AGREEMENT

1. **Parties**. This Agreement is hereby entered into by:

a. Kansas Department of Aging and Disability Services ("KDADS");
b. Kansas Department of Health and Environment ("KDHE");
c. Topeka Independent Living Resource Center ("TILRC") through their counsel:
    i. Disability Rights Center of Kansas ("DRC");
    ii. Center for Public Representation; ("CPR");
    iii. AARP Foundation Legal ("AFL"); and
    iv. Shook, Hardy & Bacon, LLP ("Shook"); and
d. Individuals with mental illness living in Nursing Facilities for Mental Health ("NFMH residents") as constituents of DRC.

KDADS and KDHE shall collectively be referred to as "the State." TILRC and DRC, in its representative capacity, shall collectively be referred to as "Aggrieved Party". The State and Aggrieved Party shall be individually referred to as a "Party" and shall be collectively referred to as the "Parties."

2. **Purpose and Goals of Agreement**. In a letter dated June 18, 2020, (and attached to this Agreement as Appendix A), DRC, CPR, AFL, and Shook advanced certain legal contentions on behalf of Aggrieved Party concerning the alleged institutionalization of Kansas residents in NFMHs. The State denies that its operation of NFMHs in any way violates federal or state law. The purpose of this Agreement is to avoid any legal dispute and to work cooperatively to achieve the transition of NFMH residents into integrated settings with appropriate community-based services and to avoid unnecessary admissions to NFMHs, without the need for litigation and consistent with the following mutually agreed goals to promote and further community integration:

a. All persons with disabilities who are in, or at serious risk of being admitted to, a NFMH will be provided appropriate supports so that they can live, work, and engage in leisure activities in the most integrated environment possible.

b. Transition planning will be person-centered, begin at the time of admission, be based upon the presumption that individuals with disabilities in NFMHs can live productive lives in the community, include all needed specialized services, identify the services and supports that each individual needs to transition and live in the community, and address any obstacles or barriers to transition.

c. Persons with disabilities in NFMHs will be afforded sufficient information, opportunities, supports, and accommodations to make an informed choice whether to remain in a segregated institution or to transition to the community.

d. All persons with disabilities who are in NFMHs, or at risk of admission to NFMHs, will have access to adequate and appropriate services and supports in the community, provided with sufficient intensity, frequency, and duration, in order to live and work in the most integrated setting.

e. The State's CARE/PASRR program will screen all prospective NFMH residents to determine whether they can be adequately served in a more integrated setting, and, where possible, divert prospective residents to more integrated settings with supportive services. The CARE/PASRR program will also identify, for each individual who requires nursing facility level of care, a robust array of specialized services, provided both in the facility and in the community.

f. People with disabilities will have consistent access in all parts of the State of Kansas to qualified providers who deliver services and supports, consistent with professional standards, necessary to ensure that they live fully integrated lives in their own communities.

g. Kansas officials will generate and report sufficient data and have sufficient capacity to monitor compliance with their obligations under PASRR, the ADA, and state policies, procedures, and practices.

3. **Term of the Agreement**. This Agreement shall be in effect from the Effective Date, as defined in this Agreement, until July 1, 2029, unless terminated earlier as provided below.

4. **Definitions**. For purposes of this Agreement, the following terms have the following meanings.

a. **At Risk Population** means individuals who were screened and received a Level II PASRR Evaluation at any time during the Term of this Agreement, except individuals who meet the statutory criteria for involuntary commitment to a state hospital or who request a voluntary admission to a state hospital.

b. **Effective Date** means the date on which all parties to this Agreement execute the Agreement.

c. **NFMH** means Kansas' Nursing Facilities for Mental Health, which are licensed pursuant to K.S.A. 39-923, et seq.

d. **NFMH Population** means individuals who have been in the NFMHs at any time during the Term of this Agreement.

e. **Resident** means an individual who resides in a NFMH during the Term of the Agreement.

f. **State** means the Secretary of the Kansas Department for Aging and Disability Services and the Secretary of the Kansas Department of Health and Environment, and their employees, providers, contractors, and assigns.

g. **Supported Employment** means the best-practice model of IPS and other evidence-based supported employment models.

h. **Supported Housing** means the best-practice model of Housing First and other evidence-based supported housing models that are not based on requiring individuals to comply with a mental health treatment regimen in order to receive and retain housing.

