

Standard Purchasing Agreement

This Standard Purchasing Agreement ("Agreement") is entered into between the University of Houston ☒ on behalf of the Department/College/Division/School of Political Science ("University") and Fort Bend Health and Human Services ("Contractor"). University and Contractor may be referred to singularly as a "Party" and collectively as the "Parties."

1. **TERM:** The term of this Agreement ("Term") will begin on Upon Execution and end on 7/31/25, unless terminated earlier pursuant to the terms of this Agreement or extended by mutual written agreement of the Parties.
2. **SERVICES:** Insert detailed description of the goods and/or services to be provided by Contractor pursuant to this Agreement ("Services") and attach additional pages if necessary.
 Fort Bend County Health and Human Services is the community partner for the grant AIM AHEAD Grant 1OT2OD032581-03. Per the award, as a partner, the County will directly support the PI with the implementation of the project as described in the grant with Award ID 000183377 and Project ID G0512862 (see attached approved budget).

☐ ← Check here if an exhibit, offer, proposal or other similar document (collectively, "Attachment") is being added as part of this Agreement. Any such Attachment: (i) should be described above in this Section 2 and attached to this Agreement; and (ii) is hereby incorporated by reference. In the event of any inconsistency between the Attachment and this Agreement, this Agreement will prevail.
3. **COMPENSATION:** Check one box only:

☒ **This is a fixed price contract.** University will pay Contractor the amount of \$ 112,500.

☐ **This is not a fixed price contract.** University will pay Contractor an amount not to exceed \$ _____ (based on an hourly fee and/or other method of calculation as follows: _____).

☐ **This is not a fixed price contract and will be performed on a service-order basis.** University will pay Contractor an amount not to exceed \$ _____ (based on service order form(s) to be completed and signed by the Parties, a version of which will be provided to Contractor by University). University will engage Contractor on an "as-needed if needed" basis and does not guarantee the purchase of any quantity or dollar amount of Services.
4. **PAYMENT TERMS:** Contractor shall submit detailed invoices to University describing the Services rendered, the times when such Services were performed, compensable expenses and the amount due. University will pay undisputed amounts within thirty (30) days of receiving invoices. Payment terms are subject to Chapter 2251 of the Texas Government Code.
5. **ELIGIBILITY TO RECEIVE PAYMENT:** In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contractor certifies that it is not ineligible to receive this Agreement and payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment if this certification is or becomes inaccurate. Contractor acknowledges that, in accordance with Section 403.055 of the Texas Government Code, as applicable, if the Texas Comptroller of Public Accounts is currently prohibited from issuing a warrant to Contractor, Contractor agrees that payments under this Agreement will be applied to the debt or delinquent taxes owed to the State of Texas until the debt or delinquent taxes are paid in full.
6. **CONTRACTOR'S STATUS AND RESPONSIBILITIES:** In performing the Services, Contractor will be deemed an independent contractor and not University's agent or employee. This Agreement will not be construed to create any partnership, joint venture or other similar relationship between the Parties. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services. Contractor shall perform the Services in strict accordance with this Agreement and in accordance with the highest standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services. ☐ ← Check here if Contractor is an individual and has been a temporary or permanent employee of the State of Texas (including any component of the University of Houston System) within the past two (2) years. If so, Contractor must attach a separate statement setting forth the name of the agency or department by which Contractor was employed, the dates of employment, the annual rate(s) of compensation during such employment and the nature of Contractor's assigned duties.
7. **INTELLECTUAL PROPERTY:** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

