

## WELLNESS SERVICES AGREEMENT

THIS WELLNESS SERVICES AGREEMENT ("AGREEMENT"), is made and entered into as of the 4<sup>th</sup> day of May, 2026 ("Effective Date") by and between The Kroger Co., on behalf of itself and its subsidiaries and its affiliates, with its principal place of business at 1014 Vine Street, Cincinnati, Ohio, 45202 ("KROGER HEALTH"), and City of Vicksburg-Vicksburg PD ("CUSTOMER") having its principal place of business at P.O. Box 150 Vicksburg, MS 39181.

### WITNESSETH

WHEREAS, CUSTOMER desires to make available Wellness Services to certain eligible individuals (hereinafter referred to as "PARTICIPANTS"); and

WHEREAS, KROGER HEALTH desires to provide the Wellness Services to PARTICIPANTS in accordance with, and subject to, the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

### 1. DEFINITIONS

1.1 **"Wellness Services"** or **"Services"** means services set forth on Exhibit A and any additional exhibits, which are attached hereto and incorporated herein, provided by KROGER HEALTH through its Providers to PARTICIPANTS.

1.2 **"PARTICIPANTS"** means any individual identified by CUSTOMER as eligible to receive Services from KROGER HEALTH. CUSTOMER will provide KROGER HEALTH with adequate means to identify all eligible PARTICIPANTS pursuant to Section 3.4 Eligibility.

1.3 **"Provider"** means a Kroger pharmacist, or other qualified Kroger Health associate who administers the Services to PARTICIPANTS.

1.4 **"Voucher"** shall mean a paper or electronic form or code provided by KROGER HEALTH to CUSTOMER for distribution to Participants to enable their access and utilization of the Services set forth on Exhibit A.

### 2. RELATIONSHIP BETWEEN CUSTOMER AND KROGER HEALTH

2.1 **Independent Contractors.** The parties hereto are independent contractors. This Agreement shall not be construed or deemed to create an employer/employee, principal/agent or any relationship between CUSTOMER and KROGER HEALTH other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Neither party shall hold itself out as the partner, agent or employee of the other party nor make representations or warranties on behalf of the other party, except as otherwise expressly agreed to herein.

2.2 **Use of Name.** Neither party shall be entitled to use the other party's name or any of its registered, proprietary marks in any endorsements or advertising, except as otherwise expressly provided herein or with the express written consent of the other party.

2.3 **Practice of KROGER HEALTH.** The provision of Services by KROGER HEALTH shall be exclusively under the direction, control and supervision of KROGER HEALTH and KROGER HEALTH agrees to provide health care services to PARTICIPANTS in the same manner as provided to other patients and without regard to race, religion, gender, sexual orientation, color, national origin, age, source of payment, the type of benefit plan under which the PARTICIPANT has coverage, or physical or mental health status. CUSTOMER shall have no right or authority to interfere with or in any manner direct or control the provision of Services by KROGER HEALTH.

### 3. CUSTOMER RESPONSIBILITIES

3.1 **Availability of Services.** CUSTOMER will notify PARTICIPANTS of, when, and where Services are available from KROGER HEALTH. CUSTOMER will identify PARTICIPANTS eligible to receive Services and provide KROGER HEALTH with all the information required to enable KROGER HEALTH to fulfill its duties and obligations under this Agreement.

3.1(a) **Substitutions.** If products used to provide Services, such as vaccinations, are not available due to supply, KROGER HEALTH may substitute products in Exhibit A.

3.2 **Representative.** CUSTOMER will designate one or more appropriate representatives of CUSTOMER who will serve as a liaison to KROGER HEALTH and who will be available during normal business hours to respond to inquiries from KROGER HEALTH.

3.3 **Publication to Participants.** CUSTOMER agrees to inform Participants that the Services are available from KROGER HEALTH.

3.4 **Eligibility (Choose all applicable).**

**VOUCHERS:** CUSTOMER shall provide adequate controls for the purpose of monitoring the eligibility of PARTICIPANTS. CUSTOMER will issue, or cause to be issued, vouchers provided by KROGER HEALTH to the CUSTOMER for PARTICIPANTS to receive Services under this Agreement according to the rate(s) set forth on Exhibit A. CUSTOMER agrees to the terms and criteria set forth in Exhibit named Additional Acknowledgements, Requirements and Terms and Conditions, Kroger Health Vouchers for In-Clinic Services, which is attached hereto and incorporated herein.

#### 4. KROGER HEALTH RESPONSIBILITIES

4.1 **Professional Judgment.** KROGER HEALTH reserves the right of professional judgment in the provision or denial of any Services. Nothing herein shall be construed to require KROGER HEALTH to provide Services or other health care services if, in the clinicians or pharmacists professional judgment, such services should not be provided.

