

**COWLEY COUNTY, KANSAS**  
**Request for Board Action**

**Date:** 8/7/25

**Requested By:** Susan Slothower-Gober, CDDO Director

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**Action Requested:** For BOCC Meeting on 8/19/25, request approval for affiliation of Our Cozy Corner, LLC.

**Fiscal Impact:** None

- ☐ Budgeted item with available funds
- ☐ Non-budgeted item available through reprioritization
- ☐ Non-budgeted item with additional funds requested
- ☒ Not Applicable

**Attachments:** The CDDO received a request for affiliation from Our Cozy Corner, LLC, an independent targeted case management provider. Notice of successful licensure issued by KDADS was received in addition to all documents and approvals required for Cowley County CDDO affiliation. Our Cozy Corner, LLC consists of one owner/operator with a prospective capacity of serving 50 people with Intellectual & Developmental Disabilities in Cowley County. This is a needed service in our area. I recommend approving affiliation.

## Affiliation Agreement

THIS AGREEMENT is made this 16th day of July 2025, by and between Cowley County CDDO Department, a state-designated community developmental disability organization (CDDO), and (AFFILIATE) to provide services to eligible persons in compliance with the Developmental Disabilities Reform Act, K.S.A. §39-1801 et seq., and its implementing regulations (Collectively "the DD Reform Act").

1. **PURPOSE.** Through this agreement the parties desire to set out their respective obligations as CDDO and AFFILIATE regarding the services to be provided and the use of funds that are accessible as reimbursement for these services because of the contractual relationship between the parties. Consistent with K.S.A. §39-1809, however, nothing in this agreement should be read to create any entitlement to services. This agreement is a sub-contract to the agreement entered into as provided in the DD Reform Act between the Kansas Department of Aging and Disability Services (KDADS), and CDDO.
2. **DEFINITIONS.** The definitions used in the DD Reform Act, K.A.R. 30-63-01 et seq. and K.A.R. 30-64-01 et seq., as well as any defined terms referred to in the KDADS & CDDO contract, and any amendments thereto, are incorporated herein by reference, and are to be applied to any term not defined in this agreement.
3. **TERM.** This agreement is effective on the date written above and will continue until it is replaced by another written agreement signed by the parties or terminated as provided below.

#### 4. ENFORCEMENT AND DISPUTE RESOLUTION

Should AFFILIATE fail to maintain compliance with this or any relevant Federal or State Statute or regulation, or other regulation or requirement incorporated by reference, AFFILIATE will be notified in writing of all deficiencies in its role as an AFFILIATE, or in the provision of services, or in any way failing to comply with this agreement. CDDO will provide technical assistance as necessary. Affiliate will have thirty (30) days – or less time if the health and safety of person(s) served warrant – to address with a corrective action plan or resolve any deficiency as specified in the official notification. Should the AFFILIATE fail in this responsibility, CDDO may take appropriate action in accordance with K.A.R. 30-64-22 which may result in the following:

- A. Suspending Affiliate's ability to provide services to additional persons or
- B. Imposing a fine of not greater than \$125/day or
- C. Termination of this agreement.

This is not an all-inclusive list of consequences.

If Affiliate does not agree with any determination by CDDO, Affiliate may utilize the dispute resolution process outlined in CDDO Policy and Procedure on Dispute Resolution.

5. **TERMINATION.** This agreement may be terminated under any of the following terms or occurrences in accordance with:

A. AFFILIATE may terminate this agreement after giving CDDO at least 90 days written notice or a mutually agreed to time for successful transition to new services for all people receiving services.

B. The CDDO may terminate this agreement for cause. Cause for termination is limited to the following: Affiliate's material breach of the terms and conditions of the Agreement or the willful breach, habitual neglect, or other continued failure of the Affiliate to abide by a law, rule, policy, or procedure for which the Affiliate has received notice from the CDDO, KDADS or the State of Kansas. In the event the CDDO attempts to terminate the Agreement for cause, Affiliate will be provided written notice of the reasons for such termination. Affiliate will have 30 days following receipt of such notice in which to cure the alleged cause for termination or bring an appeal under the CDDO Policies and Procedures.