5. **The State's Commitments.**

a. **General Commitments**. The State commits to implement the provisions set forth in this Agreement to transition NFMH residents to appropriate, integrated services in the community and to otherwise divert from NFMHs persons with mental health disabilities who are qualified to receive services in a community-based setting. The State further commits its best efforts to obtain the necessary funding and resources to implement the provisions set forth in this Agreement. The Parties understand and agree that if the State fails to obtain the funding necessary to comply with the terms of this Agreement, or otherwise fails to comply with this Agreement, any Party has the right to seek a modification to or the termination of this Agreement, subject to the terms described in paragraph 9.

b. **Practice Improvements**. The State shall implement the following practice improvements to promote the achievement of the goals set forth in Section 2 above and the outcomes set forth in Section 5.c below.

i. KDADS shall increase by 100 the number of residents of the NFMHs in a twelve-month period for four years that receive needed specialized services, statewide, in order to improve the effectiveness of (a) diversion (b) discharge and (c) transition.

A. Implementation of the practice improvement in subsection 5.b.i above shall follow the schedule below:

Baseline: Approx. 400 unique individuals screened annually, zero currently receive specialized services.

Year 1: Begin provision of all appropriate specialized services to residents in NFMHs to serve approx. 100 residents.

Year 2: Expand all appropriate specialized services to residents in NFMHs to serve approx. 200 residents.

Year 3: Expand all appropriate specialized services to residents in NFMHs to serve approx. 300 residents.

Year 4: Expand all appropriate specialized services to residents in NFMHs to serve all residents.

B. Specialized Services, as used in subsections 5.b.i and 5.b.i.A refers to available services for inclusion in the person-centered care plan which will be individualized based on need. They include: (1) intensive case management; (2) community integration day services; (3) vocational and supported employment service; (4) other rehabilitative services; (5) behavior support services; and (6) therapy services.

ii. KDADS shall ensure that all NFMH residents receive comprehensive, accurate, and understandable information sufficient to make an informed choice about community options by developing educational materials, creating training modules and updating program manuals for CARE Level 1 screeners, PASRR Level II evaluators, CMHC liaisons, NFMH Administrators and staff, hospital discharge planners, including, but not limited to, state hospitals and State Institute Alternatives (SIA) hospitals. KDADS shall hire staff to conduct Informed Choice trainings.

A. Implementation of the practice improvement in subsection 5.b.ii above shall follow the schedule below:

Baseline: 0 KDADS Informed Choice Trainers, Current Program Manuals, Current CARE Training Materials, Current Training Audience (CARE & PASRR Screeners)

Year 1: Create and hire 2 new FTE positions at KDADS to focus on informed choice training and program integrity. Review current informed choice materials and trainings.

Year 2: Develop and launch initial training for informed choice counseling and update program manuals for screeners and liaisons who provide new informed choice materials and counseling to individuals. Expand target audience for informed choice training to include NFMH Administrators and staff, hospital discharge planners, including but not limited to state hospitals and State Institute Alternatives (SIA) hospitals. Launch a Project ECHO for providers.

iii. KDADS shall provide each individual relevant information in a manner which the person can understand, which addresses barriers to community transition, which affords the individual with an opportunity to visit relevant community programs, and which affords participation in community activities while in a NFMH to ensure that each NFMH resident can make an informed choice whether to transition to the community.

A. Implementation of the practice improvement in subsection 5.b.iii above shall follow the schedule below:

Baseline: 26 NFMH Liaisons at CMHCs, Need for training, Networking with service provision, transportation needs, 0 of 600 served.

Year 1: Initiate pilot in Shawnee County to serve 120 NFMH residents.

Year 2: Expand pilot to all of Shawnee County, Jefferson County, and Wabaunsee County to serve up to 240 residents.

Year 3: Expand pilot beyond covered counties to serve up to 360 residents.

Year 4: Further expand to Statewide coverage to serve all residents.

iv. KDADS shall expand by 300 the number of individuals in the At Risk Population and 400 individuals in the NFMH population receiving supported housing services, statewide, to increase the number of housing options for individuals who have been screened for PASRR Level II evaluations and, in turn, referred to supported housing or otherwise determined to need supported housing through a transition planning process. KDADS shall coordinate training and support implementation of Housing First and other supported housing models, statewide. KDADS shall hire a supported housing Program Manager.

