



Community Reintegration Center

Master Agreement  
*Kennedy's Circle of Wellness, LLC*

# MILWAUKEE COUNTY

## MASTER AGREEMENT

**For Professional Services**  
*with*  
**Kennedy's Circle of Wellness, LLC**



Executed on:	October 1, 2025
Expires on:	September 30, 2028
Renewable:	Yes
Authority:	\$56.30 MCCO
Issuing Dept:	Community Reintegration Center



## Community Reintegration Center

### Master Agreement *Kennedy's Circle of Wellness, LLC*

This **MASTER AGREEMENT** (the “MA”) is dated October 1, 2025 (the “Effective Date”) and is between the **Milwaukee County Community Reintegration Center**, a Wisconsin municipal body corporate located at **8885 South 68th Street, Franklin, Wisconsin** (the “County”) and **Kennedy's Circle of Wellness, LLC** a limited liability company with a primary place of business at **3614 W. North Avenue, Milwaukee, WI 53208** (the “Contractor”) combined to be considered the Parties to this MA (“Parties”).

### RECITALS

1. On May 5, 2025, the County issued RFP-2025-CRC-01: **Group Based Personal Development Program** seeking qualified, experienced Suppliers interested in providing a group-based personal development program that delivers comprehensive, trauma-informed and interactive services to both male and female residents. The program should support participants through structured, curriculum-driven group sessions focused on enhancing self-awareness, emotional intelligence, and pro-social behavior. It is designed to improve residents’ ability to manage conflict, make constructive choices, and engage in healthy interpersonal relationships.
2. On June 24, 2025, Kennedy's Circle of Wellness, LLC (“Contractor”) submitted a proposal (the “Proposal”) in response to the RFP, which included a detailed Scope of Work and a Cost Proposal for the full range of services described in the RFP.
3. Kennedy's Circle of Wellness, LLC was awarded the contract after earning the highest evaluation score. Their proposal clearly met the RFP’s criteria, demonstrated strong alignment with the County’s objectives, and was determined to provide the best overall value while showcasing the necessary qualifications.
4. The County and Kennedy's Circle of Wellness, LLC wish to enter into a contractual agreement for the provision of services as stated in the RFP, and Kennedy's Circle of Wellness, LLC Proposal including their cost proposal. Kennedy's Circle of Wellness, LLC acknowledges the requirements of the RFP and agrees to provide all services as required by the RFP in the manner stated in the Scope of Work (SOW) and its proposal at the cost identified in the cost proposal, and the County is willing to accept the same.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

### 1. Order of Precedence, Structure

#### 1.1. Order of Precedence.

The MA includes multiple documents. These documents are listed below in order of precedence and are incorporated by reference. The Parties shall follow the order below when resolving any inconsistencies between the terms of the MA and the



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terms of any Statement of Work ("SOW"), exhibits, addenda, or attachments to the MA:

- 1.1.1. This Master Agreement (MA)
- 1.1.2. Any executed SOW, including any exhibits, addenda, or attachments thereto (Exhibit F)
- 1.1.3. Request for Proposal: Group Based Personal Development Program (Exhibit A)
- 1.1.4. Kennedy's Circle of Wellness, LLC Proposal including cost (Exhibit D)
- 1.1.5. Kennedy's Circle of Wellness, LLC TBE 14 (Exhibit B)
- 1.1.6. County Insurance Requirements (Exhibit E)
- 1.1.7. Information Management Services Division DAS (Administrative Directive on Remote Network Access)
- 1.1.8. Information Management Services Division DAS (Administrative Directive on Acceptable Use)
- 1.1.9. Contractor Code of Conduct (Exhibit C)

## 1.2. MA Structure

Each SOW executed by the Parties under this MA is subject to both the terms and conditions of the MA and any additional terms and conditions set forth in any exhibit, addendum, attachment or other similar document(s) incorporated by reference to the MA which are applicable to that SOW. Each SOW must specifically reference this MA. Specific products, services, and deliverables (as the same may be defined in any applicable SOW), delivery methods, fees, and any other terms applicable to the products, services, and deliverables provided under the applicable SOW shall be set forth in the SOW or one or more exhibits, addenda, or attachments thereto. Each fully executed SOW is incorporated into this MA by reference upon execution. The Parties intend that the various MA documents supplement one another and agree that any interpretation of the documents must avoid creating or assuming conflict between MA documents.

