt of the Notice of Completion ("Acceptance Period") in which to evaluate such Work. Prior to the end of such Acceptance Period, Company shall provide written notice of: (i) acceptance of such Work; or (ii) rejection of such Work, specifying the basis therefor. If Company does not provide written notice of acceptance of the Work, such Work shall be deemed accepted.

5. Resolution of Objections to the Work Performed by NFPA. If Company rejects any Work supplied by NFPA hereunder because it does not conform to the requirements and functionality as provided in this Agreement, NFPA will implement any corrections, amendments or other changes necessary to cause the Work to comply with this SOW 1 within the timeframe agreed upon by the Foster Care Product lead. Upon implementation of such changes, NFPA shall redeliver such Work to Company for acceptance pursuant to the procedure set forth herein.

6. Right of Artistic and Editorial Control. Company shall have exclusive artistic and editorial control

over the Work. NFPA shall not alter, edit, or make any change in the Company Content without Company's prior written approval. As used herein, "Company Content" shall mean all materials provided by Company to NFPA hereunder, including, but not limited to, text, graphics, or materials generated in any form or media. Company Content shall include any materials derived by NFPA from any materials provided by Company.

G. **FEES, EXPENSES AND PAYMENT** Company paid NFPA a sum of Twenty-three Thousand Dollars (USD$23,000.00) on March 31, 2019 for the sponsorship of NFPA Conference. Company will pay the following sums to NFPA for the Program at the end of each annual quarter during the Term:
   1. A sum of Twelve Thousand Dollars (USD$12,000.00) to be paid to NFPA on June 30, 2019;
   2. A sum of Twelve Thousand Dollars (USD$12,000.00) to be paid to NFPA on September 30, 2019;
   3. A sum of Twelve Thousand Dollars (USD$12,000.00) to be paid to NFPA on December 31, 2019.
   4. A sum of Twenty Thousand Dollars (USD$20,000.00) to be paid to NFPA on March 31, 2020 to be allocated for the sponsorship of NFPA Conference;
   5. A sum of Twelve Thousand Dollars (USD$12,000.00) to be paid to NFPA on June 30, 2020;
   6. A sum of Twelve Thousand Dollars (USD$12,000.00) to be paid to NFPA on September 30, 2020; and
   7. A sum of Twelve Thousand Dollars (USD$12,000.00) to be paid to NFPA on December 31, 2020.

H. **DISPUTES PROCESS/ESCALATION PROCEDURES.** The Parties will attempt good faith discussions to resolve any dispute, claim or controversy arising out of or relating to this SOW 1. If the Parties are unable to resolve such dispute, claim or controversy through good faith discussions, senior level management representatives from each Party (such as a Senior Vice President or above) shall meet and attempt to resolve the dispute in Clayton, MO, or other mutually agreed upon location, within thirty (30) calendar days of one Party's submission of a request for such a meeting. If the dispute is not resolved at such a meeting, either Party may pursue its available legal rights and remedies after the passage of such thirty (30) day period.

NFPA:	Company:
National Foster Parent Association	Centene Corporation
By: _____	By: _____
Name: _____	Name: _____
Title: President	Title: _____

NFPA:

National Foster Parent Association

By: _____

Name: _____

Title: Treasurer