

# Proposal for the implementation of a multi-jurisdictional accreditation process

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*A report to the Public Health Accreditation Board*

Prepared by:

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## **Acknowledgments**

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Martie Ross, Spencer Fane Britt & Brown, LLP, acted as legal consultant for this project, prepared the legal analysis in the document, and drafted the model inter-local agreement.

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## **Background**

In the second half of 2010, a team of public health practitioners from two regions in Kansas met to discuss possible options for pursuing accreditation for their regions under the accreditation model currently being considered by the Public Health Accreditation Board (PHAB). The discussion was facilitated by Gianfranco Pezzino, senior fellow at the Kansas Health Institute, and Bruce Miyahara, consultant for the Kansas Health Foundation. The executive director and staff from the Kansas Association of Local Health Departments (KALHD) provided support for the meetings and contributed to the development of the review templates that were used by the team of public health practitioners. Three one-day meetings took place in August 2010, during which the team reviewed each of the standards and measures proposed by PHAB for the accreditation of local health departments. The team discussed different ways in which the required documentation for each measure could be produced, depending on the extent to which the public health service addressed by the measure was provided independently by each health department or collectively by the region. Each measure was allocated to one of three groups. The first group contained measures that could be fully demonstrated by the region. The second group contained measures that could be partially demonstrated by the region (for example, some required documentation can be produced by the region, but needs to be supplemented by individual health departments). The third group contained measures that can only be demonstrated by each health department, rather than by the region.

After the review was completed, the team discussed how a model to accreditation could be designed that would take into account the regional cooperation efforts in Kansas. This document contains the results of the work of the team, and proposes a regional accreditation process based on the multi-jurisdictional model previously defined by PHAB.

## **Regional Public Health Service Models in Kansas**

### **Option 1: Consolidation**

KSA 65-205 identifies certain circumstances in which it is appropriate for two or more local boards of health to consolidate their operations.

“Whenever it shall be determined that the public health and sanitation of any city or county may be best promoted by the creation of a joint board of health for any two or more cities, counties or city and county the governing bodies of such municipalities may so declare by resolution and may, by agreement with each other, establish a joint board of health with the same powers, duties, and limitations as are now or hereafter may be provided by law for the creation and conduct of boards of health to act severally in such municipalities.”

There are two examples of consolidated health departments in Kansas: The South East Kansas (SEK) Multi-county Health Department and the North East Kansas (NEK) Multi-county Health Department.

Under the PHAB Accreditation Standards, the consolidated agency can apply as a regional health department, since it operates under a single board of health.

## **Option 2: Regional Cooperation**

Local health departments in Kansas have developed a Kansas regional cooperation model based on current state laws governing inter-local agreements. K.S.A. 12-2902 et seq., The Inter-local Cooperation Act, permits local government units to make efficient use of the powers by cooperating with other localities, persons, associations and corporations for their “mutual advantage”. Any public agency may enter into agreements with one or more public or private agencies to engage in joint or cooperative action. The agencies can together exercise any power or privilege that both were capable of exercising separately.

The act does not grant or confer upon agencies any additional or new powers; each cooperating entity must already possess the power sought to be exercised before that power can be jointly exercised. Also, the act states that no agreement shall relieve a public agency of any obligations imposed on it by law. Thus, an agency cannot use an inter-local agreement to either gain new powers or bypass any legal obligation it may have.

The parties to an inter-local agreement may, but are not required to, form a separate legal entity to conduct the joint or cooperative action provided for in the agreement. Such a separate legal entity is a “body corporate and politic” and is given many powers, including the power to take and hold any real or personal property, sell or lease property, make contracts, or use a corporate seal. The extent of such entity’s authority, however, cannot exceed the authority of the parties to the agreement.

There are 15 examples of public health regions formed using the Inter-local Cooperation Act. These regions were formed in 2002 with a focus on public health preparedness. Under this model, the existing boards of health remain in place for each participating county, i.e. the local county commission. Each county thus maintains overall responsibility for public health services. Some services continue to be provided at the county level, while other services are provided through regional resources.