A. Implementation of the practice improvement in subsection 5.b.iv above shall follow the schedule below:

Baseline: 0 of 700 being served, limited availability of Housing First programs.

Year 1: Begin supported housing pilot in Shawnee County to serve approx. 50 individuals in both populations. Hire state program manager.

Year 2: Expand supported housing pilot to all of Shawnee County to serve approx. 75 individuals in the At Risk Population and 75 individuals in the NFMH Population.

Year 3: Expand supported housing outside of Shawnee County to serve approx. 150 individuals in the At Risk Population and 150 individuals in the NFMH Population.

Year 4: Further expand supported housing outside of covered counties to serve approx. 250 individuals in the At Risk Population and 250 individuals in the NFMH Population.

Year 5: Expand supported housing Statewide to serve 300 individuals in the At Risk Population and 400 individuals in the NFMH Population.

v. KDADS shall expand by 350 the number of individuals in the At Risk Population and 400 individuals in the NFMH population receiving supported employment services, statewide, to increase the number of employment opportunities for individuals who have been screened for PASRR Level II evaluations, and in turn, referred to supported employment. KDADS shall coordinate training and support implementation of Individual Placement and Support (IPS) and other Employment First models. KDADS shall hire a supported employment Program Manager.

A. Implementation of the practice improvement in subsection 5.b.v above shall follow the schedule below:

Baseline: 0 of 750 being served, limited availability of Supported Employment programs, KanCare has current project for 500 members. Hire state program manager.

Year 1: Begin pilot in Shawnee County to serve approx. 100 individuals, Hire state program manager.

Year 2: Expand pilot to all of Shawnee County to serve approx. 150 individuals in the At Risk Population and 100 individuals in the NFMH Population.

Year 3: Expand outside of Shawnee County to serve approx. 250 individuals in the At Risk Population and 200 individuals in the NFMH Population.

Year 4: Expand outside of covered counties to serve approx. 300 individuals in the At Risk Population and 300 individuals in the NFMH Population.

Year 5: Expand Statewide to serve 350 individuals in the At Risk Population and 400 individuals in the NFMH Population.

vi. KDADS shall assign a case manager who develops a person-centered plan that includes all necessary specialized services, transition services, and in-reach for every NFMH resident within 14 days of new admission and develops a Wellness Recovery Action Plan (WRAP) program that coordinates specialized services for individuals to transition to the community. KDADS shall invest in training for case management and WRAP to increase competency of the expanded work force.

A. Implementation of the practice improvement in subsection 5.b.vi above shall follow the schedule below:

Baseline: 0 of 600 being served. Need new contract.

Year 1: Secure $2M base funding and develop and RFP.

Year 2-6: Awarded contractor implements and delivers services to approx. 600 individuals.

vii. KDADS shall increase by 60% the utilization of peer support services, statewide, to improve the continuity of community living.

A. Implementation of the practice improvement in subsection 5.b.vii above shall follow the schedule below:

Baseline: 2018 Unduplicated Utilization = 1838 individuals statewide. KDADS required MCOs to meet a 10% increase in 2020 and by 10% again in 2021. Projected unduplicated utilization by beginning of Year 1 is 2224 individuals statewide. Peer Support expansion included in caseload, Assertive Community Treatment (ACT) and other KDADS projects.

Year 1: Increase utilization 10% to serve 2448 individuals.
Year 2: Increase utilization by additional 10% to serve 2692 individuals.
Year 3: Increase utilization by additional 10% to serve 2961 individuals.
Year 4: Increase utilization by additional 10% to serve 3257 individuals.
Year 5: Increase utilization by additional 10% to serve 3582 individuals.

viii. KDADS shall develop a plan to provide ACT, Mobile Crisis Intervention and Stabilization (MCIS) Services, using a Mobile Response Stabilization Service (MRSS)

model. The plan shall be implemented in conjunction with CMS approval of a State Plan Amendment supporting Certified Community Behavioral Health Clinics (CCBHC) provider types, statewide. KDADS shall provide training for the MRSS services.

A. Implementation of the practice improvement in subsection 5.b.viii above shall follow the schedule below:

Baseline: 16 individuals being provided ACT, ACT in 1 of 25 CMHC service areas, Mobile Crisis in 3 of 25 CMHC service areas.