## 2. Term and Termination.

### 2.1. Term.

The initial term of this Master Agreement (MA) shall commence on October 1, 2025, and remain in effect through September 30, 2028. Thereafter, the parties may mutually agree, in writing, including via email, to extend the MA for up to two (2) additional one-year terms.

### 2.2. Termination.

The Parties may terminate this MA as detailed in this Section.



### **2.2.1. Termination for Breach**

Either Party may terminate this MA for breach if the other Party fails to meet its obligations under this MA in a timely manner. To terminate for breach, the non-breaching Party must provide the breaching Party written notice of intent to terminate, specifying the alleged breach and date of termination, a minimum of thirty (30) days prior to the stated termination date.

#### **2.2.1.1. Right to Cure.**

The breaching Party retains the right to cure any identified violations within thirty (30) [option – decrease this window to 10 days if desired] days of the notice of intent to terminate. The MA will not terminate if the breaching Party successfully cures any violations within the 30-day window [option – decrease this window to 10 days if desired]. The right to cure is limited to those violations which can reasonably be cured within the stated window. Each Party retains the right to terminate the MA immediately if the breaching Party cannot cure within the prescribed cure period.

### **2.2.2. Termination for Convenience.**

The County may terminate the MA at any time and for any reason by giving the Contractor thirty (30) days written notice of termination.

### **2.2.3. Termination by the County for Insufficient Funds.**

The County may terminate this MA immediately and without any liability to the Contractor if the Milwaukee County Board of Supervisors fails to appropriate the funds required for the completion of this MA or any SOW.

### **2.2.4. Rights & Obligations**

The Parties shall retain any and all fully vested rights that exist on the effective date of termination. The County's liability to the Contractor on termination is limited to either payment for goods and services delivered on or before the termination date, or specific performance by the County of any obligations under this MA until the termination date. Any payment due from the County upon termination is limited to the unpaid amount due.

## **3. Compensation & Payment.**

### **3.1. Payment Terms**

The County shall compensate the Contractor on a fixed-fee basis for services performed under this Master Agreement (MA). Total compensation for the initial three-year term shall not exceed \$105,000.00, as outlined below, unless otherwise authorized in writing by the County. Total



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compensation for the entire contract, including the two optional renewal years if exercised, shall not exceed \$175,000.

The Contractor shall invoice the County on a monthly basis, as described in Section 4. Payment shall be made in accordance with the County's standard invoicing and approval procedures.

Compensation for optional renewal years, if exercised, shall be based on the agreed-upon fixed fees set forth below. These fees shall govern the extension period if the extension is mutually agreed upon in writing, including via email by both parties.

Service Year	Price
1 - October 1, 2025 - September 30, 2026	\$35,000.00
2 - October 1, 2026 - September 30, 2027	\$35,000.00
3 - October 1, 2027 - September 30, 2028	\$35,000.00
4 - October 1, 2028 - September 30, 2029	\$35,000.00
5 - October 1, 2029 - September 30, 2030	\$35,000.00
<b>TOTAL (including optional years)</b>	<b>\$175,000.00</b>

Years 4 and 5 are optional and subject to mutual agreement by the parties in writing, including via email, thirty (30 days) prior to each renewal.

The County does not pre-pay for services unless specifically authorized in a SOW. The County reserves the right to use a purchasing card to pay invoices of Two Thousand Dollars (\$2000) or less.

### **3.2. Cost of Performance of Obligations.**

#### **3.2.1. General**

The Contractor shall assume responsibility for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this MA, unless otherwise indicated. The Contractor shall indemnify and hold the County harmless from any claims for payment of such charges, costs, and fees by any third party.

