

**NON-DISCLOSURE – CONFLICT OF INTEREST AGREEMENT  
FOR STATE EMPLOYEES AND CONTRACTED STATE EMPLOYEES INVOLVED  
IN THE BID AND EVALUATION OF A  
STATE OF KANSAS REQUEST FOR PROPOSAL**

I, the undersigned, acknowledge, understand, and agree that I, **Grant Lee Askew**, (hereinafter referred to as "Employee"), will receive information furnished to me (both written and oral) regarding Bid Event # **EVT0009267** entitled "**KanCare, Medicaid, & CHIPS**" (hereinafter referred to as "RFP") and that this information may include technical responses, cost responses and other information (hereinafter referred to as "Bid Documents") concerning this RFP. In consideration of being assigned to work on the RFP, and through that continuing employment with or providing services to the State of Kansas, the receipt and sufficiency of which is acknowledged, Employee understands and agrees to the following:

**I. Information to be Confidential:** Confidential information includes all but not limited to Bid Documents, all information related to the RFP, and any discussions held to discuss Bid Documents and this RFP.

**II. Safeguarding of Information and Documents:** Employee shall not use, disclose, communicate, or divulge this confidential information to any person or entity, other than State of Kansas employees or contractors who have been assigned to assist with this RFP process or consultants retained for the purpose of completing this RFP bidding process, or use this confidential information for Employee's personal use or as otherwise stated herein. Employee shall take all necessary and reasonable steps to ensure that such confidential information, given to, or obtained by Employee, regarding Bid Documents and information related to the RFP shall remain confidential and shall not be disclosed or revealed to anyone or anything not directly involved in the RFP process until after a contract has been executed by all parties or until all such bids have been rejected.

**III. Conflict of Interest:** Employee represents that no real or apparent conflict of interest is present with Employee regarding this RFP. If Employee becomes aware of a real or apparent conflict of interest, Employee shall immediately notify the State as indicated in Section VIII. An example of a conflict of interest as contemplated herein, would be when the Employee or any member of Employee's immediate family, or an organization which employs or is about to employ Employee or any member of Employee's immediate family, has a financial or other interest in a bidder submitting a response to the RFP. Immediate family is defined as the Employee's parents, children, siblings, or a spouse. Employee acknowledges that pursuant to K.S.A. 46-233, Employee is prohibited from accepting employment with a contractor as a State employee with whom Employee participated in the making of the contract for two (2) years after the end of the contract or two (2) years after Employee's employment with the State ends, whichever is sooner. This prohibition does not apply if Employee was laid off from state employment. Employee shall follow all local, state and federal laws, including but not limited to laws relating to conflicts of interest while being employed by the State of Kansas.

**IV. Change in Employment Status:** If Employee leaves State employment or accepts another position within the State before a contract has been executed by all parties or all such bids have been rejected regarding the RFP that this obligation of non-disclosure continues until a contract has been executed by all parties or until all such bids have been rejected.

**V. Disciplinary Action:** Any violation of this non-disclosure agreement may result in the Employee's exclusion from discussions or negotiations regarding the RFP and possibly in a contract cancellation of any contract awarded to a proposer, which could cause irreparable harm to the State. Violation of this non-disclosure agreement may cause disciplinary action to be taken against Employee up to and including termination of employment. The State of Kansas reserves the right to pursue, at their discretion, any other legal remedies against Employee as permitted by law, including but not limited to, breach of this non-disclosure agreement.

**VI. Governing Law:** This non-disclosure agreement shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas on the earlier of the two dates indicated

in the signature boxes located in Section X. Jurisdiction and venue shall be in District Court of Shawnee County, Topeka, Shawnee County, Kansas.

**VII. Injunctive Relief:** Any misappropriation of any of the confidential information in violation of this non-disclosure agreement may cause the State irreparable harm, the amount of which may be difficult to ascertain, and therefore the State shall have the right to apply to the District Court of Shawnee County for an order enjoining any misappropriation and for such other relief as the State deems appropriate. This right shall be in addition to the remedies otherwise available to the State under the law and equity. For purposes of this non-disclosure agreement, "misappropriation" means the acquisition, use or disclosure of confidential information as defined herein directly or indirectly where the Employee acquired the information through improper means or under circumstances giving rise to a duty to maintain its secrecy or limited use.

**VIII. Notice:** Employee will notify the State of Kansas in writing promptly upon becoming aware of any unauthorized use or disclosure of this confidential information, of any real or apparent conflict of interest or any breach of this non-disclosure agreement. Notice shall be provided to the following addresses:

State of Kansas  
Director of Purchases  
900 SW Jackson Avenue, Room 451S  
Topeka, KS 66612


All Notices from the State of Kansas to Employee shall be provided to the following address:

Employee Name: Grant Lee Askew  
Address: 900 SW Jackson, Suite 451-S  
City, State Zip: Topeka, KS 66612-1216


**IX. Assignments:** Neither this non-disclosure agreement nor Employee's rights or obligations hereunder may be assigned without prior written approval from both Parties.

**X. General:** This non-disclosure agreement is the entire understanding between the State of Kansas and Employee as to the subject matter herein. No modification to this non-disclosure agreement shall be binding upon the State of Kansas and Employee unless evidenced in writing and signed by both Parties. Headings in this non-disclosure agreement shall not be used to interpret or construe its provisions. The alleged invalidity of any term shall not affect the validity of any other term. This non-disclosure agreement may be executed in counterparts.

**State Employee**

Signature:   
Name and Title: Grant Lee Askew/ Procurement Officer  
Date: 10.4.2023

**Kansas Department of Administration**

Signature:   
Name and Title: Amanda Acuna - Procurement Officer  
Date: 10/9/2023