

AMENDMENT COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Health	Name of Contractor: Kate Brickman LLC
Current contract term: September 30, 2020	Project Identification: 179156

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input checked="" type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date:
Why is it necessary to amend the end date? This agreement is being amended to add additional time as work has been delayed due to the COVID-19 pandemic.

2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below: This agreement is being amended to add additional funding as work has been delayed due to the COVID-19 pandemic.
2b. Describe the amendment:

3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made:

Contract Start Date:	<u>June 8, 2020</u>	Total Contract Amount:	<u>\$200,000</u>
Original Contract Expiration Date:	<u>September 30, 2020</u>	Original Contract:	<u>\$100,000</u>
Current Contract Expiration Date:	<u>September 30, 2020</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>December 30, 2020</u>	This Amendment:	<u>\$100,000</u>

This amendment is by and between the State of Minnesota, through its Commissioner of the **Minnesota Department of Health** ("State") and **Kate Brickman LLC**, whose designated business address is 21 West 86th St Apt 8G New York NY 10024 ("Contractor").

Recitals

1. The State has a contract with the Contractor identified as 179156 ("Original Contract") to provide communications planning and support services, including, but not limited to marketing, public relations, and responses to the media for the State of Minnesota's COVID-19 testing work, the MN Department of Health, and requests from the Governor's Office.
2. This agreement is being amended to add additional time and funding as work has been delayed due to the COVID-19 pandemic.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. "**Term of Contract**" is amended as follows:

- 1.1 Effective date: **June 8, 2020**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration date: ~~September 30~~ **December 30, 2020**, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended through a duly executed amendment.
- 1.3 Survival of terms: The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

REVISION 2. Clause 2. "**Consideration**" is amended to add:

- 4.1 Consideration. The State will pay for performance by the Contractor under this Contract as follows:
 - 4.1.1 Compensation. The Contractor will be paid **\$275/hour, not to exceed \$100,000.00** ~~200,000.00~~.

4.1.2 Total obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed ~~\$ 100,000.00~~ 200,000.00.

REVISION 3. The following clause is added to the contract:

7 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

REVISION 4. The following clause is added to the contract:

8 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at:

<http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>.

REVISION 5. The following clause is added to the contract:

9 Affirmative Action Requirements for Contracts in Excess of \$100,000 and the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business.

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

#.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

#.2 Minn. R. Parts 5000.3400-5000.3600.

(A) *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.

- (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or

transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- (D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.


Signed: Seth Rasmussen Digitally signed by Seth Rasmussen
Date: 2020.09.24 11:00:49 -05'00'

Date: 09/24/2020

SWIFT Contract No. 179156

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable state or local laws, resolutions, or ordinances.

By: 
3D7217C4C70A4E6

Title: owner, Kate Brickman LLC

Date: 9/24/2020

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.


By: 
29CE400B3019DA413...

Title: Interim Accounting Supervisor

Date: 9/24/2020

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: 
29CE400B3019DA413...

Date: 9/24/2020

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Contractor
State's Authorized Representative - Photo Copy