

**SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICE COMMISSION
CONTRACT NO. HHS000911500001**

The Health and Human Services Commission (“**HHSC**” or “**System Agency**”), an administrative agency within the executive branch of the state of Texas, and Big PictureLab, LLC (“**Contractor**”), having its principal office at 4813 Red Bluff Road, Austin, Texas 78702, each a “**Party**” and collectively the “**Parties**,” enter into the following agreement (the “**Contract**”) for Special Supplemental Nutrition Program for Women, Infants, and Children Program (“**Texas WIC Program**”) Digital Video, Internet, and Multimedia Production Services.

I. Legal Authority

This Contract is entered into pursuant to Request for Proposal No. HHS0009115 and is authorized by and in compliance with the provisions of Section 17 of the Child Nutrition Act of 1966, Code of Federal Regulations, Title 7, Part 246, Texas Health and Safety Code Chapter 32, and Texas Government Code Chapter 531.

II. Duration

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on **August 31, 2022**, unless sooner terminated or renewed or extended. HHSC, at its sole discretion, may renew or extend this Contract. However, in no event may the Contract term, including all renewals and extensions, exceed five years.

Notwithstanding the limitation in the preceding paragraph, HHSC, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State.

III. Statement of Work

The Statement of Work to which Contractor is bound is incorporated into and made a part of this Contract for all purposes and included as **Attachments A and B**, respectively.

IV. Budget

The total amount of this Contract will not exceed **\$2,916,666.00**. By executing this Contract, Contractor agrees to the contracted rates and budget for the Contract term, including the initial term, and all renewals and extensions exercised. However, at HHSC’s sole discretion or by mutual agreement of the Parties as authorized under the Contract, the budget or contract amounts may be amended. All expenditures under the Contract will be in accordance with **Attachment B, Budget**.

V. Contract Representatives

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party. The designated Contract Representatives are:

HHSC

Lisa Bell, CTCD, CTCM
Health and Human Services Commission
4900 N. Lamar Boulevard
Austin, Texas 78751
(512) 341-4571
lisa.bell1@hhs.texas.gov

Contractor

Raina James
Big PictureLab, LLC
4813 Red Bluff Road
Austin, Texas 78702
512-796-4723
raina@bigpicturelab.com

VI. Notice Requirements

- A. All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to HHSC's Contract Representative identified above.
- B. Contractor shall send legal notices to HHSC at the address below and provide a copy to the HHSC's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4900 N Lamar Blvd, Mail Code 1100
Austin, Texas 78751

- C. Notices given by HHSC to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, signature required.
- D. Notices given by Contractor to HHSC shall be deemed delivered when received by HHSC.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VII. Additional Insurance Requirements

Contractor shall carry insurance in the types and amounts indicated **Attachment E, General Insurance Requirements**, for the duration of this Contract. The insurance shall be evidenced by delivery to HHSC of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates, and compliance with all applicable required provisions. Upon request, HHSC, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements.

VIII. Contract Documents

The following documents are incorporated by reference and made a part of this Contract for all purposes.

Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity or inconsistency between or among any documents, all HHSC documents take precedence over Contractor's documents.

- Attachment A, Statement of Work**
- Attachment B, Budget**
- Attachment C, HHS Uniform Terms and Conditions – Vendor (Version 3.2)**
- Attachment D, General Insurance Requirements**
- Attachment E, HHS Contract Affirmations (Version 1.8)**
- Attachment F, Federal Assurances – Non-Construction Programs**
- Attachment G, Federal Certification Regarding Lobbying**
- Attachment H, Contractor’s Solicitation Response**

IX. Signature Authority

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

**Health and Human Services
Commission**


By:  _____
DocuSigned by:
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Name: Joe Perez

Title: Deputy Executive Commissioner

Date of Signature: August 4, 2021

Big PictureLab, LLC

By:  _____
DocuSigned by:
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Name: Raina James

Title: Exec Director

Date of Signature: August 1, 2021