6. **SERVICES TO BE PROVIDED.** AFFILIATE shall provide those services selected on the attached Addendum A, and will comply with any additional contractual duties relating to each service selected as referenced on the attached Addendum B. AFFILIATE may add or increase capacity of services at any time during the term of this agreement as identified on Addendum A. AFFILIATE may delete a service or decrease capacity of a service by giving a minimum of 90 days' notice to the CDDO. Effective date will be the date the CDDO, and AFFILIATE execute a revised Addendum A, which then will be substituted as an attachment to this agreement. The decrease in capacity will remain in effect for a mutually agreed upon time.

7. **DUTIES OF AFFILIATE.** In connection with the services to be provided, AFFILIATE must do the following:

A. Maintain compliance with all federal and state laws and regulations (including the DD Reform Act and KDADS policies) applicable to AFFILIATE during the term of this agreement regarding the services to be provided, including any requirements of the Medicaid Provider Agreement. AFFILIATE will comply with all applicable Health Insurance Portability and Accountability Act (HIPAA) standards.

B. Satisfy any licensing requirements necessary for AFFILIATE to provide services.

If AFFILIATE loses its license to provide services, AFFILIATE will no longer be provided with funds for those services and will cooperate with CDDO in assisting the transition of persons served to alternative service providers until all service needs are met.

- C. Comply with all CDDO written procedures adopted pursuant to K.A.R. 30-64-21, and amendments to those procedures made during the term of this agreement. AFFILIATE acknowledges it has received, or had an opportunity to review, current CDDO procedures prior to execution of this agreement. CDDO policies and procedures are available on the CDDO website: <https://www.cowleycountyks.gov/departments/CommunityDevelopmentalDisabilityOrganization>.
- D. Permit the Legislative Division of Post Audit, pursuant to K.S.A. §46-1101 et seq., KDADS Audit Services, or CDDO to access any records, documents or other information regarding the execution or performance of this agreement.
- E. Comply with all applicable terms contained in the KDADS & CDDO Contract regarding community service providers. AFFILIATE acknowledges it has received, or had an opportunity to review, the current KDADS & CDDO Contract prior to execution of this agreement.
- F. Comply with all applicable service limitations and expectations as may be identified on Addendum A.
- G. AFFILIATE shall refer all initial contacts to the CDDO.
- H. AFFILIATE shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. This shall be addressed in an AFFILIATE Ethics policy.
- I. During the term of this contract, AFFILIATE shall furnish CDDO, in such form as CDDO may require, such statements, records, reports, data and information as CDDO may request, with reasonable notice, pertaining to matters covered by this agreement. CDDO may also require, with reasonable notice, AFFILIATE representation at meetings, pertaining to matters covered by this agreement. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.
- J. AFFILIATE shall cooperate with all CDDO administrative activities including, but not limited to:
  - single point of entry
  - application
  - eligibility determination and referral
  - third party eligibility determination reviews

- gatekeeping
- dispute resolution
- Council of Community members
- quality assurance
- quality enhancement
- funding management
- management of Kansas Aging Management System (KAMIS) .

**8. DUTIES OF CDDO.** In connection with services to be provided, CDDO will:

- A. Maintain compliance with all federal and state laws and regulations applicable to CDDO during the term of this agreement regarding the services to be provided.
- B. Maintain compliance with the KDADS & CDDO Contract and all CDDO written procedures adopted pursuant to K.A.R. 30-64-21 and amendments to those procedures made during the term of this agreement.
- C. Make available, upon request, the KDADS & CDDO Contract and any amendments to it.
- D. Serve as the single point of application, eligibility determination and referral for persons desiring community services.
- E. Make available upon request those individuals who are waiting for service; except those who have requested their name be kept confidential.
- F. Monitoring Authority. The CDDO may monitor Affiliate services for effectiveness and efficiency, whether the services are responsive and satisfactory to persons served, and continued eligibility. The CDDO may engage in monitoring by any reasonably necessary means, including observation, evaluation, interviews, and review of service and billing records. Affiliate will fully and timely cooperate with the CDDO in its monitoring activities.

**9. FUNDING.**

- A. CDDO will not owe any financial, funding or collection duty to AFFILIATE, except as to funds actually received through the State/CDDO Contract by CDDO for services provided by AFFILIATE.
- B. In the event aggregate funding provided to CDDO from the state and/or federal sources is not sufficient to provide for full payment, the obligations of the parties shall be reduced on a pro rata basis, renegotiated, or terminated, at the option of CDDO provided that any termination of this agreement shall be without prejudice to any obligations or liabilities of the parties accrued prior to the termination.