#### **3.2.2. Taxes**

The County is exempt from federal excise taxes and Wisconsin state sales taxes. The Contractor shall submit its invoices without taxes.

#### **3.2.3. Permits & Licenses, Governmental Fees**

The Contractor shall assume responsibility for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits,



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licenses, and fees, which arise out of the Contractor's performance of services under this MA, or which arise as a result of any compensation paid to the Contractor under this MA.

#### **3.2.4. Cost of Living Adjustment.**

The Parties agree that any fees subject to a cost-of-living increase have already been adjusted for the five-year term of the agreement, including any optional years. No additional COLA adjustments will be considered for the duration of the contract. Any COLA adjustments for the term of the contract have been included in the agreed-upon compensation, and no further increases will be applied during the contract term.

#### **3.3. State Prompt Pay Law Exemption.**

State Prompt Pay Law, Wis. Stats. §16.528 does not apply to this MA.

#### **4. Invoicing the County.**

If an SOW obligates the County to compensate the Contractor, the Contractor shall invoice the County as stated in this Section. The Contractor shall send the County an invoice promptly after providing a service or deliverable that includes the following minimum information:

- 4.1** INFOR Contract # OR Purchase Order #.
- 4.2** Effective Date.
- 4.3** The Contractor's business name.
- 4.4** Payee Name.
- 4.5** The Contractor's address.
- 4.6** Invoice number.
- 4.7** Invoice date.
- 4.8** The Contractor's email and phone # for billing issues.
- 4.9** An invoice line for each item or service.
- 4.10** Description of services rendered or products delivered.
- 4.11** Sufficient detail to support each invoice line (for example, dates of service / period covered, quantity of units provided and unit rate, or hours worked and hourly rate).
- 4.12** Date due.
- 4.13** Payment terms.
- 4.14** Amount due (in US Dollars).

The Contractor must submit invoices to the following recipient in order for the Contractor's invoices to be considered received by the County:



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### **Milwaukee County Community Reintegration Center**

ATTN: Public Safety Fiscal Administrator – CRC  
Michael Bickerstaff

Mail to: 8885 S. 68<sup>th</sup> Street  
Franklin, WI 53203

E-mail to: [Michael.bickerstaff@milwaukeecountywi.gov](mailto:Michael.bickerstaff@milwaukeecountywi.gov) for  
Invoices  
And APPayments@milwaukeecountywi.gov

Milwaukee County's Standard Term of Payment is Net 30 Days upon receipt of an accurate invoice from the Contractor and the County's acceptance of the corresponding services that comply with the terms of this MA.

## **5. Data Use, Management, Oversight, and Sharing**

### **5.1. Ownership of Data**

Upon completion of the work or upon termination of the MA, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that the Contractor has collected or prepared in carrying out this MA shall be provided to and become the exclusive property of the County.

### **5.2. Use of the County's Data**

Any reports, information, or data given to or prepared or assembled by the Contractor under this MA shall not be made available to any individual or organization by the Contractor without the prior written approval of the County. No reports or documents produced in whole or in part under this MA shall be the subject of an application for copyright by or on behalf of the Contractor.

## **6. Commitment to Equity.**

As a governmental body, the County recognizes its power to make change at a systemic level. Chapter 108, MCCO, commits the County to identify and address policies, practices and power structures that, intentionally or unintentionally, work in favor of white people and create barriers for Black, Brown, Indigenous people and people of color (BIPOC). The ordinance ensures racial equity is a top priority of Milwaukee County government and remains larger than any one government leader. Contractor understands that the institutionalization of racial equity in the County's mission, vision, values, and services are of the utmost priority and that the County has a county-wide goal to improve equitable service delivery and develop an organizational culture of equity. Racism has been, is, and will





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continue to be, a public health crisis until race is no longer a predictor of quality or length of life in Milwaukee County. The vision of the County is "By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin." "MCCO" means the Milwaukee County Code of Ordinances in its most current and updated form.

#### **7. Targeted Business Enterprise Goals.**

In compliance with MCCO §56.17(1d), the Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

The Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) regarding Targeted Business Enterprise ("TBE") participation on Milwaukee County projects.

