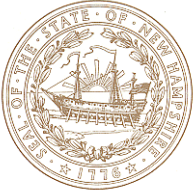


120 - 6/17/26



New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415

www.nh.gov/veterans



Kimberly M. MacKay
Commandant

Telephone: (603) 527-4400
Fax: (603) 286-4242

May 5, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to MOP 150, VII, C, authorize the New Hampshire Veterans Home (NHVH) to make a **Retroactive, Sole Source** amendment to Governor and Executive Council Item #62, approved on August 13, 2025, for the purchase of pharmaceuticals to be distributed to veteran residents from McKesson Pharmaceuticals (V#174839), Methuen, MA, by extending the end date from May 31, 2026 to May 31, 2031, and increasing the price limitation by \$6,200,000 from \$1,000,000 to \$7,200,000, effective upon Governor and Council approval. 60% General Funds, 40% Federal.

Funds are available in the following account for State Fiscal Years 2026 and 2027, and are anticipated to be available in State Fiscal Years 2028 thru 2031, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-043-043-430010-5360 VETS HOME PHARMACY SERVICES

| State Fiscal Year | Class/Account | Class Title | Current Budget | Increased (Decreased) Amount | Revised Budget |
|-------------------|---------------|--------------------|--------------------|------------------------------|--------------------|
| 2026 | 100-500726 | Prescription Drugs | \$1,000,000 | \$100,000 | \$1,100,000 |
| 2027 | 100-500726 | Prescription Drugs | \$0 | \$1,100,000 | \$1,100,000 |
| 2028 | 100-500726 | Prescription Drugs | \$0 | \$1,200,000 | \$1,200,000 |
| 2029 | 100-500726 | Prescription Drugs | \$0 | \$1,200,000 | \$1,200,000 |
| 2030 | 100-500726 | Prescription Drugs | \$0 | \$1,300,000 | \$1,300,000 |
| 2031 | 100-500726 | Prescription Drugs | \$0 | \$1,300,000 | \$1,300,000 |
| | | Subtotal | \$1,000,000 | \$6,200,000 | \$7,200,000 |

EXPLANATION

This request is **retroactive** because NH Veterans Home received the approved sharing agreement from the Department of Veterans Affairs (VA) on April 22, 2026 and received the class exception approval from DAS until May 5, 2026. The NHVH was unable to meet the May 1, 2026 deadline for the May 20, 2026 Governor and Council meeting. This request is to comply with MOP 150, VII, C requirements for G&C approval. The request is **sole source** because NHVH receives Department of Veterans Affairs (VA) pricing via a sharing agreement with the VA to utilize this vendor through Health Care Resources Agreement number 36C24126S0009, which expires on May 31, 2031. Pricing is provided via Federal Supply System (FSS) contracted pricing for VA formulary medications utilizing VA contracts. Authorization will enable the NHVH to purchase the pharmaceuticals required for the care of our residents at discounted rates thereby reducing State and Federal costs.

Respectfully Submitted,



Kimberly M. MacKay
Commandant



DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 05/01/2026

TO: CHARLES ARLINGHAUS, COMMISSIONER
 DEPT. OF ADMINISTRATIVE SERVICES

| | |
|--------------------------------------|---|
| Requester: Melanie Barker | Agency: New Hampshire Veterans Home |
| Commodity: Pharmaceuticals | Vendor: McKesson |
| RFB/RFP/RFQ (if applicable) | Exemption #: # 34 |
| Est. Amount: \$1,500,000.00 | Class Exemption Expiration: 05/31/2031 |

PERMISSION IS HEREBY REQUESTED TO CONSIDER THE FOLLOWING AS A CLASS EXCEPTION IN COMPLIANCE WITH THE REQUIREMENTS OF RSA 21-I:11, IV AND THE NEW HAMPSHIRE ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The New Hampshire Veterans Home (NHVH) requests approval to terminate Class Exception Waiver #29 and establish a new Class Exception to co-terminate and align with the Federal Pharmaceutical Prime Vendor (PPV) Contract #36W79720D0001, effective June 1, 2026 through May 31, 2031.