10. **INDEPENDENT CONTRACTOR RELATIONSHIP.** AFFILIATE is acting as an independent contractor in providing services and performing the duties contemplated by this agreement, and neither party is an agent, representative or employee of the other. As an independent contractor, AFFILIATE is responsible for determining the appropriate manner and means of providing the services hereunder and these services will be provided under the control and direction of AFFILIATE. All services shall be performed in accordance with the provisions of this agreement and applicable federal, state and CDDO laws, regulations, rules, and policies, and shall be subject to the continuing right of inspection and audit as provided herein.

AFFILIATES who are individuals further understand and agree that:

- AFFILIATE will supply any needed transportation, tools, equipment or supplies to perform the services, and CDDO will not reimburse any such expenses and does not furnish any transportation, tools, equipment, or supplies
- AFFILIATE will follow all laws, rules, guidelines and procedures of the State of Kansas and federal government in performing the services hereunder
- AFFILIATE is accountable to CDDO and the State of Kansas for the end result only
- AFFILIATE may have other employment
- AFFILIATE will have the ability to incur a profit or loss with the services hereunder

As an independent contractor, AFFILIATE must provide for itself any insurance coverage, including workers' compensation insurance, and must pay all appropriate federal, state and local taxes and withholdings, and unemployment compensation. CDDO will not be responsible for withholding social security, or any federal, state or local income tax, or unemployment compensation insurance premiums from any payments that may be made by CDDO to AFFILIATE.

11. **INDEMNIFICATION.** AFFILIATE shall indemnify and hold harmless CDDO against any loss, damage, or expense (including reasonable attorneys' fees) that is imposed on, incurred by, or asserted against CDDO that in any way arises out of any act or omission by AFFILIATE regarding AFFILIATE's performance of this agreement. Similarly, CDDO shall indemnify and hold harmless AFFILIATE against any loss, damage or expense (including reasonable attorney fees) that is imposed on, incurred by, or asserted against AFFILIATE that arises out of any act or omission by CDDO regarding CDDO's performance of this agreement. Any party seeking indemnification (the Indemnitee) must promptly give notice of any such claim to the party from whom indemnification is sought (the Indemnitor). Indemnitor may resolve the claim or retain counsel to represent the Indemnitee in defense of the claim. Indemnitor may not consent to judgment or settlement unless the claimant gives Indemnitee an unconditional release from liability with respect to the claim. If the Indemnitee does not assume the defense, or otherwise resolve the claim, Indemnitee may protect its interests as it reasonably deems appropriate, and Indemnitor will promptly reimburse Indemnitee for any final judgment rendered and for all reasonable expenses incurred. A party's obligation to indemnify will survive after

this agreement is terminated.

12. **AMENDMENTS.** This agreement may not be amended unless the parties agree to the amendment in writing, and the document is executed by duly appointed representatives of AFFILIATE and CDDO.
13. **NOTICES.** All notices to be provided under this agreement must be in writing and sent to the address listed below or such other address as may be designated by the parties. Notices must be personally delivered, or shall be deposited in the U.S. mail, first class postage prepaid. Notice will be deemed effective at the time of delivery or mailing.

**CDDO:** Cowley County CDDO Department  
311 E. 9<sup>th</sup> Avenue  
Winfield, KS 67156

**AFFILIATE:**

[name, address, phone  
&, E-mail]

14. **CONFIDENTIALITY/HIPAA:** Regarding Protected Health Information (PHI), both parties will comply with requirements in accordance with the current CDDO/KDADS Contract and Business Associate Agreement (BAA) as well as current State and Federal Laws and regulations and amendments thereto. Attached to this agreement as Exhibit A is the BAA between KDADS and the Cowley County CDDO Department and the same is incorporated into and becomes a part of this agreement, the same as if set forth in full herein.
15. **WAIVER OF BREACH.** Nothing herein shall be deemed waived or released unless in writing and signed by the parties, and the waiver by any party of a breach of provision of this agreement will not operate or be construed as a waiver of any subsequent breach by either party.
16. **ASSIGNMENT.** AFFILIATE may not assign, transfer or otherwise dispose of this agreement without the prior written consent of CDDO.
17. **VENUE & GOVERNING LAW.** This agreement shall be governed by the laws of the State of Kansas.
18. **SEVERABILITY.** If any term or condition in this agreement is declared invalid or unenforceable by a court, the remaining independent provisions will remain in full force and the agreement will be interpreted as if the invalid or unenforceable term/condition were not contained in the agreement.
19. **ENTIRE AGREEMENT.** This document represents the entire agreement between the parties regarding the services and terms contained herein, and supersedes any previous discussions or understanding, oral or written, between CDDO and AFFILIATE regarding the same services and terms.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date first above written.