#### **TBE Waiver Attached:**

##### **7.1. Waiver of Participation.**

The parties agree that no TBE goal has been established and no goal is required under this MA.

#### **8. Confidentiality**

The Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this MA on behalf of the County or their designee. The Contractor further agrees that, aside from obligations under the public records law as more fully described in this MA and as determined in cooperation with the County, the Contractor shall maintain all materials and communications developed under or relating to this MA as confidential and shall disclose them only to or as directed by such individual or their designee. The Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require the Contractor to indemnify the County as provided in this MA.

#### **9. Milwaukee County Rights of Access and Audit.**

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the terms and performance of the MA for a period of up to three years following the date of last payment, the end date of this MA, or activity under this MA, whichever is later. Any subcontractors or other parties performing work on this MA will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this MA will include written notice that the





subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the MCCO.

## **10. Non-Discriminatory Contracts.**

### **10.1. Compliance with MCCO §56.17(1a).**

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

### **10.2. Compliance MCCO §56.17(1d)**

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the foregoing requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

### **10.3. Violations**

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by the County, the Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.



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If, after notice of a violation to the Contractor, further violations of the section are committed during the term of the MA, the County may terminate the MA without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the MA, or it may permit the Contractor to complete the MA, but, in either event, the Contractor shall be ineligible to bid on any future contracts let by the County.

#### **11. Indemnity.**

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County and its agents, officers, and employees from and against all loss or expenses including costs and reasonable attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor and/or its agent(s) which may arise out of or is connected with the activities covered by this MA. The County's liability is limited by Wis. Stats. Section 893.80 for general liability and Wis. Stats. Section 345.05(3) for automobile liability.

#### **12. Insurance.**

The Contractor shall, at its sole expense, acquire and maintain through the course of this MA with Milwaukee County insurance policies with minimum limits listed in the Standard Insurance Requirements Form, attached as Exhibit E.

The Contractor may obtain the listed coverages through any combination of primary and excess or umbrella liability insurance. The Contractor must acquire its insurance from carriers with a current A. M. Best rating of A X or better. The Contractor shall demonstrate compliance with the minimum limits in Exhibit B through a Certificate of Insurance or proof of self-insured retention. The Contractor shall send an annual copy of its Certificate of Insurance or proof of self-insured retention throughout the Term of this MA. Copies must be emailed to:

<b>Department of Administrative Services</b>	<b>Department</b>
Risk Management Division Risk Manager <a href="mailto:RM@milwaukeecountywi.gov">RM@milwaukeecountywi.gov</a>	Community Reintegration Center Public Safety Fiscal Administrator <a href="mailto:Michael.Bickerstaff@milwaukeecountywi.gov">Michael.Bickerstaff@milwaukeecountywi.gov</a>

The Contractor shall ensure that any agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverages for any services provided at the request of the Contractor on a Milwaukee County contract. These minimum requirements do not limit the liability assumed elsewhere in an executed contract.

The Contractor shall not make changes to the types of coverage, limits and/or other terms without the approval of the County's Risk Manager.



### 13. Prohibited Practices.

#### 13.1. Conflict of Interest.

During the period of this MA, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of the County or any person who, to the knowledge of the Contractor, has a conflict of interest.

#### 13.2. Code of Ethics.

The Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

*"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."*

The Contractor shall ensure all subcontractors and employees are familiar with the above statement.

#### 13.3. Non-Conviction for Bribery.

The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

#### 13.4. Debarment or Suspension.

The Contractor hereby declares and affirms that, to the best of its knowledge and belief, that its principles, owners, officers, shareholders, key employees, directors, and/or member partners:

13.4.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

13.4.2. Have not, within a three-year period preceding the date of execution of this MA, been convicted of, or had a civil judgment rendered against them for, commission



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of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or governmental transaction, violation of federal or Wisconsin state antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

- 13.4.3. Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in section ii, above; and
- 13.4.4. Have not, within a three-year period preceding the date of execution of this MA, had one or more public or governmental transactions terminated for cause or for default.