NHVH receives federal funding through the Federal Supply System (FSS), which requires the use of FSS-preferred pricing and mandates procurement of prescription medications through a single prime vendor under FAR 16.503. Maintaining alignment with the PPV contract ensures compliance with federal purchasing requirements and supports continuous access to prescription medications, vaccines, and medical supplies. NHVH also benefits from federal reimbursements through the U.S. Department of Veterans Affairs, including up to 76% reimbursement for eligible residents receiving Aid and Attendance benefits, and an additional 13% reimbursement for residents with service-connected disabilities. Establishing this new Class Exception preserves these reimbursement mechanisms and supports cost-effective operations by ensuring uninterrupted access to discounted pharmaceutical pricing. Approval of this request will uphold federal compliance, sustain critical funding streams, and secure a stable supply chain for resident care.

SUBMITTED FOR ACCEPTANCE BY:

Carrie L. Martin
 Digitally signed by
 Carrie L. Martin
 @das.nh.gov
 h.gov
 2026.05.01
 12:15:27 -0400

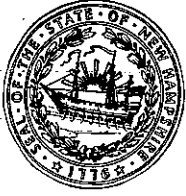
Mathew T. Stanton
 Digitally signed by
 Mathew T. Stanton@
 das.nh.gov
 Date: 2026.05.04
 15:48:26 -0400

PA / ADMIN / DEPUTY DIRECTOR
 BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

for Mathew Stanton
 GARY S. LUNETTA, DIRECTOR
 DIVISION OF PROCUREMENT & SUPPORT SERVICES
 ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER
 THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE
 REVISED STATUTES, ANNOTATED 21-I:14, XII

5.5.26
 CHARLES M. ARLINGHAUS, COMMISSIONER
 DEPARTMENT OF ADMINISTRATIVE SERVICES



New Hampshire Veterans Home

139 Winter St.
Tilton, NH 03276
Telephone: (603) 527-4400
Fax: (603) 286-7218



Kimberly M. MacKay
Commandant

Telephone: (603) 527-4400
Fax: (603) 286-7218

April 22, 2026

Director Gary Lunetta
Bureau of Purchase and Property
Annex Building Room 102
Concord NH 03301

RE: Class Exception Waiver

Dear Director Lunetta,

This letter is intended to extend the expiration date on our previous Class Exception Justification Letter dated April 24, 2024, pursuant to RSA 21-1:11, IV (see Appendix A).

The NH Veteran Home requests that the class exception (010-04300-53600000-500726) for the sole purpose of purchasing medication for the Home's residents from McKesson Pharmaceutical be extended from June 30, 2029, to May 31, 2031 to align with the VA Sharing agreement #36C24126S0009, attached.

The NH Veterans Home operates under a Sharing Agreement with the Department of Veterans Affairs (VA) dated April 22, 2026. Under this agreement, the VA offers to us both Federal Supply System (FSS) preferred pricing as well as advantageous federal reimbursement to the NHVH. If the NHVH were to utilize a different network (such as MMCAP) we would no longer be able to obtain our Pharmaceuticals from the VA under FSS preferred pricing. The VA's contract is a Requirements Contract (see FAR 16.503) which mandates they purchase pharmaceuticals from one prime vendor. The VA utilizes McKesson as their Prime Vendor (see attached agreement). McKesson Pharmaceutical (Vendor#174839) is the VA's Prime Vendor and as such NHVH would like to request the ability to purchase solely with this vendor.

In addition to the Home receiving discounted purchasing ability the Federal Department of Veterans Affairs will reimburse the Home for the cost of pharmaceuticals for the residents who receive the benefit of Aid and Attendance or are Catastrophically Disabled (currently 76%) and partial reimbursement for residents with a Service-Connected Disability (currently 13%).

Thank you for your consideration of this request.

Melanie Barker, Business Administrator IV
603-527-4838
Melanie.M.Barker@nhvh.nh.gov

TDD Access: Relay NH 1-800-735-2964

**AGREEMENT FOR USE OF DEPARTMENT OF VETERANS AFFAIRS
HEALTH-CARE RESOURCES FOR THE PROVISION OF PRESCRIBED
MEDICATIONS TO VETERANS IN A STATE VETERANS HOME (SVH) PURSUANT
TO THE PHARMACEUTICAL PRIME VENDOR (PPV) PROGRAM**



AGREEMENT NUMBER: 36C24126S0009
CURRENT PPV CONTRACTOR: McKesson Corporation
PPV CONTRACT NUMBER: 36W79720D0001
OPTION: Option 1

Option 1 under the PPV contract will be utilized. For detailed information on the PPV Program, please refer to the following link: Prime Vendor Division - Pharmaceutical Prime Vendor (PPV) Program - Office of Procurement, Acquisition and Logistics (OPAL) (va.gov).