The PHAB Accreditation Standards provide a list of eligible types of applicants that can be considered for accreditation. A multi-jurisdictional application is one of the options, but the PHAB document does not provide details about how a multi-jurisdictional application process would work.

Through the Kansas regional accreditation project, Kansas partners have explored how the use a multi-jurisdictional application option for a group of county health departments using the regional cooperation model. The Kansas regional cooperation model proposed in this document could represent a way to implement the PHAB concept of multi-jurisdictional accreditation.

## **The Multi-jurisdictional Application Process**

In the Kansas regional cooperation model, some services are provided at the county level and others are provided through a regional cooperation agreement. The following diagram illustrates the mixture of regional and local functions across a hypothetical six county region.

Regional Function					
Regional Function					
Regional Function					
Regional Function					
Local Function	Local Function	Local Function	Local Function	Local Function	Local Function
Local Function	Local Function	Local Function	Local Function	Local Function	Local Function
Local Function	Local Function	Local Function	Local Function	Local Function	Local Function

### PHAB multi-jurisdictional accreditation process


The following is a description of the multi-jurisdictional accreditation process described by PHAB:

*For multi-jurisdictional applications, the partnering agencies, which could be two or more agencies, will apply as a single entity. The partnering agencies must select one department to apply on behalf of all partners. The partners must submit a memorandum of understanding (MOU) or similar documentation describing in detail the multi-agency relationship. The relationship must be one of agencies working together to deliver services and/or perform functions over the combined jurisdiction. It cannot be simply an ‘of convenience’ or paper-only relationship to apply for accreditation. PHAB will determine what documentation will be acceptable in determining that a business relationship exists between the partners. The business relationship of multi-jurisdictional applicants must be well established and well defined.*

PHAB does not include a detailed description of how exactly a multi-jurisdictional application would be processed. The Kansas regional accreditation project proposes the following steps.

### Proposed steps for a multi-jurisdictional accreditation

Step 1

	<b>Pre-application</b>
	Orientation
	Readiness Checklist
	Statement of Intent
	Accreditation Process Training



Applicant Option Comparison

1. The region has in place an inter-local agreement outlining those services that are provided through the region. (Model agreement is attached.)
2. The region designates one of the member county departments to initiate the process on behalf of the region.
3. A multi-jurisdictional application would necessitate that all participating county health departments are ready to apply for accreditation at the same time. The application process would include a single orientation, readiness checklist, statement of intent, and accreditation process training.

- The prerequisites described in the PHAB document *Guide to National Voluntary Accreditation* are met.

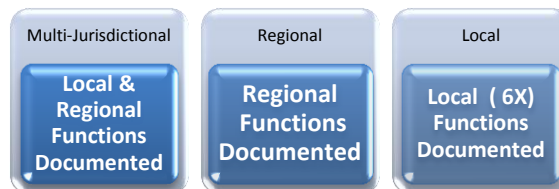
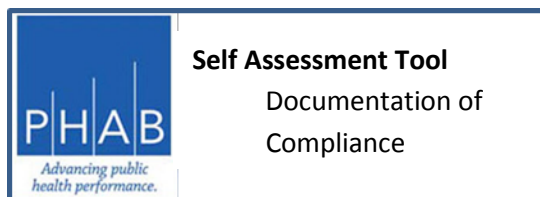
Step II



Applicant Option Comparison

- A single application form is filed. The prerequisites described in the PHAB document *Guide to National Voluntary Accreditation* are met either jointly through a regional effort or through having each participating local health departments meet the prerequisites.
- The multi-jurisdiction region will experience some savings in preparatory work for filing the application (compared to the filing of single applications for each individual health department). Documentation of regional services/functions are compiled and submitted to PHAB once for all members of the multi-jurisdictional region. Similarly, other accreditation preparatory work will be coordinated by a single lead entity.
- The accreditation fees charged by PHAB should also reflect some savings. For the functions demonstrated regionally, the PHAB accreditation review team will review the documentation one time rather than multiple times for each county. The site visit will be coordinated across the multiple jurisdictions, so the site review committee makes a single trip to the area. In the six-county multi-jurisdictional example introduced above, it is projected that the fee would be larger than the fee assessed to a single regional health department applicant, but less than the sum of six local application fees.