## **14. Compliance with the County's Policies.**

### **14.1. Safety and Security Policies.**

The Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this MA on the County's premises to comply with the County's safety and security policies that the County communicates to the extent that such policies are applicable to the site where the Contractor's employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.

### **14.2. Drug Use Policies.**

Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, the Contractor will advise any employee of the Contractor who provides services under this MA on the County's premises of the County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:

- 14.2.1. If the County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or
- 14.2.2. As a consequence of an accident caused by or involving the Contractor's employee on the County's premises during the performance of this MA and likely to have been related to the Contractor's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by the Contractor at the Contractor's expense, and the Contractor will address any positive



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results and handle accordingly. The Contractor's employee will not be permitted to perform the services if a positive result of the drug screen is determined.

### 15. Notices.

All notices with respect to this MA shall be in writing. Except as otherwise expressly provided in this MA, a notice shall be deemed duly given and received upon delivery, if delivered by hand or e-mail, or three days after posting via US Mail, to the party addressed as follows:

#### To the Contractor:

**Entity Name:**

Kennedy's  
Circle of  
Wellness,  
LLC

**ATTN:** Shajuan Kennedy, MD

**Address:** 3614 W. North Avenue  
Milwaukee, WI 53208

**E-mail:** [Drkennedy@kennedywellness.com](mailto:Drkennedy@kennedywellness.com)

*with a copy to:*

#### To the County:

**Department:** Community Reintegration  
Center

**ATTN:** Superintendent

**Address:** 8885 S. 68<sup>th</sup> Street  
Franklin, WI 53203

**E-mail:** [Chantell.Jewel@milwaukeecountywi.gov](mailto:Chantell.Jewel@milwaukeecountywi.gov)

*with a copy to:*

Milwaukee County Corporation Counsel  
901 N. 9<sup>th</sup> Street, Room 303  
Milwaukee, WI 53233  
[Margaret.Daun@milwaukeecountywi.gov](mailto:Margaret.Daun@milwaukeecountywi.gov)

Either party may designate a new address for purposes of this MA by written notice to the other party.

### 16. Public Records.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this MA are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* The Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this MA, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized



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by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this MA.

#### **17. Independent Contractor.**

Nothing contained in this MA shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and the Contractor or its successors or assigns. In entering into this MA, and in acting in compliance herewith, the Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this MA shall give the Contractor any authority to supervise, manage, and/or direct employees of the County.

#### **18. Electronic Documents Considered Writing.**

Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this MA. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

#### **19. Compliance with Laws.**

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

##### **19.1. Contractor Code of Conduct**

The Contractor and its personnel and subcontractors shall comply with the most current version of the Milwaukee County Contractor Code of Conduct as published on the County's website at <https://county.milwaukee.gov/files/county/administrative-services/AMOP/Chapter-15--CBDP/15.03--Contractor-Code-of-Conduct.pdf> and any other applicable Milwaukee County policies and procedures published in the Milwaukee County Administrative Manual of Operating Procedures ("AMOP"). These procedures are publicly available on the County's website at: <https://county.milwaukee.gov/EN/Strategy-Budget-and-Performance/AMOP>.

The current version of the Contractor Code of Conduct is attached as Exhibit C to this MA for reference. The Contractor agrees to use all commercially reasonable efforts to:





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- 19.1.1 Provide any of its personnel, subcontractors, and/or TBE partners providing services under the MA and any SOW a copy of the Contractor Code of Conduct, including a link to the most current version of the Code,
- 19.1.2 Educate its personnel about the requirements of the Code, and
- 19.1.3 Ensure its personnel, subcontractors, and/or TBE partners comply with the Code when and where it is applicable to them or where compliance is otherwise necessary to ensure the Contractor is compliant with the Code.

The Contractor acknowledges and agrees that compliance with the Code of Conduct and practices of ethical conduct, transparency, and accountability is an integral part of public contracting and protects the public trust, and that failure to comply with the Code of Conduct may result in contract termination and/or debarment of the Contractor from participation in future Milwaukee County competitive solicitations and/or contracts.