4.2 **Representative.** KROGER HEALTH will designate one or more appropriate representatives who will serve as a liaison to CUSTOMER and who will be available during normal business hours to respond to inquiries from CUSTOMER.

4.3 **Documentation.** KROGER HEALTH will document Services as required by law and in a manner sufficient for billing purposes.

4.4 **Services.** KROGER HEALTH will make the Services indicated in Exhibit A available to Participants subject to the terms of this Agreement.

#### 5. PAYMENT

##### 5.1 Payment Terms.

**Direct Bill – Invoice.** CUSTOMER shall remit payment to KROGER HEALTH within thirty (30) days of CUSTOMER's receipt of invoice from KROGER HEALTH. CUSTOMER agrees to pay all applicable sales, use or service taxes imposed by any state tax authority on the Services or payments provided hereunder (except for taxes imposed on KROGER HEALTH's income). Any such tax due is in addition to the fees herein and will be listed separately on invoices. KROGER HEALTH agrees to accept as full payment the amounts set forth in Exhibit A for the Services. KROGER HEALTH will collect, in accordance with its usual collection practices, amounts due for services not covered by this Agreement and any applicable co-insurance or co-pay amounts. For Prescription Services, KROGER HEALTH shall invoice CUSTOMER for the actual amounts billed for prescription medications dispensed to PARTICIPANTS under this Agreement, as further described in Exhibit A. Such amounts shall be based on KROGER HEALTH's Usual and Customary (U&C) cash price or other applicable pricing at the time of dispense.

To the extent Services are provided pursuant to a Voucher, KROGER HEALTH shall invoice CUSTOMER up to the maximum dollar amount authorized on the Voucher. Any amounts exceeding such authorized value may be collected from the PARTICIPANT in accordance with KROGER HEALTH's standard practices, unless otherwise agreed in writing.

KROGER HEALTH will collect, in accordance with its usual collection practices, amounts due for services not covered by this Agreement and any applicable co-insurance or co-pay amounts.

Bill to CUSTOMER at: City of Vicksburg-Vicksburg PD  
Attn: Danielle Williams  
P.O. Box 150  
Vicksburg, MS 39181

**5.2 Failure to Pay.** CUSTOMER shall be in default under this Agreement should CUSTOMER fail to pay, when due, any obligation owed to KROGER HEALTH. KROGER HEALTH reserves the right to assess fees, accelerate payment terms, make reports to credit agencies, terminate this Agreement, and/or restrict CUSTOMER access to the account at any time. CUSTOMER agrees to pay any collection fees, including attorney's fees and court costs, incurred by KROGER HEALTH in the event CUSTOMER fails to pay, when due, all amounts owed by CUSTOMER. In addition to, and not in limitation of, any right or remedy hereunder, KROGER HEALTH shall have, at any time, the right to set off any obligation of CUSTOMER against indebtedness to KROGER HEALTH.

**5.3 Disputed Charges.** CUSTOMER agrees to notify KROGER HEALTH, in writing, within 30 days of the date of any claim containing disputed charges. Failure to notify KROGER HEALTH in writing within such 30-day time period signifies acceptance and responsibility for prompt payment in full of the amount of the account balance.

## **6. TERMS AND TERMINATION**

**6.1 Term of Agreement.** The initial term of this Agreement shall begin on the Effective Date and end one year from the Effective Date ("Initial Term"). This Agreement may be renewed or extended at the election of the parties, if the parties agree in a signed writing to renew or extend the Agreement. Any renewal or extension of the Agreement shall specify the new term of the Agreement, the Services that must be provided by KROGER HEALTH, and whether the fees for the Services have been modified.

**6.2 Termination for Default.** If there is any material default by either party hereto in the performance of the terms and conditions of this Agreement, the non-defaulting party may terminate this Agreement if the defaulting party is provided with written notice of the default and fails to cure the default within fifteen (15) days of its receipt of such written notice.

**6.3 Termination Without Cause.** Either party may terminate this Agreement at any time without cause as of a date it specifies, by giving the other party at least thirty (30) days prior written notice of its intent to terminate, including the effective date of termination. Nothing in this Agreement shall be construed to limit either party's lawful remedies in the event of a material default of this Agreement.

**6.4 Immediate Termination.** This Agreement may be terminated immediately, upon written notice from either party, in the event of the passage of a law, promulgation of a regulation or an investigation by any regulatory body that would materially and adversely affect or prohibit this Agreement or the performance of either party with regard to the subject of this Agreement.

