

INDEPENDENT SALES AGENT AGREEMENT

This Agreement, effective _____ (the "Effective Date") is made by and between Centene Corporation on behalf of itself and its Affiliates (collectively referred to as "Centene") and _____ ("Independent Agent") for the purpose of setting forth the terms and conditions under which Independent Agent shall provide certain services to Centene for the solicitation of Medicare Advantage Plans. For services rendered on or after the Effective Date, this Agreement supersedes and replaces any existing agreement(s) between the parties or between Independent Agent and a Centene affiliate relating to the same subject matter.

SECTION 1 Definitions

- 1.1 Affiliate:** A health plan affiliate of Centene that has entered into a contract with CMS to be a Medicare Advantage Organization and offers one or more Medicare Advantage Plans in its Defined Service Area.
- 1.2 Agent:** An Independent Agent, employee or independent contractor of Independent Agent who is appointed by Centene to market the Medicare Advantage Plans and licensed by the applicable State insurance regulatory agency.
- 1.3 Centers for Medicare and Medicaid Services ("CMS"):** The Federal agency responsible for the oversight and regulatory compliance of Medicare Advantage Organizations.
- 1.4 Defined Service Area:** The geographic area in which Independent Agent may solicit enrollment of Enrolling Persons under this Agreement and limited to the jurisdiction(s) in which Centene is licensed and operates as a Medicare Advantage Organization and approved by CMS.
- 1.5 Enrolling Person:** A Medicare eligible individual solicited under this Agreement who:
 - a. Is located in the Defined Service Area;
 - b. Is eligible to receive Medicare benefits; and
 - c. Is approved by Centene and CMS and is accepted for enrollment under a Medicare Advantage Plan issued by Centene.
- 1.6 Independent Agent:** The above named agency that:
 - a. Is duly licensed pursuant to the jurisdiction(s) in which such Independent Agent intends to solicit Enrolling Persons;
 - b. Is approved and appointed (if applicable) by Centene to solicit enrollment of Enrolling Persons under this Agreement; and
 - c. Has executed this Independent Agent Agreement with Centene to solicit enrollment of Enrolling Persons under this Agreement.
- 1.7 Independent Agent Code of Ethics:** The code of ethical conduct that Independent Agent, under this Agreement, agrees to adhere to when acting on behalf of or representing Centene at any time; such code is attached as Appendix B and is hereby incorporated into this Agreement.

- 7.3 Compliance with State and Federal Regulations:** Independent Agent acknowledges that Centene and/or its affiliates may be government contractors. Accordingly, Independent Agent agrees to comply with all applicable State and Federal statutes and regulations and CMS guidelines governing this plan. Independent Agent shall comply with the terms and conditions of Exhibit A, CMS Requirements.
- 7.4 Amendment:** Except as otherwise specified in this Agreement, the Agreement may be amended or modified by Centene. Such amendments or modifications shall become effective immediately upon the mailing of the amendment or modification, unless Centene indicates otherwise in the amendment or modification.
- 7.5 Assignment:** Centene may assign all or any of its rights and responsibilities under this Agreement to any entity controlling, controlled by, or under common control with Centene. Independent Agent acknowledges that persons and entities under contract with Centene may perform certain administrative services under this Agreement. Independent Agent may not assign any of its rights, responsibilities or compensation payable under this Agreement to any person or entity without the prior written consent of Centene.
- 7.6 Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the parties. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, among the parties with respect to the subject matter hereof, which are terminated as of the date this Agreement is signed by the parties. This agreement encompasses all Current and Expansion Markets Centene is and will be marketing.
- 7.7 Waiver:** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.
- 7.8 Severability:** The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof.
- 7.9 Governing Law:** Except to the extent preempted by Federal law, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri.
- 7.10 Notices:** Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or mailed by first-class mail, postage prepaid, to the person and address specified below with respect to Centene:

Katie Guhr, Vice President
7700 Forsyth Blvd., Suite 500
St. Louis, MO 63105

and to the person and address specified below with respect to Independent Agent:

or to such other address or addressee as either party may from time to time designate to the others by written notice. Any such notice or other communication shall be deemed to be given as of the date it is personally delivered or when placed in the mail in the manner specified.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CENTENE CORPORATION:

INDEPENDENT AGENT:

By: _____ **X By:** _____

Title: _____ **Title:** _____

Dated: _____ **Dated:** _____

Tax ID: _____

APPENDIX B
Business Ethics and Conduct Policy (Code of Conduct)

As a healthcare leader, Centene Corporation is committed to providing the best value and service to its members and potential members. To continue this leadership role, we depend upon all persons representing Centene to exhibit outstanding ethics and integrity. Each Independent Agent subscribes to this Code of Ethics, all CMS regulations, and all State laws as an expression of personal commitment to honest marketing practices and recognizes that any violation of this code will subject him/her to termination and/or possible legal action as specified in both CMS and State guidelines.