Step III



Applicant Option Comparison

- In preparation for a multi-jurisdictional application, it is recommended that the multi-jurisdictional region have a web-based site where the region can begin to coordinate the efforts and organize and store the documentation over the planning/preparation period.
- After the multi-jurisdictional region has filed its statement of intent and application, the materials collected on the regional site can be transferred to the PHAB site where documents are submitted.
- An application module will need to be developed by PHAB to support specifically a multi-jurisdictional application.

## Step IV



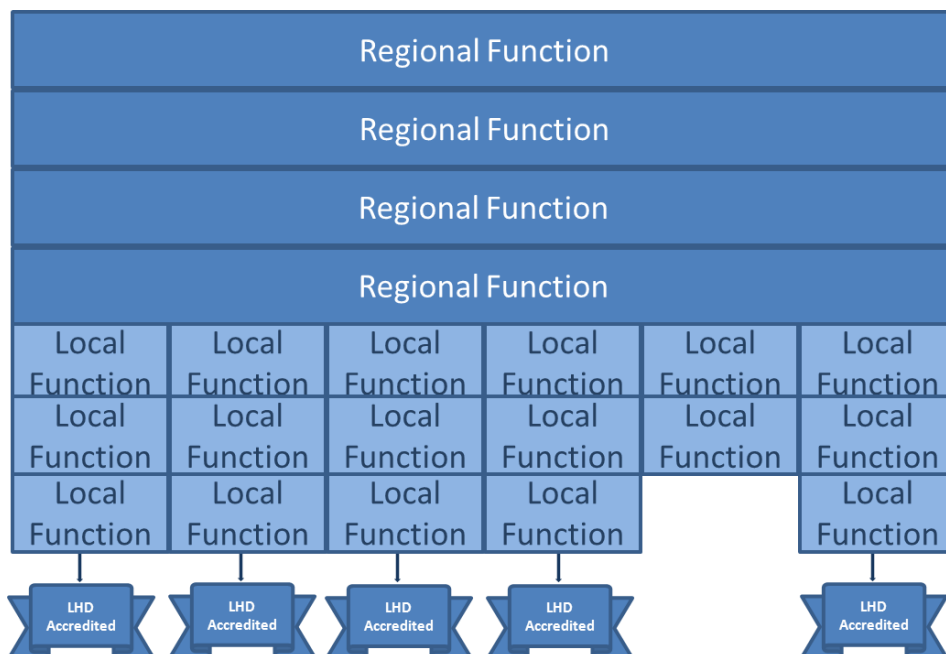
*Applicant Option Comparison*

1. Conformity to the PHAB measures in a multi-jurisdictional application can be demonstrated collectively (i.e., only once for all the members of the multi-jurisdiction), or individually for each member of the multi-jurisdiction.
2. Measures for which conformity is demonstrated collectively are reviewed through one review process and one site visit for all the agencies included in the multi-jurisdiction. If the requirements are met, all the members of the multi-jurisdiction are deemed to have met the requirements for the measure.
3. A measure can be demonstrated collectively if all the conditions below are met:
  - i. All the criteria set up by PHAB for conformity with that measure in a single-agency application are met by the multi-jurisdiction;
  - ii. There is evidence that all the members in the multi-jurisdiction have had a role in the activities addressed by the measure. A multi-jurisdiction member can have an active role (i.e., the member is actively engaged in those activities) or a passive role (i.e., the member is a recipient of, or benefits from activities performed by other members of the multi-jurisdiction, or shares a certain capacity with other members of the multi-jurisdiction, so that the conformity for the measure is assured for the member).
4. Activities and measures not demonstrated collectively must be demonstrated by each member of the multi-jurisdiction. These measures will be reviewed through individual review and site visit processes for each member of the multi-jurisdiction similar to those used for a single-agency accreditation process.