**DEPARTMENT OF
VETERANS AFFAIRS (VA) MEDICAL
FACILITY OF JURISDICTION:**

Manchester VA Medical Center
718 Smyth Rd Manchester, NH 03104

STATE VETERANS HOME (SVH)
New Hampshire State Veterans Home
139 Winter St. Tilton, NH 03276

Whereas:

- A. Department of Veterans Affairs Medical Facility of Jurisdiction, hereinafter referred to as VA, enters into this Agreement pursuant to Title 38 United States Code, Section 8153, which permits the VA to enter into Agreements for the use of health-care resources between Department health-care facilities and any other entity.
- B. Notwithstanding any other provision, terms or conditions stated within this Agreement, to preclude the possibility of denying or delaying the care and treatment of an eligible beneficiary of the VA, both parties agree that exercise of this Agreement will result in no reduction in the range of services, quality of care or established priorities of care provided the beneficiary population of the VA.

I. Purpose

This Agreement, entered into pursuant to Title 38 United States Code §8153, authorizes the U.S. Department of Veterans Affairs (VA) and the New Hampshire State Veterans Home (SVH) to share and utilize health care resources under Pharmaceutical Prime Vendor (PPV) Contract Option 1.

This Agreement establishes a shared responsibility between VA and SVH to ensure proper medication management, regulatory compliance, and financial accountability, while supporting high-quality care for eligible Veterans.

The purpose of this Agreement is to provide SVH with access to VA pharmacy services in accordance with VHA Directive 1660.01, while maintaining established standards of care, service quality, and eligibility as applicable to VA beneficiaries.

Under PPV Contract Option 1:

SVH independently places medication orders with the PPV using state-appropriated funds, and receives direct delivery at its on-site pharmacy. SVH benefits from negotiated PPV pricing, but recognizes not all VA-contracted pricing is available. SVH should maintain a secondary procurement source for medications, as permitted under the PPV contract, to mitigate potential shortages.

All pharmaceuticals procured under this Agreement must be used exclusively for eligible Veteran residents of SVH. Any diversion, resale, transfer, barter, or use of these medications outside SVH's defined mission—including for profit or to exploit pricing differentials—is strictly prohibited and considered improper diversion of federal resources.

SVH will conduct monthly reviews of prescription orders to ensure compliance with eligibility requirements and to prevent diversion, and is fully responsible for the costs, penalties, or claims resulting from non-compliance.

SVH must submit a monthly report to VA in an approved electronic format detailing all medication dispensing activities for eligible Veterans, with prescription-level data that meets Medicaid and insurance standards. All medication purchases must be compliant.

VA agrees to reimburse SVH for medications dispensed to eligible Veterans, including medications provided up to the date of a Veteran's death, in accordance with Title 38 CFR Part 51, §51.43 and 38 U.S.C. §1745. Reimbursement is limited to the actual cost of medications.

The VA pharmacy will verify eligibility for dispensed medications based on Aid and Attendance (A&A) letters and supporting documentation provided by SVH. Any missing or updated eligibility information must be submitted by SVH prior to approval of billing.

Medications that are restricted, non-formulary, or require prior authorization must be reviewed and approved by VA at the time of prescribing, in accordance with applicable VA criteria. Reimbursement is only available where prior authorization documentation is on file for the eligible veteran receiving medication.

By entering into this Agreement, SVH acknowledges and agrees to comply with all applicable PPV contract terms and provisions and accepts full responsibility for adherence. Non-compliance may result in costs, penalties, or cancellation of this Agreement as outlined herein.

II. Period Covered

The term of this Agreement shall begin on June 1st, 2026 and shall continue until May 31st, 2031. Should the current VA Pharmaceutical Prime Vendor (PPV) contract expire or change before the end date of this agreement, the parties agree to amend this agreement to reflect the successor PPV. This amendment process will not alter any other terms of this agreement and will simply update the name of the PPV to ensure uninterrupted services as per the stipulations of this agreement. However, if for any reason a successor PPV contract is not awarded, this Agreement shall be canceled effective as of the date the existing PPV contract ends.

