

**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, Todd Herman (hereinafter referred to as "Employee"), will receive information furnished to me (both written and oral) regarding Bid Event# EVT0009267 entitled KanCare Medicaid & CHIP Capitated Managed Care (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 the State of Kansas, the receipt and sufficiency of which is acknowledged, I understand and agree to the following:

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

II. Safeguarding of Information and Documents: By signing this agreement, I agree not to use, disclose, communicate, or divulge this confidential information to any person or entity, other than other State of Kansas employees 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 my own personal use or as otherwise stated herein. I further agree to take all necessary and reasonable steps to ensure that such confidential information, given to, or obtained by me, 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: By signing this agreement, I agree that I have no real or apparent conflict of interest regarding this RFP. If I become aware of a real or apparent conflict of interest at a later date, I agree to immediately notify the State as indicated in Section VIII. Such a conflict would arise when I or any member of my immediate family, or an organization which employs or is about to employ me or any member of my immediate family, has a financial or other interest in a bidder submitting a response to the RFP. Immediate family is defined as parents, children, siblings or a spouse. Further, I acknowledge that Kansas law prohibits me from accepting employment with a contractor for two (2) years after the end of the contract or two (2) years after my employments with the state ends, whichever is sooner, if I participated in the making of a contract with that contractor. This prohibition does not apply if I was laid off from state employment.

IV. Change in Employment Status: I further acknowledge and agree that if I leave State employment or accept 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: I acknowledge and agree that any violation of this confidentiality agreement may result in my exclusion from further 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. I understand that violation of this agreement may cause disciplinary action to be taken against me up to and including termination of my employment. I further acknowledge and understand that the State of Kansas reserves the right to pursue, at their discretion, any other legal remedies against me as permitted by law, including but not limited to for breach of this agreement.

VI. Governing Law: This agreement shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas on the date indicated below. 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 agreement may cause the State irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that the State shall have the right to apply to the District Court of Shawnee County for an order enjoining any such further 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 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 understands and agrees that 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 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: Todd Herman
Address: 900 SW Jackson, Suite 451-S
City, State Zip: Topeka, KS 66612


IX. Assignments: Neither this Agreement nor Employee's rights or obligations hereunder may be assigned without prior written approval from both parties.

X. General: This Agreement is the entire understanding between the State of Kansas and Employee as to its subject matter. No modification to this Agreement shall be binding upon the State of Kansas and Employee unless evidenced in writing and signed by both Parties. Headings in this 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 Agreement may be executed in counterparts.

State Employee

Signature: 
Name and Title: Todd Herman – OPC Director
Date: 9/20/2023

Kansas Department of Administration

Signature: 
Name and Title: Amanda Acuna - Procurement Officer
Date: 9/20/2023