Step V



1. Accreditation will be granted to a member of the multi-jurisdiction if the combined review of regional and local activities and measures meet the accreditation criteria set by PHAB. If, after review of the local and regional documentation, a member of the multi-jurisdiction does not meet the PHAB criteria for accreditation, that member can:
  - i. Reapply for accreditation as a single agency, following PHAB policy on re-application for agencies that do not qualify for accreditation after the first review.
  - ii. Reapply for accreditation as a member of the multi-jurisdiction when the multi-jurisdiction applies for renewal of the accreditation.
  
2. In a multi-jurisdictional application, accreditation is awarded to the individual local health departments included in the multi-jurisdiction successfully meeting the accreditation criteria established by PHAB.
  - i. If a local health department participating in the multi-jurisdictional application fails to meet the local services standards, it does not prevent the other local health departments within the group from being accredited.
  - ii. If a local health department participating in the multi-jurisdictional application fails to meet the local service standards, it does not get accredited through a regional accreditation award.
  - iii. If a regional function is not successfully demonstrated, all the local health departments that are included in the region are deemed not in compliance with the requirements of that measure.



## Appendix

The partners in a multi-jurisdictional application must submit a memorandum of understanding (MOU) or similar documentation describing in detail the multi-agency relationship. The following is a template for this MOU.

### Sample Inter-local Agreement for Regional Cooperation in Kansas

(conforming with the Inter-local Cooperation Act, cited on page 1)

## INTER-LOCAL AGREEMENT FOR PUBLIC HEALTH REGIONAL COOPERATION

**THIS INTER-LOCAL AGREEMENT FOR PUBLIC HEALTH REGIONAL COOPERATION** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Boards of Board Commissioners of [insert] Boards, Kansas, (the “County Boards”) pursuant to the Kansas Inter-local Cooperation Act, K.S.A. 12-2901 *et seq.*

**WHEREAS**, each County Board which is a signatory to this Agreement serves as its County’s Board of Health and operates a local health department to provide public health services for County residents; and

**WHEREAS**, the County Boards have determined certain public health services may be furnished in a more efficient and cost-effective manner through collaboration among local health departments in the same geographic region;

**WHEREAS**, the County Boards desire to enter into an inter-local agreement as provided by Kansas law to create a separate legal entity through which such collaboration may occur.

**NOW, THEREFORE, the County Boards hereby agree as follows:**

**I. Creation of [name] Public Health Region.**

**A. Purpose.**

The County Boards hereby create a separate legal entity to be known as the “[name] Public Health Region” (hereinafter referred to as the “Region”). The Region shall serve as a governance structure through which the County Boards shall collaborate to design, implement, evaluate, and refine programs relating to one or more of the following public health activities (“Collaborative Arrangements”):

1. Monitor health status to identify community health problems.
2. Diagnose and investigate health problems and health hazards in the community.

3. Inform, educate, and empower people about health issues.
4. Mobilize community partnerships to identify and solve health problems.
5. Develop policies and plans that support individual and community health efforts.
6. Enforce laws and regulations that protect health and ensure safety.
7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.
8. Assure a competent public health and personal health care workforce.
9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services.
10. Research for new insights and innovative solutions to health problems.

**B. Authority.**

The Region shall constitute a body corporate and politic, and shall have the following authority, provided the Region shall not have any authority which exceeds the authority of the County Boards with respect to the subject matter of this Agreement:

1. to have and use a corporate seal;
2. to sue and be sued in its corporate name;
3. to establish administrative and accounting procedures for the operation of the region and enter into contracts as may be necessary to serve its purpose;
4. to take and hold any property, real or personal, in fee simple or otherwise, and to sell, lease, lend, or otherwise transfer any property or interest in property owned by the Region; and
5. to establish a budget and to provide for the manner of financing the tasks undertaken and approved by the Region including, but not limited to, application and acceptance of grants, donations, or other funding assistance; the issuance and collection of assessments on member Boards; or the issuance of bonds, notes, or other evidence of indebtedness in its own name.