1. All representatives of Centene's product(s) will conduct themselves professionally, giving courtesy and dignity. Independent Agent will display respect for the rights and reasonable requests of prospective enrollees at all times.
2. Independent Agent will base their presentations on the merit and quality of the respective products. Independent Agent will not disparage competitors or their products.
3. Independent Agent must always give clear and accurate information regarding products. Independent Agent will not use false, misleading, untrue or exaggerated Statements.
4. Independent Agent must make certain that all information on the enrollment application is complete, accurate and legible.
5. Independent Agent may indicate that Affiliates' Medicare Advantage Plan benefits meet criteria specified by the Federal Government. Independent Agent will never imply that their visit is in any way connected with the government or approved by a particular governmental agency. Promotional pieces utilized by a representative must have prior approval by Centene and may not imply in any way that the product is endorsed by the Federal Government or any of its agencies. Independent Agents may not canvas on a door-to-door basis to obtain appointments.
6. Independent Agent must observe Centene's policy of non-discrimination by reason of race, creed, color, sex, age, national origin or any other basis prohibited by law.
7. INDEPENDENT AGENT may not conduct underwriting of any form or discourage prospective members from enrolling in a Medicare Advantage Plan based on their health status alone, except as permitted by CMS regulations; e.g., End Stage Renal Disease (ESRD).
8. All information relative to a member or prospective member must be kept confidential. At no time can a member or prospective member's information be provided to or sold to any third party.
9. Independent Agent will use only CMS and Centene-approved marketing material and will conduct all marketing activities according to CMS' and Centene's Marketing standards and guidelines.

I have read and will comply with the Code of Ethics listed above.

INDEPENDENT AGENT:

X

Signature

Date

APPENDIX C
HIPAA Business Associate Agreement

This **BUSINESS ASSOCIATE AGREEMENT** (“Agreement”) is entered into on this _____ (“Date”) by and between Centene Corporation (“Centene”) on behalf of itself and its affiliates that are Medicare Advantage organizations (“Covered Entity”) and Independent Agent (“Business Associate”).

WHEREAS, pursuant to an agreement entered into by and between Covered Entity and Business Associate (“Independent Sales Agent Agreement”), Business Associate provides certain functions, activities and/or services (collectively, “Services”) to Covered Entity;

WHEREAS, in connection with such Services, Covered Entity will make available and/or transfer to Business Associate, or Business Associate will create on behalf of Covered Entity, certain Protected Health Information, (as such term is defined at 45 C.F.R. § 164.501, “PHI”); and

WHEREAS, pursuant to the authorities set forth above, Business Associate may use or disclose PHI only in accordance with this Agreement.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

- 1. Definitions:** The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and the implementing regulations thereunder, including but not limited to the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the “Privacy Rule”) and the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. Parts 160 and 164 (the “Security Rule”), as may be amended from time to time, shall collectively be referred to herein as (the “HIPAA Authorities”). All other capitalized terms hereunder shall have the meaning ascribed to them elsewhere in this Agreement, or, if no such definition is specified herein, shall have the meaning set forth in the HIPAA Authorities.
- 2. Interpretation of Provisions of this Agreement:** In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Authorities, the terms of the HIPAA Authorities shall prevail. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Authorities. A reference in this Agreement to a section in the HIPAA Authorities means the section in effect or as amended. Titles or headings are used in this Agreement for reference only and shall not have any effect on the interpretation of this Agreement.
- 3. Obligations of Business Associate:**
 - 3.1 Limits on Use and Disclosure:** Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
 - 3.2 Safeguards:** Business Associate agrees to use reasonable and appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.

- 10.6 Entire Agreement; Amendment:** This document, together with any written Schedules, amendments and addenda, constitutes the entire agreement of the parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Authorities and HIPAA. Any modifications to this Agreement shall be valid only if such modifications are in accordance with the HIPAA Authorities, are made in writing, and are signed by a duly authorized agent of both parties.
- 10.7 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri to the extent that the HIPAA Authorities do not preempt the same.
- 10.8 Notice:** Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, to the following address:

If Covered Entity:

Name: Katie Guhr

Title: Vice President of
Medicare Product, Strategy and Sales

Company Name:
Centene Corporation

Company Address:
7700 Forsyth Blvd
St. Louis, MO 63105

Phone: (314) 236-8334

If Business Associate:

Name: _____

Title: _____

Company Name:

Company Address:

Phone: _____

- 10.9 Independent Contractors:** For purposes of this Agreement, Covered Entity and Business Associate are and will act at all times as independent contractors. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the parties.

Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that Independent Agent has been duly authorized and empowered to enter into this Agreement.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____ **X** **By:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____



Automated Clearing House (ACH) Vendor Payment Authorization Form

Centene Corporation offers the option of receiving payments via ACH to our vendors. Payments will be electronically deposited into your company's designated bank account below through ACH. An ACH payment remittance advice will be delivered via the email address specified on the form below. ACH terms are NET 30, but the contractual terms can override this. The form is to be completed by the vendor and must contain the signature of a company authorized individual.