**BOARD OF COUNTY COMMISSIONERS  
OF COWLEY COUNTY, KANSAS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Commissioner

Attest \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date

**COWLEY COUNTY CDDO  
DEPARTMENT**

Signature: \_\_\_\_\_

CDDO Director

Date: \_\_\_\_\_

**AFFILIATE**

Provider: Our Cozy Corner

Address: 1118 North 9th  
Street Arkansas City, KS  
67005

Phone Number: 620-415-0412 or  
620-660-5052

Website:

N/A

Christina Brummett  
Contact Person

Email:

cozycornerllc2025@gmail.com

Christina Brummett  
Signature/Title

Christina Brummett

Printed Name

Date: 7/16/25



## **ADDENDUM 'B'**

### **LIMITATIONS AND EXPECTATIONS**

#### **Requirements for AFFILIATE (excluding environmental/adaptive equipment vendors).**

- A. **Training Requirements.** AFFILIATE will assure that all staff providing direct services have a minimum of 15 hours of training and are trained in reporting abuse/neglect/exploitation, confidentiality, and the rights of persons with developmental disabilities. AFFILIATE agrees to meet all applicable OSHA regulations.
- B. **Background Requirements.** AFFILIATE shall not employ or utilize the services of any individual who has a conviction, confirmation or history of abuse, neglect or exploitation of children or vulnerable adults. The AFFILIATE conducting the background check is responsible for ensuring such individuals are not employed or utilized. Background checks are to be repeated every two years.

Prior to employment, AFFILIATE shall complete the following background checks:

- Department of Children and Family Services – Adult Protective Services (APS) Registry
- Department of Children and Family Services – Child Protective Services (CPS) Registry
- KDHE – Kansas Nurse Aid Registry
- Kansas Bureau of Investigation
- Kansas State Board of Nursing, if applicable
- Motor Vehicle Screen
- Other checks as identified by the CDDO

Criminal background checks shall be submitted through KDADS Health Occupations Credentialing, The Kansas Bureau of Investigation, or any other entity with access to criminal history information, including adjudications of juvenile offender which if committed by an adult would have been a felony which is a crime against person.

Motor Vehicle (Driver's License) checks do not prohibit employment but are designed to ensure the employer is aware of the individual worker's driving record.

The results of the background checks shall be available to the CDDO Staff. It is AFFILIATE's responsibility for any charges or fees incurred in order to complete background checks.

- C. AFFILIATE shall maintain all licenses, permits, certifications and insurance required by federal, state or local authority and notify the CDDO if any required license, permit or insurance is canceled, suspended or otherwise ineffective.

AFFILIATE shall direct its general liability insurance company and worker compensation insurance company to provide CDDO with verification of the dates and amounts of such

coverage, and each such policy shall state that coverage thereunder shall not be cancelled without 30 days advance written notice to CDDO.