**C. County Board Responsibility.**

Notwithstanding the foregoing, each County Board shall remain solely responsible for the performance of those duties and responsibilities assigned to that County Board in its capacity as the local board of health pursuant to KSA 65-201 et seq., and all other Kansas statutes and regulations.

## **II. Operations.**

### **A. Board of Directors.**

The Region's operations shall be governed by a Board of Directors (the "Region Board"). By no later than **[date]**, each County Board shall appoint one individual to serve as that Board's representative to the Region Board. Such individual shall serve continuously as a Director until such time he or she is replaced in that position by that County Board. Each Director shall have one vote on all matters before the Region Board. The Region Board shall conduct an initial organizational meeting by no later than **[date]**. The Region Board shall adopt bylaws governing the management of its business and the regulation of its affairs including, but not limited to, procedures for electing officers and specifying their duties, calling meetings, and establishing quorum by no later than **[date]**. Approval of the initial bylaws and any amendments thereto shall require the unanimous approval of all Directors.

### **B. Strategic and Operational Plans.**

1. By no later than **[date]**, the Region Board shall approve an initial strategic plan identifying the specific Collaborative Arrangements to be the focus of the Region's activities. For each identified Collaborative Arrangement, the strategic plan shall (a) describe the scope of the activity; (b) identify the resources necessary to support such activity including, but not limited to, personnel; (c) contain a preliminary budget; and (d) provide a timeline for implementation.
2. By no later than **[date]**, the Region Board shall approve an initial operational plan for each of the Collaborative Arrangements identified on the initial strategic plan specifying the particular tasks to be completed in the development, implementation, evaluation, and refinement of the Collaborative Arrangement. Each operational plan shall include a detailed budget for the Collaborative Arrangement and identify the source(s) of funding including, but not limited to, commitments from the County Boards to contribute funds, assign personnel, and/or or furnish specific goods or services.
3. The Region Board shall review and, as necessary, revise such strategic and operational plans on a regular basis for the purpose of expanding, reducing, and/or refining the scope of the Collaborative Arrangements conducted through the Region.

### **C. Accreditation.**

1. It is each County Board's intention to satisfy certain requirements for that County's local health department to receive and maintain accreditation through the Public Health Accreditation Board ("PHAB") through Collaborative Arrangements undertaken by the Region. In designing, implementing, evaluating, and refining each Collaborative Arrangement, the Region Board shall adhere to applicable requirements and guidance promulgated by PHAB.

2. Should PHAB promulgate standards with respect to the use of collaborative arrangements by local health departments as a means to satisfy accreditation requirements (*e.g.*, submission of joint applications, scheduling of joint surveys), the Region Board shall incorporate such standards into the Region's operations.
  
3. The Region Board shall make available to each County Board written materials describing each Collaborative Arrangement as it relates to accreditation requirements which may be used by each County Board in the course of pursuing accreditation. Each County Board, however, shall be solely responsible for establishing and demonstrating compliance with any and all requirements for accreditation. No County Board shall have any claim against the Region or any other County Board arising out of the County Board's failure to receive or maintain accreditation.

**D. HIPAA Privacy and Security.**

By no later than **[date]**, the Region Board shall develop and implement appropriate policies, procedures, and practices to comply with the HIPAA Privacy and Security Rules, 45 C.F.R. Parts 160 and 164, and other state and federal laws regarding the confidentiality, integrity, and availability of protected health information including, but not limited to, the safeguarding, use, and disclosure of protected health information in connection with any Collaborative Arrangement conducted through the Region.

**III. Financial Matters.**

**A. Operating Account.**

To facilitate payments to the Region by the County Boards and receipt of funds from other sources and expenditures of such funds by the Region, a special fund shall be created by no later than **[date]** with the Treasurer of [designated county] to be designated as the "Operating Fund of **[name]** Public Health the Region" (the "Operating Fund"). All funds received by the Region from any source (including from any County Board) shall be deposited in the Operating Fund and used solely to pay costs incurred by the Region in performing Collaborative Arrangements and related administrative functions.