Year 1: Assessment, Capacity, Planning phases to facilitate develop of an ACT implementation plan. Complete any needed Medicaid State Plan Amendments or Waivers, or KanCare Policies needed for CCBHCs. Secure funding and find contractor to manage mobile crisis response network, either through RFP or Contract amendment.

Year 2: Begin ACT pilot in Shawnee and Sedgwick County to serve approx. 200 individuals, 3 of 25 service areas. Launch Statewide Mobile Crisis services.

Year 3: Expand ACT pilot to Wyandotte and Johnson County to serve approx. 500 individuals, 5 of 25 services areas.

Year 4: Establish 1 Flexible ACT team outside of urban areas to cover the balance of state to serve approx. 700 individuals.

Year 5: Establish 1 additional Flexible ACT team outside of current coverage areas to cover the balance of state to serve approx. 900 individuals.

Year 6: Establish 1 additional Flexible ACT team outside of current coverage areas to cover the balance of state to serve approx. 1100 individuals.

Year 7: Establish 1 additional Flexible ACT teams outside of current coverage areas to cover the balance of state to serve approx. 1300 individuals.

Year 8: Establish 2 Flexible ACT teams outside of current coverage areas to cover the balance of state to serve approx. 1700 individuals.

c. **Outcomes**. The State shall achieve the following outcomes through the implementation of the Practice Improvements set forth in Section 5.b above and in order to promote the goals set forth in Section 2 above:

i. The number of referrals from the At Risk Population for admission to NFMHs, and the number of admissions to NFMHs, in a 12-month period will be reduced by a rate of 10% for each of the next 5 years. For the purpose of this Outcome, an admission means a person in the At Risk Population who enters a NFMH and remains there longer than 60 days.

A. The rate of reduction will be determined by measuring the number of PASRR II letters issued by KDADS approving individuals for admission in the previous year and the subsequent year, dividing the subsequent year's figure by the previous year's figure and multiplying that number by 100, then rounding to the nearest tenth, and subtracting that value from 100. In 2020, KDADS issued 222 approval

letters for first time mental illness assessments which does not include any resident reviews, or any canceled level IIs or intellectual disability assessments.

ii. The NFMH Population's current average length of stay of 6.65 years will be reduced. The number of residents with a length of stay of more than 6 months in NFMHs will decrease because of the provision of specialized services, informed choice in the NFMHs, and community services that allow them to live in the most integrated setting. These services are described in the Practice Improvements and will be based on the person-centered care plan. The current number of residents with a length of stay greater than 1 year is 460. This reduction will be measured over a twelve-month period by a set number of persons for each of the next 5 years on the following schedule:

Year 1 target reduction: 25 individuals.
Year 2 target reduction: 50 individuals.
Year 3 target reduction: 100 individuals.
Year 4 target reduction: 150 individuals.
Year 5 target reduction: 200 individuals.

This number will be reported by the case management provider contracted to KDADS and verified through the Minimum Data Set (MDS) database MDS.

iii. The number of residents that (1) are discharged from an NFMH and receive community services; and (2) remain in the community setting for a minimum of a 12-month period will increase by 20% for each of the next 5 years. The community services to be provided are those that allow them to live in the most integrated setting, are described in the Practice Improvements, and are based upon a person-centered care plan. In the last two quarters of 2020, NFMHs reported 55 discharges. The base number of resident discharges will be determined by measuring the number of residents discharged in the previous year and the number of those with a re-admission in the subsequent year, subtracting the subsequent year's readmissions from the previous year's discharges. The rate of increase in successful discharges would be measured by subtracting the previous year's base from the subsequent year's base and dividing that increase by the previous year's base, multiplying that number by 100, then rounding to the nearest tenth.

6. **DRC Commitment**. DRC will advocate for and support the State's efforts to obtain funding necessary to comply with this Agreement, including, but not limited to, efforts to secure enhanced funding to establish and expand specialized services in NFMHs and to expand community-based services and supports for persons with mental health disabilities who have been screened as eligible for nursing facility level of care.