**6.5 Effect of Termination.** Upon the effective date of termination of this Agreement, KROGER HEALTH shall immediately cease performing any Services under this Agreement. CUSTOMER agrees to pay KROGER HEALTH the fees owing under this Agreement for all Services completed by the effective date of termination. Termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

## **7. RECORDS, DATA COLLECTION, CITATIONS AND RIGHT TO INSPECT RECORDS**

**7.1 Access to Books and Records.** Subject to laws, rules, and regulations applicable to patient confidentiality, KROGER HEALTH shall permit CUSTOMER access, during regular business hours and upon reasonable written notice, to inspect books and records directly relating to the Services provided hereunder. Such information shall specifically be limited to such records as necessary to permit CUSTOMER to audit PARTICIPANT charges.

**7.2 KROGER HEALTH Information.** CUSTOMER will not, except as required by applicable law or governmental order, release to any party without KROGER HEALTH'S consent, any information relating to KROGER HEALTH which CUSTOMER obtains as a result of, or incident to, the relationship described in this Agreement, provided such information is not publicly known or available or otherwise available to CUSTOMER on a non-confidential basis.

**7.3 Confidentiality of Participants Information.** The parties shall maintain the confidentiality of all records and information relating to a PARTICIPANT and only release such records and information in accordance with this Agreement or as required or permitted by applicable law or governmental order. Furthermore, KROGER HEALTH and CUSTOMER each agree to implement reasonable and appropriate administrative, technical and physical security measures to ensure the integrity and confidentiality of Protected Health Information, as defined in the Health Insurance Portability and Accountability Act (HIPAA), to the extent required by the regulations promulgated pursuant to the HIPAA as may be amended from time to time. Protected Health Information of PARTICIPANT will only be provided to CUSTOMER if the PARTICIPANTs specifically authorize release to CUSTOMER in writing.

## **8. MISCELLANEOUS**

**8.1 Compliance with Law.** The parties hereto agree to comply with all federal, state, and local laws, orders and regulations that are applicable to the terms and conditions of, and their performance under, this Agreement. CUSTOMER represents and warrants that it is not currently excluded from participation under federal health care programs pursuant to 42 U.S.C. 1320a-7, is not currently the subject of any pending exclusion proceeding under that section, and has not been adjudicated or determined to have committed any action that would subject it to mandatory or permissive exclusion under that section for which such an exclusion has not been implemented. CUSTOMER shall notify KROGER HEALTH immediately of its receipt of notice of exclusion or proposed exclusion from federal health care programs under 42 U.S.C. 1320a-7, or of the date of any adjudication or determination that it has committed any action which would subject it to mandatory or permissive exclusion under that section.

**8.2 Mutual Indemnification.** Each party hereto shall indemnify and hold harmless the other party from and against any and all third-party actions, demands, judgments, any loss, damage, costs or liabilities (including related reasonable attorneys' fees and court costs) and suits to the extent such third-party claims arise out of the negligent, willful or reckless acts or omissions of the indemnifying party or their employees and contractors. If this Agreement is terminated, the rights and obligation of the parties regarding indemnification under this paragraph shall survive the termination of this Agreement regarding any liability for acts or omissions that occurred prior to the termination date.

**8.3 Assignment.** No assignment of rights or delegation of duties under this Agreement shall be made by either party, except to a subsidiary or affiliate of such party, without the express written approval of the other party. Any attempt at assignment in violation of this Section shall be void. Such approval shall not be unreasonably withheld.

8.4 **Force Majeure.** The duties, obligations (except payment obligations), and liabilities hereunder of all parties to this Agreement are limited in the event of circumstances beyond their control, such as a major disaster, epidemic, war, complete or partial destruction of facilities, disability of a significant number of personnel, or significant labor dispute. In such an event, the parties hereto agree to use reasonable efforts under the circumstances to fulfill their duties and obligations under this Agreement.

8.5 **Severability.** If any provision or application of this Agreement shall be adjudicated to be void or invalid, then the remaining provisions or applications hereof not specifically so adjudicated to be void or invalid shall be performed and observed without reference to the provision or applications so adjudicated.

8.6 **Effect of Severable Provision.** In the event that a term or provision of this Agreement is rendered invalid or unenforceable or declared null and void, and its removal has the effect of materially altering the obligations of either CUSTOMER or KROGER HEALTH in such a manner as, in the reasonable judgment of the affected party, (i) will cause financial hardship to such party, or (ii) will cause such party to act in violation of its governing or organizational documents, the party so affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.