By signing this MA, the Contractor certifies it has read, understands, shall comply with, and shall ensure its employees and/or subcontractors working under the MA comply with, all of the provisions of the Contractor Code of Conduct throughout the term of this MA and if applicable, any SOWs.

The Contractor shall comply with the [Milwaukee County Contractor Code of Conduct](#). A failure to adhere to these requirements may result in contract termination, penalties, or other remedial actions as deemed necessary by Milwaukee County.

## **20. Choice of Law.**

This MA shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

## **21. Assignment Limitation, Subcontracts.**

This MA shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of the County.

## **22. Subcontracting and Contractor's Agents.**

The Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable the Contractor to perform its obligations under this MA.





Agents used or supplied by the Contractor in the performance of any services are employees or agents of the Contractor, and under no circumstances are such individuals to be considered employees of the County. The Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnel's and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. The Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of the County's policies.

### **23. Severability.**

If any part of this MA is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this MA, unless the MA so construed fails to meet the essential business purposes of the Parties as manifested herein.

### **24. Modification and Waiver.**

This MA may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this MA, is contrary to, or conflicts with this MA, the terms of this MA shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this MA. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this MA.

### **25. County's Remedies for Damages.**

#### **25.1. Billing Credits, Liquidated Damages, Penalties.**

The County may, at its sole option and beginning 90 days from the execution of this Master Agreement, require Contractor to issue monthly billing credits, pay liquidated damages amounts, or pay penalties as defined in this Section if Contractor fails to meet service requirements defined in the RFP or acts or fails to act in a manner considered a breach of this Master Agreement (MA) and/or any Scope of Services (SOS). All notifications will be sent per Section 15, **Notices**, as referenced above.

**Liquidated damages** may be assessed by the County when it would be difficult to determine the actual financial harm caused by the breach or when it is challenging to quantify the damages precisely. These damages are meant to serve as a reasonable estimation of the potential losses that would be incurred as a result of the breach.



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**Penalties** may be assessed by the County when Contractor knowingly, intentionally, or consistently acts or fails to act in a manner that is considered breach of this MA and/or any SOSs and are assessed only when absolutely necessary.

**Occurrence** means the occurrence of a violation that is not immediately remedied and/or corrected within the applicable remedy or grace period.

**Repeat Occurrences** are additional occurrences of a violation within the same calendar year. The clock shall reset for all occurrences on January 1 of the following calendar year.

Figure 25.1 (A): Violation Definitions & Remedy Period provides definitions for each Violation. Figure 25.2 (B): Credits, Liquidated Damages, and Penalties provides all violations substantial to performance and subject to liquidated damages or penalties.

Figure 25.1 (A): Violation Definitions & Remedy Period		
Violation	Definition	Remedy Period
Non-Delivery of Services	Failure to provide the agreed-upon program within the specified time frame or according to the contract terms.	Twenty-One (21) days
Quality of Service Issues	Providing services that do not meet the quality standards outlined in the contract.	Seven (7) days
Quality of Service Issues	Substandard performance that falls below accepted industry or professional standards.	Seven (7) days
Non-Compliance with Contractual Obligations	Failure to adhere to specific contractual obligations, including reporting requirements, documentation, and record-keeping.	Seven (7) days
Non-Compliance with Contractual Obligations	Violation of confidentiality and data security provisions outlined in the contract.	Seven (7) days
Financial Irregularities	Misuse or mishandling of funds allocated for the program.	Seven (7) days