III. Monthly Report and Reimbursement

A. Reporting

The VA State Nursing Home Representative will review the SVH application for Veterans Care Medical Certification (VA Form 10-10SH) to verify eligibility for VA payment of medications. Upon approval, the VA State Nursing Home Representative will send the certified form to the pharmacy to ensure the proper processing of medication orders.

To verify medication usage, the SVH pharmacy will provide a monthly report to the VA in an electronic format (Excel Spreadsheet). The monthly report shall include an itemized list of medication dispensing activity for Veterans to determine medication eligibility for this reimbursement. A prescription worksheet should be completed and included with the UB04 for reimbursed prescription charges.

The medication data shall be consistent with that used to bill Medicaid and other insurance entities (e.g., National Council for Prescription Drug Programs (NCPDP) VA Health-Care standard for electronic claims; see www.ncpdp.org). At a minimum this data must include the following information:

- a. Resident Name
- b. Basis for Eligibility
- c. Social Security Number (Last Four)
- d. Generic Name of Medication

- e. Medication National Drug Code (NDC)
- f. Number of Doses/Units Dispensed during the Billing Cycle
- g. Cost per dose
- h. Total Cost
- i. Agreement # 36C24126S0009
- j. Name of SVH where Veteran is located

B. Reimbursement

The SVH orders medications for all residents in the SVH nursing home directly from the PPV. The SVH pays the PPV for all pharmaceuticals purchased and the VA reimburses the SVH for prescriptions filled within the month for each eligible Veteran.

VA agrees to reimburse the SVH for Veterans eligible for medications from VA according to title 38, CFR Part 51, §51.43 under the authority in 38 USC 1745. The amount of reimbursement is negotiable, i.e., cost of medications plus negotiated monthly dispensing fee (per dose fee or per diem fee or per medication fee per month). To fulfill VA's obligation to provide the drug, however, VA must minimally agree to pay the SVH its cost for the drug prescribed.

By the 10th day of each month, the SVH will provide VA with a monthly invoice and a medication administration record (MAR) for review for all medications ordered by the SVH and administered to or dispensed for Veterans eligible for VA-furnished medication. Once the MAR is reviewed and matched to the total cost of the invoice, the SVH will be notified to submit an invoice.

Payments of sums due to the PPV contract will be paid by the SVH directly to the PPV, no later than the 15th day of the month.

Estimate of the total net revenues by year and for the life of the selling concept:

5-year projections based on 11% cost increase. These figures may change due to resident population and residents per diem status.

- Year 1 June 1, 2026, to May 31, 2027, \$45,000.00 per month / \$540,000.00 per year
- Year 2 June 1, 2027, to May 31, 2028, \$49,950.00 per month / \$599,400.00 per year
- Year 3 June 1, 2028, to May 31, 2029, \$55,444.50 per month / \$665,280.00 per year
- Year 4 June 1, 2029, to May 31, 2030, \$61,543.40 per month / \$738,540.00 per year
- Year 5 June 1, 2030, to May 31, 2031, \$68,313.17 per month / \$819,720.00 per year

| Year | Est. Number of Eligible Veterans per Month | Average Prescriptions Per Month | Number of Months | Est. Cost Per Dose | Total |
|-----------------------------|--|---------------------------------|------------------|--------------------|----------------|
| June 1, 2026 – May 31, 2027 | 125 | 12 | 12 | \$30.00 | \$640,000.00 |
| June 1, 2027 – May 31, 2028 | 125 | 12 | 12 | \$33.30 | \$599,400.00 |
| June 1, 2028 – May 31, 2029 | 125 | 12 | 12 | \$36.96 | \$665,280.00 |
| June 1, 2029 – May 31, 2030 | 125 | 12 | 12 | \$41.03 | \$738,540.00 |
| June 1, 2030 – May 31, 2031 | 125 | 12 | 12 | \$45.54 | \$819,720.00 |
| Total | | | | | \$3,362,940.00 |

IV. Description of Resources to Be Provided by VA

Veterans residing at the SVH campus, for whom the basic per diem rate is paid and who meet eligibility criteria defined in Title 38 CFR 51, may request and receive medications prescribed by non-VA physicians. SVH purchases all medications from the Prime Vendor using state funds and requests reimbursement from VA for prescriptions dispensed to eligible Veterans, including those provided up to the date of the Veteran's death. If VA can procure any medication at a lower cost, VA may provide that medication directly.

