TO THE HONORABLE BOARD OF COMMISSIONERS OF BERRIEN COUNTY: Your County Personnel and Human Services Committee respectfully recommends the adoption of the following:

RESOLUTION

WHEREAS, the Berrien County Health Department is charged with ensuring health and wellness of community residents and desires to support ongoing community response and recovery to the COVID-19 pandemic through tools that empower employers and organizations to remain open and protect the health and safety of their staff and public served; and

WHEREAS, KKzo, LLC has extensive experience developing and supporting communicable disease reporting platforms, such as the school base reporting site that is currently utilized by the health department and schools across the Berrien County community, and has committed to provide partnership and support to BCHD for the purpose of developing and hosting a counterpart employer health and wellness tracking tool “Back2WorkSafe”; and

WHEREAS, all employers, in alignment with Executive Orders are required to report COVID positive employees to the health department within 24 hours, and are charged with monitoring employee health and wellness and supporting public health contract tracing and investigation efforts to contain and limit the spread of an infectious disease; and

WHEREAS, BCHD would like to contract with KKzo, LLC for the development and hosting of said site and reporting tool to ensure the Berrien County workforce and community continue to be safe and healthy during this pandemic period; and

WHEREAS, the contract period with KKzo would be June 1, 2020 through August 31, 2020 for a cost of $65/hr. - not to exceed a total cost of $7,670.00 during the time period; and

WHEREAS, the Board of Health endorses the acceptance of this contract agreement subject to approval by Corporate Counsel.

NOW, THEREFORE, BE IT HERBY RESOLVED, that the Berrien County Board of Commissioners authorizes BCHD to contract with KKzo, LLC for the purposes of providing a website and reporting tool for the tracking of COVID-19 positive results amongst employers in Berrien County.

RESPECTFULLY SUBMITTED,
BERRIEN COUNTY PERSONNEL AND HUMAN SERVICES COMMITTEE

William J. Chickering, Chairperson

David Vollrath, Vice Chairperson

Teri Sue Freehling

[Signature]

Administration Date 7/7/20

Comments Attached

Corporate Counsel Date 7/7/2020

Comments Attached
Agreement Between

Berrien County Health Department
2149 Napier Avenue
Benton Harbor, MI 49022

and the

KKzo LLC
7888 Gleneagle Drive
Kalamazoo, MI 49048

Effective Dates: June 1, 2020 – August 31, 2020

THIS AGREEMENT, made and entered into this 1st Day of June, 2020, by and between the Berrien County Health Department ("Funder"), and KKzo, LLC.

1. Contractor Services. KKzo LLC shall perform the services described in Exhibit A.

2. Term of Agreement; Termination Without Cause. KKzo LLC shall begin providing the services described above on the 1st day of June, 2020, and shall continue those services through the 31st day of August, 2020, or the termination of this agreement without cause, whichever occurs first. Either party may terminate this Agreement at any time without cause by giving thirty (30) days advance written notice to the other party. Termination under this section shall not prejudice either party's remedies for any breach occurring before termination.

3. Payment. Payments shall be paid according to the attached Exhibit B.

4. Records, Reporting, and Access. KKzo LLC shall maintain records relating to services provided under this Agreement in accordance with generally accepted accounting practices. KKzo LLC shall maintain records under this agreement for three (3) years after termination of this Agreement.

5. Compliance with Laws. KKzo LLC shall comply with all applicable federal, State of Michigan, and local laws, ordinances, guidelines, rules and regulations in carrying out the terms of this Agreement.

6. Intellectual Property, Ownership and Use. Ownership. Intellectual Properties of this web application detailed in Exhibit A and any future enhancements remain sole property of KKzo. This application is provided for its clients generally and not solely for BCHD. All data contained in BCHD's database will remain the property of BCHD.

7. Confidentiality. KKzo LLC shall not disclose, publish or use at any time, either before or after termination of this Agreement, any confidential information concerning the Funder or any other person or entity. Confidential information shall include, but not be limited to, information concerning the Funder or any other person or entity not generally known to the public, including, but not limited to, personal or private information concerning any individual, criminal records, records or documents, or any other information allowing the identification of which person or entity furnished data in connection with services provided under this Agreement.