**B. County Board Contributions.**

1. On or before **[date]**, each County Board shall make an initial financial contribution of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to the Operating Fund for purposes of establishing the Region's operations.
  
2. To the extent the Region cannot secure necessary resources or funding to conduct Collaborative Arrangements from outside sources (*e.g.*, donations, grant monies), the County Boards shall commit such resources and funding on a proportional basis as determined by the Region Board. Each County Board shall

respond promptly to Region Board requests for resources or funding so as not to delay or interrupt the performance of Collaborative Arrangements.

**C. Financial Reports.**

1. Each County Board shall submit a semi-annual report to the Region Board in a format approved by the Region Board specifying the value of contributions made by the County Board to Collaborative Arrangements during the preceding quarter. For example, if a County Board contributed 0.5 FTE to perform certain services as part of a Collaborative Arrangement, the County Board would include its costs during the relevant time period of that 0.5 FTE. No expense not actually incurred by a County Board in support of a Collaborative Arrangement during the relevant time period shall be included in that County Board's report.
2. The Region Board shall approve and deliver to the County Boards within forty-five (45) days after the close of the Region's fiscal year the Region's end-of-the-fiscal-year balance sheet, statements of income, and cash flow. Each of these documents shall be prepared in accordance with generally accepted accounting principles, consistently applied, and clearly reflect any positive or negative variances from the operating budget approved by the Region Board.

**IV. Personnel.**

Upon request by the Region Board pursuant to an operational plan for a specific Collaborative Arrangement, a County Board shall assign specific personnel employed by or contracting with the County Board on a full- or part-time basis for a defined period of time to perform specified duties relating to the Collaborative Arrangement. Any employee of a County Board who is assigned by that County Board to perform specific tasks and duties on behalf of the Region as part of a Collaborative Arrangement shall at all times remain solely an employee of the County Board for all purposes including, but not limited to, wages, benefits, and taxes; worker's compensation insurance; unemployment insurance; supervision and discipline; and vicarious liability.

**V. Real and Personal Property.**

Upon request by the Region Board pursuant to an operational plan for a specific Collaborative Arrangement, a County Board shall furnish real or personal property owned by the County Board to be utilized in performing such Collaborative Arrangement ("Property"). The County Board shall retain sole ownership of the Property and shall remain responsible for providing necessary insurance coverage and performing necessary repair and maintenance. The Region shall return the Property to the County Board upon completion of the Collaborative Arrangement or termination of this Agreement, whichever shall come first.

**VI. Limitation of Liability.**

This Agreement does not create any duty or obligation on the part of any County Board to another County Board or any other person or entity to perform any specific task or provide any specific good or service except as specifically agreed to by the County Board or its authorized representatives.

**VII. Indemnification.**

To the extent applicable state or federal law does not provide complete immunity for any liability arising out of this Agreement or any Collaborative Arrangement, the following provisions shall apply:

- A. Each County Board shall be legally responsible for its own acts and omissions arising under this Agreement or any Collaborative Arrangement, and that of its respective appointed and elected officials, employees, officers, agents, assigns, and representatives. Each County Board shall defend, indemnify, and hold harmless the other County Boards and their respective appointed and elected officials, employees, officers, agents, assigns, and representatives from and against any and all liability, loss, cost, damage, and expense arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement or any Collaborative Arrangement by the indemnitor.
- B. No County Board shall be required under this Agreement to release, indemnify, hold harmless, or defend any other County Board from any claim, loss, harm, liability, damage, cost, or expense caused by or resulting from the activities of any County Board's officers, employees, or agents acting in such a manner that constitutes willful misconduct, gross negligence, or bad faith.
- C. In the event of any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of the performance of this Agreement or any Collaborative Arrangement, each County Board shall indemnify, hold harmless, and defend, to the fullest extent of the law, each other County Board, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding is the execution and approval of this Agreement.
- D. Each County Board's personnel shall cooperate and participate in legal proceedings if so requested by another County Board and/or required by a court of competent jurisdiction.
- E. Any waiver at any time by any County Board of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

**VIII. Term and Termination.**

**A. Term.**

The term of this Agreement shall commence upon execution by the County Boards' duly authorized representatives. The Agreement shall remain effective for an initial period of three (3) years, and shall automatically renew for subsequent one (1)-year periods, subject to earlier termination as provided herein.