- 8. OWNERSHIP OF WORK PRODUCT:** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of University. Contractor shall deliver all such materials to University upon completion, termination or cancellation of this Agreement. Any programs, data or other materials furnished by University for use by Contractor in connection with the Services performed under this Agreement will remain University's property.
- 9. INDEMNITY:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless University, its component institutions and each of their directors, officers, agents and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Contractor, its employees, agents, contractors or subcontractors.
- 10. INSURANCE:** Prior to commencing performance of its obligations under this Agreement, Contractor shall maintain on a primary basis, at its sole expense, Commercial General Liability insurance coverage in an amount of no less than \$1,000,000 per occurrence. If Contractor will enter University property during the Term, then Contractor shall also maintain the following insurance: (i) Workers' Compensation coverage as required by law with statutory limits for the State of Texas, including Employers Liability coverage with minimum liability limits of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury by disease per each employee; and (ii) Commercial Automobile Liability in an amount of no less than \$1,000,000 Combined Single Limit. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability. All policies must contain a waiver of subrogation endorsement in favor of University. General Liability and Commercial Automobile Liability policies must name University as an Additional Insured. Contractor shall provide Certificates of Insurance evidencing these insurance requirements prior to the start of work under this Agreement. University reserves the right to review and allow deviations or waivers of these insurance requirements with review and written approval of authorized personnel in the University of Houston's Risk Management Department. This may be accomplished either by Risk Management initialing the designated space near the signature block below, which will waive all insurance requirements, or through a Waiver or Deviation of Insurance form which becomes a part of this Agreement if attached. University reserves the right to require additional insurance coverages or amend the limits outlined above at its sole discretion.
- 11. INSPECTION AND ACCEPTANCE OF SERVICES:** University reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, University may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to University; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to University in this Agreement or otherwise available at law.
- 12. RISK OF LOSS:** All work performed by Contractor pursuant to this Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the work prior to University's acceptance, such loss or damage will be Contractor's responsibility. Delivery of any goods to University pursuant to this Agreement must be FOB destination.
- 13. COMPLIANCE:** Contractor shall observe and abide by all applicable local, state and federal laws (including without limitation the Jeanne Clery Act), regulations and University policies and procedures.
- 14. CONFIDENTIALITY; DATA PROTECTION:** Subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code) and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval. As applicable, Contractor shall maintain and process all information it receives in compliance with all applicable data protection/privacy laws and regulations and University policies.
- 15. PUBLICITY:** Contractor shall not use University's name, logo or other likeness in any press release, marketing material or other announcement without University's prior written approval.
- 16. SUBCONTRACTORS:** If Contractor is permitted to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.
- 17. PRODUCTS AND MATERIALS PRODUCED IN TEXAS:** In performing its obligations under this Agreement, Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas. [Section 2155.4441 of the Texas Government Code]

- 18. BONDS:** If applicable to the Services and this Agreement, Contractor shall secure payment and/or performance bonds in accordance with Section 2253.021 of the Texas Government Code upon executing this Agreement.
- 19. AUDIT:** Execution of this Agreement constitutes Contractor's acceptance of the authority of University, the Texas State Auditor and/or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contractor agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.
- 20. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.
- 21. DEFAULT:** A Party will be in default of this Agreement if such Party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting Party. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek other relief as provided by law.
- 22. TERMINATION FOR CONVENIENCE:** University may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Contractor. University will only be liable for payment for Services received prior to the effective date of such termination.
- 23. NOTICE:** Any notice required or permitted by this Agreement must be in writing and addressed to the Party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as of the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, or (iii) received by facsimile.

To University:
Dept. Name: Political Science
Attn: Marie Schwartz
Address: 3551 Cullen Blvd Rm 447 PGH
Houston TX 77204
with a copy to:
Office of the General Counsel
Attn: Contract Administration
311 E. Cullen, Ste. N
Houston, TX 77204-5010

To Contractor:
Fort Bend Health and Human Services
Attn: _____
Address: _____

with a copy to:

Attn: _____
Address: _____

- 24. BREACH OF CONTRACT CLAIMS:** To the extent Chapter 2260 of the Texas Government Code is applicable to this Agreement and not preempted by other law, the dispute resolution process provided by Chapter 2260 and the rules adopted by the Texas Attorney General will be used by the Parties to attempt to resolve any claim for breach of contract made by Contractor against University that cannot be resolved in the ordinary course of business.
- 25. FUNDING CONTINGENCY:** University's performance under this Agreement may be dependent upon appropriation of funds by the Texas State Legislature ("Legislature") and/or allocation of funds by University's Board of Regents ("Board"). If the Legislature fails to appropriate the necessary funds or the Board fails to allocate the necessary funds, University may terminate this Agreement without liability by providing written notice to Contractor.
- 26. CONTRACTOR REPRESENTATIONS:** If Contractor is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so.
- 27. PUBLIC INFORMATION.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act. In accordance with Section 552.002 of the Texas Public Information Act and Section 2252.907 of the Texas Government Code, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under the Texas Public Information Act) available in a format reasonably requested by University that is accessible by the public.
- 28. WAIVER:** Waiver by either Party of a breach or violation of any provision of this Agreement will not operate as a waiver of any subsequent breach.
- 29. SURVIVAL:** Termination or expiration of this Agreement will not affect the Parties' rights or obligations that, by their nature and context, are intended to survive termination or expiration.