- D. AFFILIATE and all employees, agents and representatives of AFFILIATE shall immediately report any incidents of suspected abuse, neglect or exploitation directly to the appropriate official body responsible for investigating such incidents including, but not limited to, the CDDO, Department of Children and Family Services Adult or Child Protective Services, Law Enforcement and Adverse Incident Reporting System (AIRS). The person's legal guardian, if one has been appointed, must also be notified. The CDDO's Critical Incident Report is submitted to the CDDO by AFFILIATE to report such incidents.
- E. Affiliates shall report all incidents as required by the Adverse Incident Reporting System (AIRS). Affiliate should refer to AIRS manual for more information.
- F. Affiliate shall report all incidents involving police, incidents of suspected abuse, neglect or exploitation, unexpected hospitalizations, emergency rooms or urgent care visits, mental health screenings within one business day to the individual's case manager detailing what occurred prior to the incident, the incident, any treatment received and if applicable what steps the Affiliate plans to take to resolve the incident. The CDDO's Critical Incident Report is submitted to the CDDO by AFFILIATE to report such incidents.
- G. AFFILIATE shall pay all applicable local, state and federal income, sales and any other taxes.
- H. AFFILIATE shall provide information to clients and their support network regarding the rights of people with developmental disabilities and how to access AFFILIATE's dispute process at least annually.
- I. AFFILIATE shall appoint a representative to attend CDDO Affiliate Meetings. The CDDO will publish the date, time, and location of the meeting at least 7 days in advance of the meeting by email.
- J. If the CSP receives \$750,000 or more in annual gross revenues, the CSP shall submit audited financial statements to the Cowley County CDDO in accordance with Generally Accepted Accounting Principles (GAAP). Audits must be submitted no later than nine (9) months following the CSP's fiscal year end. The audit must include any management letters provided by the independent auditor.  
Affiliates solely contracted to provide Financial Management Service (FMS) are required to submit audits on a timeframe consistent with the State of Kansas requirements.

AFFILIATE shall be responsible for mailing one (1) copy of the independent auditor's report to the CDDO within the earlier of thirty (30) days after the auditor report(s), or nine (9) months after the end of the audit period.

AFFILIATES that receive less than \$500,000 will provide a letter from a certified accountant attesting:

- a. The AFFILIATE is in compliance with federal and state payroll tax requirements,
- b. The AFFILIATE is in compliance with Kansas Worker's Compensations Act.

- K. AFFILIATE shall provide information in the biennial independent rate study conducted by Kansas Department of Aging and Disability Services as required by the Developmental Disability Reform Act.
- L. AFFILIATE will begin serving individuals entering services via crisis access to waiver services within fourteen (14) days of being selected. Individuals entering services via transfers or new services will begin to be served by AFFILIATE within 60 days of being selected. If the AFFILIATE believes they may be unable to initiate services within 60 days of notification of choice, the AFFILIATE will identify barriers and a course of action to resolve such as soon as receiving the referral. AFFILIATE will share the plan for overcoming the barriers with the CDDO on an ongoing basis until the individual is in service. Consistent movement toward serving the individual effectively and expeditiously is the goal.  
  
AFFILIATE shall insure that no services are initiated without provider choice being offered by the CDDO and the affiliate has received New Referral/Funding Information.
- M. AFFILIATE cannot refuse to serve an individual based on severity level of disability.
- N. AFFILIATES providing Financial Management Services will give CDDO 30 days' notice prior to terminating the service for cause to an individual.

**Requirements for Licensed AFFILIATE.**

- A. All medications and medical procedures are completed by a nurse, or a nurse delegates the responsibility to staff.
- B. Training Requirements.
  - First Aid certification
  - C.P.R. certification specific to the age group services are provided
  - Emergency preparedness
  - Abuse, Neglect and Exploitation
  - Rights and Responsibilities
  - Medication Administration (if Applicable)
  - Behavior Management (if Applicable)
- C. AFFILIATE with a Limited license shall maintain a minimum of \$500,000 in general liability insurance and maintain insurance coverage for Abuse and Molestation if available. CDDO shall be named as an additional insured on these policies.

- D. AFFILIATE with a Full license shall maintain a minimum of \$1,000,000 in general liability insurance and a minimum sublimit of \$100,000 for Abuse and Molestation. CDDO shall be named as an additional insured on these policies.
- E. AFFILIATE shall have a Human Rights Committee review all restrictive procedures, including psychotropic medications that meets the requirements set forth in KAR30-63-23.
- F. AFFILIATE with full license shall appoint at least one representative to participate in the CDDO Council of Community Members. The representative(s) will attend bimonthly meetings.
- G. Case Managers shall report to the CDDO all incidents involving police, incidents of suspected abuse, neglect or exploitation, hospitalizations, emergency rooms or urgent care visits, mental health screenings within one business day of receipt of the information detailing what occurred prior to the incident, the incident, any treatment received and if applicable, what steps the Affiliate plans to take to resolve the incident. Reports shall be made on the Critical Incident Report form and AIR report and submitted within 24 hours of the incident.
- H. Case Managers shall coordinate with the Managed Care Organization to jointly develop and review the plan of care.