7. **Meeting of the Parties, Data, Reporting, and Monitoring**.

a. **Meeting of the Parties**. The State and its counsel will meet at least once each quarter with DRC, CPR, AFL, and Shook to assess the State's progress in implementing each of the provisions of this Agreement and to discuss any obstacles to full and timely

implementation of the Agreement. The State agrees that appropriately knowledgeable state employees will be made available to participate in these meetings.

b. **Monitoring of Compliance by KDADS.** The State will monitor subcontractors' compliance with the requirements of this Agreement. KDADS will create a position for a settlement administrator to oversee implementation by the State of the Practice Improvements set forth in Section 5.b and the Outcomes set forth in Section 5.c of this Agreement. The State will also hire or reassign necessary team members to monitor and evaluate compliance, and issue reports of progress towards compliance, barriers towards compliance, and any circumstances that may cause non-compliance with a Practice Improvement or Outcomes as set forth in Sections 5.b and 5.c, respectively, of this Agreement.

c. **Data and Reporting**. Fourteen days (14) prior to each of the quarterly meetings, the State will provide DRC, CPR, AFL, and Shook with a written report on the status of its implementation of each Practice Improvement set forth in Section 5.b and each Outcome set forth in 5.c of this Agreement. The State's implementation report shall include sufficiently detailed information and performance data necessary to enable the Parties to assess the State's compliance with the Agreement.

d. **Facility and Data Access**. The State shall provide DRC reasonable access to the records and other materials relied upon by the State in preparing its quarterly implementation report, as well as data, records, and materials reasonably necessary to evaluate the implementation of this Agreement. Nothing herein is intended to impose additional duties on the State to develop data or create special reports for DRC, except as set forth in Section 7.c. Nothing in this Agreement is intended to limit, and does not limit, DRC's right to access records, persons, and facilities in accordance with federal law. DRC may share information and consult with CPR, AFL, and Shook in connection with its review of the State's compliance with terms of this Agreement. DRC, CPR, AFL and Shook may not otherwise disclose or share information and data derived from implementation of this Agreement with any other entities. DRC, CPR, AFL, and Shook will not use these documents or records except as necessary to assess and ensure compliance with the terms of this Agreement.

8. **Compliance and Meet and Confer Process.** The State agrees to make good faith efforts to comply with the goals, timelines, and obligations set forth in this Agreement pursuant to Section 5.b "Practice Improvements" and Section 5.c "Outcomes." The Parties and their counsel agree to use the meet and confer process set forth in this section in an effort to resolve any disputes that may arise regarding compliance with those goals, timelines, or obligations set forth in Sections 5.b and 5.c above.

a. Procedure for Meet and Confer.

i. **Notice.** If a Party believes that any of the goals, timelines, or obligations set forth in this Agreement pursuant to Section 5.b "Practice Improvements" or Section 5.c "Outcomes" are not being met, or reasonably cannot be satisfied

that Party may submit a written notice to the other Party. The notice will specifically state the goal, timeline, or obligation for each "Practice Improvements" set forth in Section 5.b or each "Outcomes" set forth in Section 5.c that is not being met and the basis for the conclusion that there is a failure to meet, or reasonable inability to meet, that goal, timeline, or obligation.

ii. Response. When a Party receives a written notice under Section 8.a.i, the receiving Party will provide a written response to the sending Party no later than 21 days after receipt of the notice.

iii. Meeting. If the written exchange described in Section 8.a.i and Section 8.a.ii does not resolve the issue, the Parties will arrange a meeting at a mutually convenient time to discuss the notice, response, and potential remediation or resolution. The meeting will occur not later than 21 days after the written response called for in Section 8.a.ii. The Parties agree to engage in good faith efforts to resolve the dispute and, if possible, to do so without modifying or terminating the Agreement. The Parties may mutually agree to modify this Agreement pursuant to Sections 9 and 10 without the necessity of pursuing mediation.

b. **Mediation**.

i. If the dispute has not been resolved after the meeting called for in Section 8.a.iii, the Parties shall refer the dispute to mediation in an attempt to identify a satisfactory resolution. The mediator shall be an individual agreed to by the Parties who has a demonstrated expertise in disability supports and systems. During mediation, the Parties may mutually agree to modify this Agreement pursuant to Sections 9 and 10. If the dispute is not resolved during mediation, one or both of the Parties may elect to terminate this Agreement pursuant to Sections 9 and 10.