- 30. ELECTRONIC DELIVERY:** Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.
- 31. LIMITATIONS:** Terms and conditions of this Agreement will only be binding on University to the extent permitted by the Constitution and laws of the State of Texas.
- 32. NO FRAUD VIOLATIONS:** Contractor affirms that it has not been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds and that it does not employ officers or employees that have been convicted of, or pled *nolo contendere* or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds.
- 33. FOREIGN NATIONAL INFORMATION ADDENDUM:** Contractor must check the appropriate box. The Contractor **IS NOT BOTH** an **individual** and a **Foreign National** (i.e., is not a U.S. Citizen or U.S. Resident Alien) ☒ or the Contractor **IS BOTH** an **individual** and a **Foreign National** ☐ A Contractor who is **BOTH** an individual and a Foreign National must complete the Foreign National Information Addendum located on the University of Houston website (<http://www.uh.edu/legal-affairs/contract-administration/contract-documents/amendments-addenda/>) and submit it with this Agreement to the University. This information is required to ensure that the Contractor is eligible to receive payment and that the correct tax withholding, if any, is applied to that payment. The Foreign National Addendum must be submitted to the University at least three weeks before services will be performed under this Agreement. Contractors who are not individuals and Foreign Nationals are not required to attach the Foreign National Information Addendum to this Agreement.
- 34. ACCESS BY INDIVIDUALS WITH DISABILITIES:** If Contractor provides electronic and information resources and associated information, documentation, and support to University under this Agreement (collectively, the "EIRs"), then Contractor represents and warrants (the "EIR Accessibility Warranty") that the EIRs comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). If Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to perform such obligations, then University may terminate this Agreement and Contractor will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date. If Contractor does not provide EIRs to University under this Agreement, then this provision does not apply to Contractor.
- 35. FORCE MAJEURE:** The performance of this Agreement is subject to acts of God, including fire, storms, and floods; war; orders, requisitions or necessity of the government; domestic and/or international threats or acts of terrorism; disasters; riots; rebellions; strikes or other labor disputes; civil disorder; epidemics, pandemics, such as COVID-19 or any disease having a similar effect; any other national or regional emergency; curtailment of transportation facilities beyond the Parties' control; or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected and which makes it illegal, impossible, or impracticable for such Party to perform its duties and obligations under this Agreement (collectively, a "Force Majeure Event"). A Party may suspend performance of this Agreement during the occurrence of a Force Majeure Event if it is unable in good faith to perform its duties and obligations under this Agreement due to that Force Majeure Event. Additionally, if a Force Majeure Event lasts longer than thirty (30) continuous days then this Agreement may be terminated by the Party affected by such a Force Majeure Event, provided however, that the Parties are liable for and shall be required to perform the duties and obligations that arose prior to such Force Majeure Event.
- 36. GOVERNING LAW; VENUE:** This Agreement will be governed by the laws of the State of Texas without regard to choice of law principles. In the event of any suit or action arising from this Agreement, the Parties consent to jurisdiction of the courts in Harris County, Texas.
- 37. MISCELLANEOUS:** This Agreement, together with any Attachment(s), constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, representations and understandings made by the Parties relating to such subject matter. This Agreement may not be amended or otherwise modified except by the written agreement of both Parties. Contractor may not assign this Agreement without University's prior written consent. The invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.

Insurance Requirements Waiver – IF the Insurance Requirements are not applicable to the Services or if University otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate University representative from the **Department of Risk Management** may waive the requirements by initialing here: → Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

University of Houston	
Signature: _____	
Printed Name: David McMullen	
Title: Exec Director of Business Operations	
Date: _____	

CONTRACTOR:
Signature: _____
Printed Name: _____
Title: _____
Date: _____



Artificial Intelligence/Machine Learning Consortium to Advance Health Equity and Researcher Diversity (AIM-AHEAD) Program

October 16, 2024

RE: PUBLIC-PRIVATE PARTNERSHIPS TO IMPROVE POPULATION HEALTH USING AI/ML (P4)
PROGRAM NOTICE OF AWARD

Grant Number: 1OT2OD032581-03

Project Application #: Y3-P4-930

Principal Investigator: Jeronimo Cortina

Primary Institution: University of Houston

Project Title: Unstable Housing and Mental Health: A Predictive Approach

Project Period 1: 10/1/2024 – 07/31/2025

Dear Jeronimo Cortina,

On behalf of the AIM-AHEAD Coordinating Center, I am pleased to send you this formal notice of award for your project Unstable Housing and Mental Health: A Predictive Approach for the Artificial Intelligence/Machine Learning Consortium to Advance Health Equity and Researcher Diversity Program Public-Private Partnerships To Improve Population Health Using Ai/ML (P4). The University of Houston intends to issue a subaward authorizing funding in the amount of **\$524,983.00** for the period of 10/01/2024-07/31/2025.

