

**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, acknowledges, understands and agrees that Mercer Health & Benefits LLC (hereinafter referred to as "Contractor"), will receive information furnished to it (both written and oral) regarding Bid Event# EVT0009267 entitled KanCare Medicaid & CHIP Capitated Managed Care Request for Proposal (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 providing services to the State of Kansas, the receipt and sufficiency of which is acknowledged, Contractor understands and agrees 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 RFP.

II. Safeguarding of Information and Documents: Contractor 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 Contractor's personal use or as otherwise stated herein. Contractor shall take all necessary and reasonable steps to ensure that such confidential information, given to, or obtained by Contractor, 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: Contractor represents that no real or apparent conflict of interest is present with Contractor regarding this RFP. If Contractor becomes aware of a real or apparent conflict of interest, Contractor shall immediately notify the State as indicated in Section VIII.

IV. Change in Employment Status: NOT APPLICABLE.

V. Disciplinary Action: Any violation of this non-disclosure agreement may result in the Contractor'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. The State of Kansas reserves the right to pursue, at their discretion, any other legal remedies against Contractor 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 Contractor acquired the information through improper means or under circumstances giving rise to a duty to maintain its secrecy or limited use.

VIII. Notice: Contractor 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 Contractor shall be provided to the following address:

Contractor Name: Mercer Health & Benefits LLC
Address: 1166 Avenue of the Americas
City, State Zip: New York, NY 10036

IX. Assignments: Neither this non-disclosure agreement nor Contractor'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 Contractor as to the subject matter herein. No modification to this non-disclosure agreement shall be binding upon the State of Kansas and Contractor 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.

Mercer Health & Benefits LLC

Signature: Michele P. Walker

Name and Title: Michele Puccinelli Walker, Principal

Date: September 28, 2023

Kansas Department of Administration

Signature: Todd Herman

Name and Title: Todd Herman - Director, Office of Procurement and Contracts

Date: 9/29/2023