8. Notices. Any notice required or permitted to be given to either party under this Agreement shall be deemed given on the date of personal delivery to a representative of the party at its business address, or on the next business day after being sent either via facsimile or email (with a hard copy mailed the same day via regular mail) or via overnight mail service, or three (3) business days after being mailed regular mail, postage prepaid, in the U.S. mail service or other comparable mail service, to the following addresses:
Either party may, by written notice, designate a different address other than a post office box to which notices may be sent.

9. **General Provisions.** The person or persons signing on behalf of the Funder and KKzo LLC represent and warrant that they are duly authorized to sign this Agreement and that this Agreement has been authorized.

A. **Waivers.** No failure or delay on the part of the Funder or KKzo LLC in exercising any right under this Agreement shall operate as a waiver, nor shall a single or partial exercise of any right preclude any other or further exercise of that right or any other right.

B. **Entire Agreement and Amendment.** This Agreement and any documents to which it refers contain all of the terms of the Agreement between the parties with respect to its subject matter and all Exhibits are incorporated by reference. This Agreement supercedes any previous discussions, writings, or other communications with respect to its subject matter. Any amendment or waiver of any term in this Agreement shall be enforceable only if it is in writing and signed by both parties.

C. **Invalid Provisions.** If any term of this Agreement is held to be invalid, the remainder of the Agreement shall nevertheless be enforced to the maximum extent permitted by law.

D. **Third Party Beneficiaries.** No third party shall have the right to enforce any term in this Agreement against either party.

E. **Limitation of Liability.** Except as provided herein, neither Party is liable for any indirect, special, or consequential damages, including but not limited to, loss of profits, income, or revenue or other obligations. Neither party will be liable for failure to fulfill its obligations under this Agreement (other than a failure to pay money), if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity, interruption in utilities, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, labor disputes affecting vendors or authorized subcontractors and for which the party claiming force majeure is not responsible, or similar causes beyond the control of that party. If such force majeure prevents or substantially disrupts performance the parties will negotiate in good faith any appropriate changes in the price or delivery date of the affected services or deliverables.
Name: Nicole Britten
Title: Health Officer

Name: R. McKinley Elliott
Title: Chair, Board of Commissioners

Name: Sharon Tyler
Title: County Clerk

KKzo LLC

Name: Keith M. Knapp for KKzo LLC
Title: Managing Partner

June 1, 2020
EXHIBIT A
WORK STATEMENT

Contract Between:
Berrien County Health Department (BCHD) and
KKzo LLC

Contract Period: June 1, 2020 – August 31, 2020

Purpose:
This contract is for the purpose of providing implementation of 2020 Hosting Server set-up communications for Back2worksafe tools.

Deliverables:
The following deliverables must be adhered to in implementation and execution of this contract agreement.

- KKzo will license its back2worksafe tool web application to its clients including but not limited to BCHD.

- KKzo will provide hosting services, initial training and support for BCHD and daily back-up services with off-site storage. All changed data, including database, is encrypted on KKzo web servers.

- Rates charged by KKzo for the contract period will be sixty-five dollars per hour for programming.

- Site development to include:
  - Employer/Organization registration page including NAICS codes which will then be built into BCHD search functions to support timely and industry focused support and intervention.
  - Employee/Organization Illness Reporting and Tracking with the following categories:
    § COVID-19 Positive Employees
    § Respiratory Illness (using the definition of Respiratory illness as provided and approved by BCHD)
    § Data usage and disclosure statements to businesses

- Beta test site for functionality.
EXHIBIT B
BUDGET AND STATEMENT/INVOICE INFORMATION

Contract Between
Berrien County Health Department
And
KKzo LLC

Total payments from the Funder to KKzo LLC under this Agreement shall not exceed the sum of SEVEN THOUSAND SIX HUNDRED SEVENTY AND 00/100 DOLLARS ($7,670.00). The Funder shall make payments to KKzo LLC within thirty (30) days after receipt of an invoice.

Contractor is responsible for any and all taxes. The County of Berrien will send a federal tax form 1099 in January, 2021 for any payments made the previous year.

Statements/Invoices should be mailed to: Courtney Davis, Deputy Health Officer
Berrien County Health Department
2149 E. Napier Avenue
Benton Harbor, MI 49022
Cdavis@bchdmi.org