STATEMENT OF WORK NO. 2 TO MASTER SERVICES AGREEMENT

THIS STATEMENT OF WORK ("SOW") is made November 2, 2020 by and between National Foster Parent Association, (“Vendor”) and Centene Corporation. ("Centene"). The parties entered into that certain Master Services Agreement dated August 31, 2019 (the "Agreement"). This SOW is incorporated into and governed by the Agreement.

I. SUMMARY OF SCOPE OF WORK

II. 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 2.

NFPA and Company desire to identify a student intern for each college session term to research and develop solutions to address disproportionality within the NFPA organization and it’s functions. NFPA will include Centene in selection of the candidates and will allow Centene to leverage the work that is produced from the interns.

II. CENTENE'S RESPONSIBILITIES

Company will continue to collaborate in development and support of webinars and micro-learnings for the Program . Centene will also participate in the selection of student interns.

III. VENDOR'S DELIVERABLES

As part of The Training Institute, 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.
7. NFPA will recruit and identify a student intern for each 2021 college session term.

IV. 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 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 notices 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.

V. OUT OF SCOPE – N/A

VI. SOW TERM

The Initial Term of this Statement of Work shall be from October 9, 2020 until December 30, 2021 Upon the expiration of the Initial Term, Centene shall have the right to renew this Statement of Work by giving Vendor written notice of renewal at least thirty, (30) days prior to the expiration of the then-current term.

VII. COMPENSATION

Centene will pay the following sums to NFPA for the Program at the end of each annual quarter during the Term:

1. A sum of Twenty Thousand Dollars (USD$20,000.00) to be paid to NFPA on March 31, 2021 to be allocated for the sponsorship of NFPA Conference;
2. A sum of Twelve Thousand Dollars (USD$12,000.00) to be paid to NFPA on June 30, 2021;
3. A sum of Twelve Thousand Dollars (USD$12,000.00) to be paid to NFPA on September 30, 2021;
4. A sum of Twelve Thousand Dollars (USD$12,000.00) to be paid to NFPA on December 31, 2021.
5. A sum of Two Thousand Five Hundred Dollars (USD $2,500) to be paid to NFPA on January 1, 2021 or upon selection of first intern.
6. A sum of Two Thousand Five Hundred Dollars (USD $2,500) to NFPA on June 1, 2021 or upon selection of second term.

Travel Expenses

Pass-Through Expense	Estimated Amount
Travel and lodging	$0

VIII. MSA OVERRIDE-

Any disputes that may arise from this SOW will follow the Dispute Resolution Addendum.

The parties' duly authorized representatives have executed this SOW as of the date first written above.

CENTENE CORPORATION

By: _____

Print Name: _____

Title: _____

National Foster Parent Association

By: _____

Print Name: _____

Title: President

National Foster Parent Association

By: _____

Print Name: _____

Title: Treasurer

DISPUTE RESOLUTION ADDENDUM

1 DISPUTE RESOLUTION

Any dispute between the parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement or with respect to performance by a party, will be resolved as provided in this Dispute Resolution Addendum (Dispute Resolution).

1.1 Informal Dispute Resolution

(a) The parties initially will attempt to resolve any dispute arising out of or relating to this Agreement informally in accordance with the following:

(i) Within ten (10) days after a party receives notice of a dispute from the other party ("Dispute Date"), it will designate a senior representative (i.e., a person whose rank within the company is superior to, in the case of Vendor, the Client Partner, and in the case of Centene, the Centene Program Manager) who does not devote substantially all of his time to performance under this Agreement, who will offer to meet with the designated senior representative of the other party for the purpose of attempting to resolve the dispute amicably.

(ii) The appointed representatives will meet promptly to discuss the dispute and attempt to resolve it without the necessity of any formal proceeding. They will meet as often as the parties deem necessary in order that each party may be fully advised of the other's position. During the course of discussion, all reasonable requests made by one party to the other for non-privileged information reasonably related to the matters in dispute will be honored promptly.

(iii) The specific format for the discussions will be left to the discretion of the appointed representatives.

(b) Formal dispute resolution may be commenced by a party upon the first to occur of any of the following:

(i) the appointed representatives conclude in good faith that amicable resolution of the dispute through continued negotiation does not appear likely;

(ii) thirty-five (35) days have passed from the Dispute Date (this period will be deemed to run notwithstanding any claim that the process described in this Section 1.1 (Informal Dispute Resolution) was not followed or completed); or

(iii) commencement of formal dispute resolution is deemed appropriate by a party to avoid the expiration of an applicable limitations period or to preserve a superior position with respect to other creditors, or a party makes a good faith determination that a breach of this Agreement by the other party is such that a temporary restraining order or other injunctive or conservatory relief is necessary.

1.2 Litigation

For all litigation which may arise with respect this Agreement, the parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any claim of forum non conveniens and any objections as to laying of venue) of (a) the state court in St. Louis, Missouri with subject matter jurisdiction, or (b) if no such court has subject matter jurisdiction, to the federal court in St. Louis, Missouri with subject matter jurisdiction in connection with any action, suit or proceeding arising out of or relating to this Agreement. The parties further consent to the jurisdiction of any court located within a district that encompasses assets of a party against which a judgment has been rendered for the enforcement of such judgment or award against the assets of such party.

1.3 Continued Performance

Each party agrees (a) to continue performing its obligations under this Agreement while a dispute is being resolved except (and then only) to the extent performance is prevented by the other party or the issue in dispute precludes performance, and (b) not to take any action that intentionally obstructs, delays, or reduces in any way the performance of such obligations. For the avoidance of doubt, a good faith dispute regarding invoiced Charges and Centene's withholding payment of disputed charges as permitted under this Agreement will not be considered to prevent Vendor from performing the Services or preclude performance

by Vendor, nor will this Section 1.3 be interpreted to limit either party's right to terminate this Agreement as provided in Section 8 (Term and Termination).