Our Office of Sponsored Programs will be contacting you to initiate the subaward agreement between your institution and University of Houston.

Sincerely,

Bettina M. Beech, DrPH, MPH, FAHA
MPI, AIM-AHEAD
PI, AIM-AHEAD South Central Hub

Jamboor K. Vishwanatha, PhD
PI, AIM-AHEAD Consortium

Marino A. Bruce, PhD, MSRC, MDiv
Co-Lead, AIM-AHEAD South Central Hub

Award Preparation Guidelines

The University of Houston will contact you and your institution's Business, Grants, or Contracts official to begin the process to establish a subaward agreement. Please complete the [AWARDEE DASHBOARD](#) and prepare the items below to facilitate the subaward agreement:

- Statement of work specifying milestones, deliverable and related tasks
- A Detailed Budget and Budget Justification
- Name, email and phone number of your institution's Business, Grants, or Contracts official who will facilitate the subaward process
- IRB approval letter or letter of non-human subject designation uploaded to this link: [AWARDEE DASHBOARD](#)
- A completed PaymentWorks application to establish your organization as a vendor.
- Active status in SAM.gov

Reminders

- Update your business contact and other team members under the TEAM ROSTER link in the [AWARDEE DASHBOARD](#).
- NIH requires IRB approval for research involving human subject or a letter designating the project as non-human subjects research. If you have any questions, we can connect you with the AIM-AHEAD's Regulatory Compliance Office (RCO) for guidance.
- If you are using OCHIN, AADB, All of Us, AWS open datasets or Biodata Catalyst data, please refer to our [Data and Research Core \(DRC\) page](#) and [Data and Infrastructure page](#) for your Data User Agreement and other data and infrastructure related needs.
- NIH strongly recommends your project adheres to ethical AI practices. The AIMAHEAD Ethics and Bias sub-core can provide valuable guidance and support. For more information on Ethics and Equity, please visit <https://www.aimahead.net/aim-ahead-ethics-equity/>.
- Any publications, presentations, and other data/information arising from your project should be approved by the AIM-AHEAD Leadership Core. Funding from AIMAHEAD must be acknowledged on all scholarly material resulting from this project. Please refer to the AIM-AHEAD Publication Policy at this [link](#) for additional information.
- All communications will be sent to the Contact (Primary) Principal Investigator (PI) and linked to your Project Application Number (see top of this letter for application number)

Please contact South Central Hub Leadership team at AIMAHEAD@central.uh.edu if you have any questions about this Notice of Award.

DETAILED BUDGET FOR INITIAL BUDGET PERIOD DIRECT COSTS ONLY						FROM 9/2024	THROUGH 9/2025	
List PERSONNEL (<i>Applicant organization only</i>) Use Cal, Acad, or Summer to Enter Months Devoted to Project Enter Dollar Amounts Requested (<i>omit cents</i>) for Salary Requested and Fringe Benefits								
NAME	ROLE ON PROJECT	Cal. Mnth	Acad. Mnth	Summer Mnth	INST.BASE SALARY	SALARY REQUESTED	FRINGE BENEFITS	TOTAL
Jeronimo Cortina	PD/PI		2 (22% effort during AY)		13,036	26,073	5,903	31,976
Renjie Hu	CO-I		1 (10% effort during AY)		10,377	10,377	2,691	13,068
Graduate Research Assistant	RA	6			2,880	17,280	1,210	18,490
SUBTOTALS →						53,730	9,804	63,534
CONSULTANT COSTS								
EQUIPMENT (<i>Itemize</i>)								
SUPPLIES (<i>Itemize by category</i>)								
TRAVEL								
AIM-AHEAD Annual Meeting								7,050
INPATIENT CARE COSTS								
OUTPATIENT CARE COSTS								
ALTERATIONS AND RENOVATIONS (<i>Itemize by category</i>)								
OTHER EXPENSES (<i>Itemize by category</i>)								
Community Partner Ft.Bend County		112,500						
Survey		45,500						
Subject Compensation		53,300						
Publication Costs		2,500						
Data Partner PolicyMap		40,000						
Computer Equipment		3,500						
Software		6,500						
								263,800
CONSORTIUM/CONTRACTUAL COSTS					DIRECT COSTS			
SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD (<i>Item 7a, Face Page</i>)							\$	334,384
CONSORTIUM/CONTRACTUAL COSTS					INDIRECT COSTS		\$	190,599
TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD							\$	524,983