Vendor Name	
Contact Name	
Contact Title	
Email for ACH remittance (required)	
Financial Institution Information	
Bank Name	
Nine-Digit ACH Routing Transit Number	
Account Number	
Account Type	
Authorization	
I hereby authorize Centene Corporation to electronically credit the account above for payments (and, if necessary, electronically debit the account to correct erroneous credits). I understand that this authorization will remain in full force and effect until Centene Corporation receives written notification of its termination. Notification must be sent to ACCOUNTSPAYABLE@CENTENE.COM at least three (3) days in advance of the effective date of termination.	
Name	
Signature (required)	
Title	
Date	
SCAN FORM & EMAIL TO APVENDORFORMS@CENTENE.COM (must include signature)	

External Agent Onboarding Checklist

To be completed by Agent/Agency:

Agent First Name:	Agent Middle Name:	Agent Last Name:
Agent Address:	Agent City:	Agent State:
Agent Zip Code:	Agent Phone:	Agent Email Address:
SSN: _____-_____-_____	DOB: ____/____/____	Bilingual? <input type="checkbox"/> Yes <input type="checkbox"/> No
State(s) where agent/agency principal is licensed and will be selling (check all that apply): <input type="checkbox"/> Arizona <input type="checkbox"/> Florida <input type="checkbox"/> Georgia <input type="checkbox"/> Ohio <input type="checkbox"/> Texas <input type="checkbox"/> Wisconsin	NPN: _____	Centene Markets where agent will be selling (check all that apply): <input type="checkbox"/> Bridgeway Health Solutions-A Z <input type="checkbox"/> Sunshine Health – FL <input type="checkbox"/> Peach State Health Plan - GA <input type="checkbox"/> Buckeye Health Plan - OH <input type="checkbox"/> Superior Health Plan – TX <input type="checkbox"/> Managed Health Services – WI
General Agency (if applicable):	License Number: _____	License Expiration Date: ____/____/____

Consumer Authorization

Authorization: By signing below, you authorize: (a) General Information Services, Inc. ("GIS") to request information about you from any public or private information source; (b) anyone to provide information about you to GIS; (c) GIS to provide us, **Centene Corporation**, one or more reports based on that information; and (d) us to share those reports with others for legitimate business purposes related to your employment. GIS may investigate your education, work history, professional licenses and credentials, references, address history, social security number validity, right to work, criminal record, lawsuits, driving record, credit history, and any other information with public or private information sources. You acknowledge that a fax, image, or copy of this authorization is as valid as the original. You make this authorization to be valid for as long as you are a candidate or employee with us.

The Consumer Financial Protection Bureau's "Summary of Your Rights under the Fair Credit Reporting Act" is attached to this authorization. If you are a New York resident, a copy of New York's law on the use of criminal records is attached. By signing below, you acknowledge receipt of these documents.

Personal Information: Please print the information requested below to identify yourself for GIS.

Printed name:

First	Middle (<input type="checkbox"/> none)	Last
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Other names used:

Current and former addresses:

current			
from Mo/Yr	to Mo/Yr	Street	City, State & Zip
from Mo/Yr	to Mo/Yr	Street	City, State & Zip
from Mo/Yr	to Mo/Yr	Street	City, State & Zip

Some government agencies and other information sources require the following information when checking for records. GIS will not use it for any other purposes.

Date of birth

Social security number

Driver's license number & state

Name as it appears on license

Report Copy: If you are applying for a job or live in California, Minnesota, or Oklahoma, you may request a copy of the report by checking this box: ☐.

X

Signature

Date

Consumer Disclosure

We, Centene Corporation, will obtain one or more consumer reports or investigative consumer reports (or both) about you for employment purposes. These purposes may include hiring, contract, assignment, promotion, re-assignment, and termination. The reports will include information about your character, general reputation, personal characteristics, and mode of living.

We will obtain these reports through a consumer reporting agency. Our consumer reporting agency is General Information Services, Inc. GIS's address is P.O. Box 353, Chapin, SC 29036. GIS's telephone number is (866) 265-4917. GIS's website is at www.geninfo.com, where you can find information about GIS's international privacy practices.

To prepare the reports, GIS may investigate your education, work history, professional licenses and credentials, references, address history, social security number validity, right to work, criminal record, lawsuits, driving record, credit history, and any other information with public or private information sources.

You may obtain a copy of any report that GIS provides and GIS's files about you (in person, by mail, or by phone) by providing identification to GIS. If you do, GIS will provide you help to understand the files, including trained personnel and an explanation of any codes. Another person may accompany you by providing identification.

If GIS obtains any information by interview, you have the right to obtain a complete and accurate disclosure of the scope and nature of the investigation performed.

Please sign below to acknowledge your receipt of this disclosure.

X

Signature

Date

Printed Name