

**AGREEMENT BETWEEN  
WILLIAMSON COUNTY  
AND YELLOW HOUSE FOUNDATION  
12 STEP RECOVERY GROUPS**

**WITH FUNDING FROM:  
THE BUREAU OF JUSTICE ASSISTANCE (BJA)  
COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM (COSSUP) GRANT AWARD**

This Agreement (“Agreement”) is between Williamson County (the “COUNTY”), a political subdivision of the State of Texas, and Yellow House Foundation (“YHF”), a nonprofit 501(c)3 tax-exempt organization operating in the state of Texas, (collectively, the “Parties”), and shall be effective on October 1, 2024 (“Effective Date”). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, the COUNTY has applied for and received a Notice of Funding Award from the federal Bureau of Justice Assistance (BJA) Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Grant 14198183 to implement Expanding Evidence-Based Substance Use Treatment and Aftercare Services project in Williamson County, Texas; and

WHEREAS, the purpose of the awarded residential withdrawal management treatment project is to reduce overdose fatalities and promote sustained recovery from substance use among Williamson County residents; and

WHEREAS, the primary beneficiaries of the project include adults and adolescents in Williamson County who are experiencing or recovering from a substance use disorder, especially individuals who are uninsured or underinsured; and

WHEREAS, the secondary beneficiaries include their family members, employers, and the community as a whole.

THEREFORE, the Parties agree as follows:

**I.  
GENERAL OVERVIEW**

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the YHF’s efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

YHF will provide access to 12 Step Recovery Groups for Williamson County residents who are uninsured/underinsured and demonstrating need of substance use recovery care.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

## II. PAYMENT

The COUNTY shall make available an amount of up to **\$300,000 (THREE HUNDRED THOUSAND DOLLARS)** for the three-year term of the BJA COSSUP grant award to YHF from the COUNTY's BJA COSSUP FUNDS to reimburse YHF for expenses related to eligible uses of COSSUP FUNDS as outlined in the BJA COSSUP Notice of Funding Award in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. YHF is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. List with non-identifiable information that includes number of clients assisted with substance use withdrawal management
- iii. General Ledger (monthly, generated from YHF's accounting system) coinciding with RFR
- iv. Timesheets and Payroll Reports (monthly, generated from YHF's payroll system) if budget included personnel
- v. Invoices of all other expenditures
- vi. Proof of payment of all expenditures

## III. TERM/TERMINATION

This Agreement shall become effective on the Effective Date and shall continue in full force and effect until September 30, 2027 unless terminated earlier in accordance with this Agreement. If at any time YHF contract is suspended or revoked, or if YHF becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and YHF must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if YHF fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, YHF shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, YHF agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a “Force Majeure Event”), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

#### IV. AMENDMENTS

This Contract may not be amended without a written agreement; however, YHF may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, YHF must submit a written request to COUNTY and receive written approval of same.

#### V. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, YHF will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

YHF shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

#### VI. MONITORING

YHF agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2

CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between YHF and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of YHF's obligations to COUNTY under this Agreement. The YHF agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the YHF with reasonable advance notice of intended audits. The YHF must provide records within ten (10) business days or a mutually agreed upon timeline. YHF may withhold any information that it is mandated to withhold to comply with state or federal law.

## VII. ALLOWABLE COSTS

COUNTY payment to YHF does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid is ineligible for reimbursement, the YHF will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by YHF are allowable and eligible for reimbursement. If COUNTY has paid funds to YHF for unallowable or ineligible costs, COUNTY will notify YHF in writing, and YHF shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to YHF to offset reimbursement for any unallowable or ineligible expenditure that YHF has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

## VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If YHF, within YHF's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, YHF shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

## IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, YHF must request disposition instructions from the COUNTY.

#### X. LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

YHF shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements, funding award terms and conditions and compliance related to the BJA COSSUP grant award. YHF shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

#### XI. DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

YHF is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. YHF agrees to maintain an active registration in the System for Award Management (SAM.gov)

#### XII. INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

#### XIII. SUBCONTRACTING AUTHORITY

YHF may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. YHF agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.  
DOCUMENTATION

YHF shall keep and maintain, for a period not less than five (5) years after the end date of this Agreement, any and all records relating to use of the BJA COSSUP award funds described herein.

XV.  
FORM 1295 COMPLIANCE

YHF acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government Code Section 2252.908, as amended.

XVI.  
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County:

County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78628

and

County Auditor  
710 Main Street, Suite 301  
Georgetown, Texas 78628

YHF

Yellow House Foundation  
804 Leander Drive  
Leander, TX 78641

XVII.  
SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVIII.  
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.  
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below.

**COUNTY:**

**Williamson County, Texas**

**YHF:**

**Yellow House Foundation**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 20\_\_



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Demariee Anderson

\_\_\_\_\_  
Printed Name

Date: January 17, 20\_\_

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**APPENDIX A – Scope of Services**  
Yellow House Foundation  
12 Step Recovery Support Groups  
Funded through the BJA COSSUP Grant Award

Major activities of this investment include:

YHF will host 12 Step recovery support groups in Williamson County for persons graduating from residential withdrawal management programs, as well as others who wish to maintain their sobriety, share their experience, and ultimately offer hope to others.

- YHF will ensure recovery support groups remain available at either its temporary or future permanent location, offering a minimum of 125 meetings/month and serving an average of 3,300 people/month as evidenced by monthly reports.
- YHF will submit monthly outcome reports to the Bluebonnet Trails Community Services Project Coordinator no later than the 7<sup>th</sup> day of the month following service delivery.
- YHF will ensure recovery support groups remain available at either its temporary or future permanent location.
- YHF will submit monthly invoices to COUNTY no later than the 10<sup>th</sup> day of the month following service delivery; whereby COUNTY contributes an annual amount not to exceed \$100,000 toward YHF operating expenses: rent (or future mortgage), telephone, internet, water, wastewater, electricity, trash and contracted building maintenance.



**APPENDIX B – Program or Project Budget/Allowable Expenses**

Yellow House Foundation  
12 Step Recovery Support Groups  
Funded through the BJA COSSUP Grant Award

**YELLOW HOUSE FOUNDATION 12 STEP RECOVERY SUPPORT GROUPS BUDGET:**

The BJA COSSUP grant funding through COUNTY supports the activities described within Appendix A, Scope of Work.

**Total 3 Year Period: \$300,000**

**Annual Award to YHF:**

Year 1: \$100,000

Year 2: \$100,000

Year 3: \$100,000

COUNTY contracts with YHF, for the following:

Description of Funded Activities	Total Year 1	Total Year 2	Total Year 3
12 Step Recovery Support Groups	\$100,000	\$100,000	\$100,000
<b>Total Funding through BJA COSSUP Award</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>