**B. Means of Termination.**

This Agreement shall terminate and the Region shall be dissolved as follows: (i) upon mutual agreement of the County Boards, in which event the termination shall be effective at any time established by mutual agreement; or (ii) upon receipt by each County Board of written notice that one or more of the County Boards intends to withdraw, in which event the termination shall be effective no sooner than ninety (90) days from the date that each of the County Boards receives the written notice of withdrawal. A County Board that provides notice of withdrawal shall not be liable for any liabilities incurred by the Region following receipt of its notice other than those incurred in connection with the winding up and distribution process described below.

**C. Winding Up.**

1. No termination, however, shall be effective until either the winding up and distribution process as described below is completed or two or more of the County Boards elect to continue the business of the Region Board pursuant to the procedures described below.
2. Prior to the expiration or termination of this Agreement in accordance with the terms hereof, the Region Board shall diligently proceed to wind up the Region's affairs through the payment of all debts and liabilities and the settlement or other disposition of all claims by or against the Region or any of the County Boards arising out of or related to this Agreement.
3. During the period of winding up, the Region Board shall have no authority to otherwise carry on the business as prescribed in this Agreement except to the extent necessary to complete the winding up.

**D. Distribution.**

Upon completion of the winding up process, the Region Board shall return any remaining Property to the County Board which contributed that Property, and shall distribute any funds remaining in the Operating Account following discharge of all liabilities to the County Boards on a proportionate basis.

**E. Books and Records.**

Upon completion of the winding up and distribution process, the Region Board shall make arrangements for the safe storage of its books and records for the period of time needed to satisfy any federal or state recordkeeping laws then in effect. These books and records shall be available during normal business hours to the County Boards for inspection and copying at their own cost and expense.

**IX. Election to Continue the Business of the Region.**

Upon receipt of a notice of withdrawal pursuant to Section 8 hereof, any two or more of the County Boards may elect to continue the business of the Region after reaching an agreement with the withdrawing County Board regarding an appropriate allocation of the Region's assets and liabilities among the withdrawing County Board or Boards and those that wish to continue the business of the Region.

**X. Dispute Resolution.**

If a dispute between the County Boards arises out of or related to this Agreement, or the breach thereof, and if the dispute cannot be settled through direct discussions, the County Boards agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or related to this Agreement, or breach thereof, may be settled in a court having jurisdiction thereof.

**XI. Entire Agreement and Amendment.**

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement supersedes and nullifies any previous inter-local agreement established by and between two or more of the parties to this Agreement creating a similar organization. Any action taken pursuant to any previous inter-local agreement shall remain valid and continue in full force and effect until amended or nullified by the parties pursuant to this Agreement. This Agreement may be amended or modified by written instrument signed by the parties hereto and approved in the manner specified in the Kansas Inter-local Cooperation Act.

**XII. Assignment.**

No party to this Agreement may assign its rights or obligations hereunder.

**XIII. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.

**XIV. Authorization.**

Each County Board does hereby represent and warrant to the others that it is duly authorized to enter into and to carry out the terms of this Agreement.

**XV. Governing Law.**

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Kansas.

**XVI. Invalid Provision.**

The provisions of this Agreement are severable. If any portion of this Agreement is determined by a court to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement, to the fullest extent possible, shall remain in full force and effect.

IN WITNESS WHEREOF, each member has officially adopted and caused this Inter-local Agreement to be executed in the manner provided by law.

\_\_\_\_\_

County

By: \_\_\_\_\_

\_\_\_\_\_

Title of Official

Attest:

\_\_\_\_\_

City/Board Clerk

Approved as to form:

\_\_\_\_\_

County Attorney

Approved pursuant to K.S.A. 12-2904

\_\_\_\_\_

Attorney General