9. **Modification and Termination**. Either Party may seek to modify or terminate this Agreement, subject to the procedures set forth in Section 10, for reasons including, but not limited to, the following:

a. Either Party may seek to modify or terminate this Agreement if the State fails to obtain any of the funding necessary to comply with, or to continue to comply with, the commitments and actions of the State set forth in this Agreement. In the event that the funding obtained is in an amount less than is needed to comply with the requirements of the Agreement, the Parties agree that, prior to any decision regarding termination, they will discuss not providing all of the services identified in the Agreement as a consequence of the reduced funding and whether, and to what extent, the Agreement needs to be modified.

b. The State may seek to modify or terminate this Agreement due to unforeseen circumstances that are beyond the State's control and that preclude compliance with this Agreement, including: (1) changes in federal Preadmission, Screening and Resident

Review (PASRR) requirements relevant to the screening of persons with mental disabilities for nursing facility level of care and provision of specialized services in an NFMH; (2) the issuance of any subsequent judicial decree relevant to the provision of specialized services in NFMHs or to community-based services and supports for persons with mental health disabilities who have been screened as eligible for nursing facility level of care; (3) changes in federal Medicaid law relevant to the provision of community-based services and supports for persons with mental health disabilities who have been screened as eligible for nursing facility level of care; (4) the inability to provide community-based services and supports for persons with mental health disabilities who have been screened for nursing facility level of care as required by this Agreement due to workforce restrictions; and (5) the failure of the Centers for Medicare and Medicaid (CMS) to approve any of the provisions of this Agreement that require CMS' approval as a precondition for receipt of federal funding.

10. **Modification/Termination Process**

a. If at any time one of the Parties wishes to modify this Agreement for the reasons set forth in Section 9, it shall notify the other Party in writing by stating the provision to be modified, the reasons why the Party believes the modification is necessary, and specific proposed language modifying the Agreement. The Party receiving the notice shall have 14 days to provide a written response stating whether it agrees that the proposed modification is necessary and, if so, whether the proposed language is acceptable or proposing other language for the modification. If the exchange of writings does not resolve the issue, the Parties shall meet within 14 days of the written response, and additionally thereafter as necessary, and make a good faith effort to reach a resolution using the meeting and mediation process contained in Section 8.a.iii and Section 8.b.

b. If at any time one of the Parties wishes to terminate the Agreement for the reasons set forth in Section 9, it shall notify the other party in writing and state the reasons for the termination decision. The Parties agree that they shall meet within 10 days of the notice of termination, and additionally thereafter as necessary, and discuss in good faith whether actions can be taken, including, but not limited to, modifying this Agreement, to avoid termination using the meeting and mediation process contained in Section 8.a.iii and Section 8.b.

c. If the Parties are unable to reach a resolution that will allow this Agreement to continue for the reasons set forth in Sections 8 or 9, the termination will become effective 60 days after the date of the written termination notice.

11. **Execution**. This Agreement may be executed in two or more counterparts, each of which shall constitute an original instrument and all of which together shall constitute one and the same instrument. The persons signing this Agreement represent that they have the authority to enter this Agreement on behalf of the respective parties they represent and that this Agreement and any written modifications subsequently agreed to by the Parties shall be binding upon the Parties and successors thereto.

12. **Construction**. This Agreement has been negotiated and prepared between the Parties and their respective counsel, and should any provision of this Agreement require judicial or administrative interpretation, the court or administrative tribunal interpreting or construing the provision shall not apply the rule of construction that a document is to be construed strictly against one party.

13. **Future Actions by Parties.** TILRC and DRC agree that, during the pendency of this Agreement, they will not initiate any consolidated and/or class actions against the State on behalf of NFMH residents alleging that residents are being unnecessarily institutionalized in NFMHs or relating to the provision, or lack of provision, of specialized services to NFMH residents. In the event this Agreement terminates, either by its own terms or by the actions of one of the Parties, nothing in this Agreement prevents or limits the right of TILRC or DRC to assert legal claims against the State as TILRC or DRC deems necessary and appropriate. In addition, nothing in this Agreement prevents or limits the right of the State to assert any defenses it deems necessary and appropriate or to otherwise respond to any claims TILRC and DRC may assert.

14. **Communication Regarding Agreement**. All communications concerning the terms, conditions, and implementation of this Agreement shall be addressed to the following persons or their successors:

TILRC and DRC

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15. Kansas Law and Venue. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Agreement shall reside only in courts located in the State of Kansas.