8.7 **Notices.** All notices required to be given hereunder shall be made in writing and shall be deemed sufficiently given if delivered or mailed by first class registered or certified mail, return receipt requested, to CUSTOMER or KROGER HEALTH, at the address set forth below or at such addresses as may subsequently be provided in writing to the respective parties. The notice shall be effective on the date indicated on the return receipt:

To KROGER HEALTH:

The Kroger Co.-Kroger Health  
Attn: B2B  
1014 Vine St.  
Cincinnati, OH 45202

If to CUSTOMER:

City of Vicksburg - Vicksburg PD  
Attn: Danielle Williams  
820 Veto St.  
Vicksburg, MS 39181

8.8 **Amendment.** This Agreement or any part or section of it may be amended at any time during the term of the Agreement only by the mutual written consent of a duly authorized representative of CUSTOMER and KROGER HEALTH. Any other amendment or alteration of this Agreement without such written consent shall be considered null and void.

8.9 **Headings.** The heading of articles and sections contained in this Agreement are for reference purposes only and should not affect in any way the meaning or interpretation of this Agreement.

8.10 **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

8.11 **No Referrals.** No provision of this Agreement is intended as an inducement or offer to give or receive anything of value, either directly or indirectly, for the referral of patients or for the arranging or furnishing of any item or service for which payment may be made by a federal or state health care program.

8.12 **Entire Agreement.** This Agreement, including the attached exhibits which are hereby incorporated, contains the entire understanding of the Parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

KROGER HEALTH

By: \_\_\_\_\_

Print Name: Cindy Fisher

Title: Delta Division H&W Leader

Date: \_\_\_\_\_

CUSTOMER

By: \_\_\_\_\_

Print Name: Willis Thompson

Title: Mayor

Date: 05/04/2026

**EXHIBIT A**  
**Kroger Health Wellness Prescription Services and Fees**

<b>Services Provided by:</b>	Kroger Pharmacy
<b>Estimated Number of Participants:</b>	
<b>Start/End Date of Services</b>	1/28/2026 - 1/27/2027

Services/Products
<p>Prescription Services: The Voucher in Exhibit C will indicate a valid prescription and CUSTOMER billing pre a uthorization. KROGER HEALTH will dispense prescription medications to the patient or patient’s authorized agent. Where possible, KROGER HEALTH will use bio-equivalent generic pharmaceuticals, unless otherwise noted by the prescriber. The billed amount per prescription will be based on the Usual &amp; Customary (U&amp;C) cash price. Limitations/Specifications: None"</p>

*Per Section 3.1(a) of this Agreement, Influenza (Flu) Vaccines will be administered based on supply available to KROGER HEALTH. Substitutions between Flu Vaccines are permissible.*

## WELLNESS SERVICES - CUSTOMER VOUCHER

**Patient Instructions:** This is a voucher for you to receive Prescription Services with Kroger Pharmacies.  
Take this voucher along with your photo ID to have your service administered at the below pharmacy locations:

The charge for the services will be billed to the CUSTOMER: **Cindy Fisher**

Beneficiary Name:

Issue Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Prescription Services The Voucher (if Available)

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Expiration Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

*This voucher is authorization to provide the customer, above, the approved service/products not in excess of the amounts specified below. This voucher has **no cash value** to the beneficiary and may only be redeemed for vaccines or Wellness Services. Any balance due in excess of the value of this voucher must be paid by the customer at the time of sale. This voucher may NOT be used in combination with any other third-party pharmacy discount program.*

### Authorized Services/Products:

PRODUCT:

NDC:

Prescription Services: This Voucher will accompany a valid prescription for the patients within CUSTOMER group needing Service. KROGER HEALTH will dispense prescription medications to the patient or patient's authorized agent. Where possible, KROGER HEALTH will use bio-equivalent generic pharmaceuticals, unless otherwise noted by the prescriber.

**Max Dollar amount that may be billed under this voucher \$**

Signature:

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Beneficiary/Customer Acknowledgement:** My signature above indicates that I received the products/services authorized by this voucher. I certify that I provided proof of any applicable primary insurance. I understand that the entity identified above will be responsible for payment on my behalf. I also understand that a minimum amount of my health information may be disclosed as part of the billing process to the above entity.

### BELOW IS FOR KROGER HEALTH USE ONLY

Customer must have this voucher along with photo-identification to be eligible. Claim will process with a zero copay. Retain voucher in store with signed consent form. Patients under the age of 18 must be accompanied by a legal guardian.

### For Pharmacy Use:

**Process the Authorized Services/Products in EPRN using the below plan information:**

Plan Name: VICKSBURG INMATES

Plan Code: 4001881



The Kroger Family of Pharmacies