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<b>Financial Irregularities</b>	Failure to maintain accurate financial records or submit required financial reports.	Seven (7) days
<b>Staffing and Credentialing Issues</b>	Providing services with staff who do not meet the qualifications or certifications specified in the contract.	Seven (7) days
<b>Staffing and Credentialing Issues</b>	Failure to conduct background checks or verify the credentials of staff as required by the contract.	Seven (7) days
<b>Misrepresentation of Information</b>	Providing false or misleading information in reports, applications, or other documentation required by the contract.	Seven (7) days
<b>Misrepresentation of Information</b>	Falsifying client records or misrepresenting the outcomes of the services provided.	Seven (7) days
<b>Failure to Meet Performance Metrics</b>	Inability to achieve performance metrics and outcomes specified in the contract.	Seven (7) days
<b>Failure to Meet Performance Metrics</b>	Lack of progress toward achieving the goals and objectives outlined in the agreement.	Twenty-one (21) days
<b>Breach of Ethical Standards</b>	Engaging in unethical practices or behaviors that violate professional standards or the terms of the contract.	Seven (7) days
<b>Breach of Ethical Standards</b>	Failure to maintain a safe and inclusive environment for participants.	Seven (7) days
<b>Non-Compliance with Regulatory Requirements</b>	Failure to comply with local, state, or federal regulations relevant to the provision of services.	Seven (7) days
<b>Non-Compliance with Regulatory Requirements</b>	Violation of licensing or accreditation requirements.	Seven (7) days
<b>Conflict of Interest</b>	Failure to disclose and manage conflicts of interest as outlined in the contract.	Seven (7) days



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<b>Conflict of Interest</b>	Engaging in activities that compromise the supplier's ability to impartially fulfill their obligations.	Fourteen (14) days
<b>Communication Issues</b>	Lack of transparency in communication with the contracting agency or stakeholders.	Seven (7) days
<b>Communication Issues</b>	Failure to promptly report issues, challenges, or changes that may impact service delivery.	Seven (7) days
<b>Failure to Meet Deadlines</b>	Missing deadlines for submitting required reports, deliverables, or other specified milestones in the contract.	Fourteen (14) days

**Figure 25.2 (B): Credits, Liquidated Damages, and Penalties**

<b>Violation</b>	<b>Billing Credits</b>	<b>Liquidated Damages</b>	<b>Penalties</b>
Non-Delivery of Services	None	\$250 per occurrence	\$1,000 per repeat occurrence
Quality of Service Issues	None	\$250 per occurrence	\$1,000 per repeat occurrence
Quality of Service Issues	None	\$500 per occurrence	\$1,000 per repeat occurrence
Non-Compliance with Contractual Obligations	None	\$1,000 per occurrence	\$1,500 per repeat occurrence
Non-Compliance with Contractual Obligations	None	\$1,000 per occurrence	\$1,500 per repeat occurrence
Financial Irregularities	None	\$1,000 per occurrence	\$1,500 per repeat occurrence
Financial Irregularities	None	\$1,000 per occurrence	\$2,000 per repeat occurrence
Staffing and Credentialing Issues	None	\$1,000 per occurrence	\$2,000 per repeat occurrence



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### 26. Entire Agreement.

This MA and all properly executed SOWs constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

**IN WITNESS WHEREOF**, the parties to this Agreement have caused this instrument to be executed by their respective proper officers:

#### FOR: MILWAUKEE COUNTY

\_\_\_\_\_  
Chantell Jewell, Superintendent                      Date  
Milwaukee County  
Community Reintegration Center

#### COUNTY EXECUTIVE APPROVAL

\_\_\_\_\_  
David Crowley                      Date  
Milwaukee County Executive

**COMPTROLLER APPROVAL**  
**Approved as to funds available per**  
**Wisconsin Statute Section 59.255(2)(e)**

\_\_\_\_\_  
Comptroller                      Date

#### RISK MANAGEMENT APPROVAL

\_\_\_\_\_  
Risk Management                      Date

#### FOR: Kennedy's Circle of Wellness, LLC

\_\_\_\_\_  
(Signature)                      Date

\_\_\_\_\_  
(Please print name of person signing)

#### OFFICE OF EQUITY

\_\_\_\_\_  
by Office of Economic Inclusion                      Date

**CORPORATION COUNSEL APPROVAL**  
**Approved for Execution**

\_\_\_\_\_  
Corporation Counsel                      Date

**CORPORATION COUNSEL APPROVAL**  
**Approved as compliant under Sec. 59.42(2)(b)5, Stats.**

\_\_\_\_\_  
Corporation Counsel                      Date