SVH shall submit medication data to VA in an approved electronic format consistent with Medicaid and insurance standards. Documentation must include all medications dispensed to eligible Veterans.

VA pharmacy will verify eligibility for all medication requests using SVH data and the Vista pharmacy profile. SVH must submit completed VA Form 10-0460, Request for Prescription Drugs from an Eligible Veteran in a State Home, along with corresponding prescriptions for each eligible Veteran.

Medications that are restricted, non-formulary, or require prior authorization must be reviewed and approved by VA in accordance with federal VA criteria at the time of prescribing. For patient-specific non-formulary requests, SVH will email Manchester VA Pharmacy Leadership a non-formulary drug consult and supporting documentation. Manchester Pharmacy will process the request in CPRS through the Prior Authorization Drug Request (PADR) queue. The Associate Service Chief (or delegate) reviews and communicates the decision to SVH.

PPV Contract Option 1 – Auditing Requirement

VA must verify that all reimbursement requests are accurate based on Veteran eligibility. Medication eligibility verification needs to be completed before the VA makes payment

SVH shall comply with, and expressly agrees to be bound by, all applicable terms, conditions, and provisions of the VA Pharmaceutical Prime Vendor (PPV) contract as they apply to this Agreement. SVH's participation is expressly conditioned upon adherence to such provisions, and

failure to abide by the terms of the PPV contract may result in suspension or cancellation of this Agreement.

V. VA Contracting Officer's Representative (COR)

The Contracting Officer reserves the right to designate a COR to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this Agreement. Such designation will be in writing and will define the scope and limitations of the designee's authority. A copy of the designation will be furnished to the SVH after notice of award. The SVH shall provide any reports requested by the COR needed to monitor compliance including the SVH annual diversion attestation.

VI. Records created by VA

Notwithstanding any other provision of this Agreement to the contrary, documents and information created or gathered by the VA in the course of providing services or resources pursuant to this Agreement are the property of the VA. The documents shall be used, maintained and disclosed by the VA in accordance with federal laws applicable to VA records generally, including the Privacy Act of 1974, 5 U.S.C. § 552a, and 38 U.S.C. §§ 5701 and 7332.

The VA may release records subject to 38 U.S.C. § 7332 to the SVH or its representatives in accordance with the exceptions provided for in 38 USC § 7332.

VII. Health Insurance Portability and Accounting Act (HIPAA)

The VA and the SVH shall abide by the standards to protect the Privacy and Security of Protected Health Information (PHI) as required by HIPAA, and the rules governing the security, use and disclosure of protected health information promulgated by the Department of Health and Human Services (HHS). In accordance with HIPAA, the SVH may be required to enter into a Business Associate Agreement (BAA) with the VA.

VIII. Special Conditions:

- A. **Assignment of Agreement:** The SVH shall not assign or transfer this Agreement or any portion of its rights under this Agreement without the prior written consent of the VA. The VA will not assign or transfer this Agreement without the prior written consent of the SVH.
- B. **Taxes:** The SVH will be responsible for payment of all taxes assessed directly upon and arising solely from the provision of any services or resources pursuant to this Agreement.
- C. **Notices:** Except as otherwise provided in this Agreement, any notice, request, demand, or other communication that is required or permitted to be given to the other Party under the terms of this Agreement shall be in writing and shall be sent by mail or email to the individuals and addresses listed below or to such other persons and/or addresses as either Party shall designate by advance written notice to the other in accordance herewith.

SVH Representative(s) responsible for overseeing the SVH
Name: Kimberly MacKay / Susan Glover

Phone: (603) 527-4844 / (603) 527-4847

Email: kimberly.m.mackay@nhvh.nh.gov / susan.m.glover@nhvh.nh.gov

VA Representatives

Name: Dustin Muzeroll, COR

Phone: (603) 624-4366

Email: dustin.muzeroll@va.gov

IX. General Conditions:

A. Laws and Ordinances: In the exercise of any privilege granted by this Agreement, the SVH shall comply with all applicable Federal, State, municipal and local laws and rules, orders, regulations.

B. Damage: No property belonging to the VA shall be destroyed, displaced, or damaged by the SVH in the exercise of the privilege granted by this Agreement. In lieu of such repair or replacement, the SVH shall, if so required by the VA, pay the VA money in an amount sufficient to compensate for the loss sustained by reason of damages to or destruction of property. The SVH shall forward any monetary consideration directly to the VA at the address specified for other payments under this Agreement.

C. Indemnification: The SVH shall indemnify and save harmless the United States, its agents and employees for any and all loss, liability, damage or injury to person or property directly or indirectly due to the exercise by the SVH of the privileges granted by this Agreement or any other act or omission of the SVH, including failure to comply with the obligations of this Agreement, unless such loss, liability, damage or injury was caused by conduct of activity of the VA. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

D. Insurance: The SVH agrees to maintain, throughout the term of the Agreement, general liability insurance coverage commensurate with the type of business, organization, and/or activity engaged in during the term of this Agreement. Such coverage shall be in an amount of not less than \$1,000,000.00. Evidence of this coverage will be provided to the Contracting Officer prior to the exercise of the Agreement.

X. Status as Independent Contractor:

The relationship of the parties is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties is an independent contractor relationship. Neither party shall have authority to make any statements, representations, or commitments of any kind or to take any action on behalf of the other party, or that shall be binding on the other party, except as may be expressly provided for herein or otherwise authorized in writing.

XI. Modifications:

This Agreement may need to be modified from time to time. All modifications shall be in writing, and, except for cancellation, have the written consent of both parties.

XII. Governing Law:

This Agreement shall be governed, construed and enforced in accordance with Federal law.

XIII. Priority for Veterans:

The VA reserves the right to deny provision of all or part of the VA services or use of VA resources to the SVH provided pursuant to this Agreement where the VA determines that such services or resources are not available or if provision of such services or resources would deny or delay care to VA beneficiaries. The VA agrees to notify the SVH of any changes in availability of the VA services or use of VA resources specified in this Agreement.

Determinations by the VA concerning the availability of VA services or use of VA resources pursuant to this Agreement are conclusive, binding on the Parties to this Agreement, and non-reviewable. The denial of the provision of VA services or use of VA resources under this section does not constitute a breach of this Agreement.

XIV. Disputes:

All disputes arising under or relating to this Agreement shall be resolved in accordance with this section.

As used herein, "claim" means a written demand or assertion by one of the parties seeking, as legal right, the payment of money, adjustment or interpretation of the terms, or other relief, arising or relating to this Agreement.

Any controversy or claim arising out of or relating to this Agreement on behalf of the SVH shall be presented initially to the Contracting Officer for consideration; the VA Contracting Officer shall furnish a written reply on the claim to the SVH. The SVH shall comply with any decision of the VA Contracting Officer pending final resolution of the matter.

In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this Agreement, or breach thereof, the parties agree to engage in Alternative Dispute Resolution (ADR) procedures offered by the Civilian Board of Contract Appeals.

Any claim by the SVH must be presented no later than 30 calendar days after the effective date of cancellation or final expiration of this Agreement, whichever occurs earlier, otherwise SVH forfeits its right(s) to relief.

XV. Marketing:

The SVH shall not advertise or use any marketing material, logos, trade names, service marks, or other material belonging to the VA without the VA's consent. The SVH may not state or imply any endorsement of the SVH by the VA.

XVI. Cancellation:

The VA may cancel this Agreement upon written notice to the SVH, without further liability to the VA. The SVH is responsible for payment for all use of VA resources and VA services rendered prior to the effective date of cancellation. The SVH may cancel this Agreement upon

sixty (60) calendar days written notice by the SVH to the Contracting Officer and Contracting Officer Representative, without further liability to the VA. The PPV Contracting Officer is to be notified if this Agreement is cancelled.

Cancellation by either party shall not excuse payment for the use of VA resources for any time prior to the effective date of the cancellation of the Agreement.

XVII. Order of Precedence:

The terms, conditions, and attachments included herein, including any formal written modifications thereto, constitute the complete Agreement between the parties and take precedence over any other language, oral or written.

For the VA:

For the SVH:

**JENNIFER
FIORE**

Digitally signed by
JENNIFER FIORE
Date: 2026.04.22
08:31:29 -04'00'

Contracting Officer
Network Contracting Office (NCO)

Date: _____

Kimberly M Mackay

Name: *Kimberly M Mackay*
Title: *Commandant*

Date: 4/21/2026