AFFILIATION AGREEMENT
BETWEEN
SUNY BROOME COMMUNITY COLLEGE
AND
THE STATE UNIVERSITY OF NEW YORK, UNIVERSITY AT BUFFALO,
SCHOOL OF PHARMACY AND PHARMACEUTICAL SCIENCES

This Agreement is made by and between SUNY Broome Community College, with its principal office located at PO Box 1017, Binghamton, New York 13902 and The State University of New York, a corporation organized and existing under the laws of the State of New York, with its principal office located at University Plaza, Albany, New York 12246, by and on behalf of the University at Buffalo, The State University of New York, School of Pharmacy and Pharmaceutical Sciences with offices located at 270 Kapoor Hall, Buffalo, New York 14214-8033 [hereinafter referred to as “the University at Buffalo”].

PURPOSE

I. SUNY Broome Community College and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences agree to cooperate in providing a 2 + 4 undergraduate/professional school education leading to the associates degree from SUNY Broome Community College and the Doctor of Pharmacy (PharmD) degree from the University at Buffalo. The first phase (undergraduate) of the collaborative program will consist of the completion of a minimum of an AA or AS program/major at SUNY Broome Community College including all of the University at Buffalo PharmD program required prerequisite courses. The second phase will consist of completion of the four-year curriculum of the Doctor of Pharmacy program at the University at Buffalo. Under this agreement, the student would then receive an associate’s degree from SUNY Broome Community College and, upon approval of the University at Buffalo, the student will complete four years of professional study and requirements for the Doctor of Pharmacy degree. This is a six-year program developed between SUNY Broome Community College and the University at Buffalo that allows a participating student the opportunity to receive an associate’s degree and a Doctor of Pharmacy degree. The first two years of the program are completed at SUNY Broome Community College and the last four years are spent at the University at Buffalo. At the time of the agreement, financial aid will cover some, but not all, of an AA or AS program at Broome Community College but allows a strong candidate a 2+4 at a top ranked pharmacy school and saves a candidate an additional 1-2 years of undergraduate education.

II. GUIDELINES FOR COLLABORATIVE PROGRAM ADMISSION TO THE DOCTOR OF PHARMACY PROGRAM

The PharmD Admissions Committee is seeking the following minimum requirements. In order to remain in the program(s), a participant must achieve or maintain the following:

1. Earn (on the 4.0 grading system) the following minimum grade point averages at College:
(a) Prerequisite course science and mathematics GPA 3.5 (90th percentile or grade A on the 100 point scale)
(b) Overall GPA 3.5 (90th percentile or grade A on the 100 point scale)
(c) Each prerequisite course must successfully be completed with a grade equal to, or greater than, a C (2.0) by the end of the summer semester prior to fall admission.
(d) For the fall entering class, students will have completed at least one year of English composition, one year of biology, one year of general chemistry, one year of organic chemistry, one year of calculus, one semester of statistics, one semester of microbiology, one semester of anatomy, one year of physiology, one semester of biochemistry, and one semester of any social or behavioral science (see the Undergraduate Catalog) and all University at Buffalo Curriculum requirements by the end of the summer semester prior to the fall semester in which the student will enter the first year of the PharmD program. See here: Prerequisite Courses.

2. Submit an application through the Pharmacy College Application Service (PharmCAS) during the fall of their sophomore no later than October 1 following these steps: http://pharmacy.buffalo.edu/pharmcas

3. The PCAT is required for all PharmCAS applicants. We do not have a minimum score requirement. Scores at or above the national average are considered highly competitive for entry. If taken three or more times, the average of all the scores is considered. Applicants are encouraged to take the Official PCAT Multiple Choice Practice Tests (examinees who take this usually score higher). We will not accept any PCAT test over 3 years old.

4. Submit 3 required PharmCAS letters of recommendation.

5. Maintain the appropriate moral and ethical standards necessary for admission and for the eventual attainment of professional licensure.

6. Upon invitation, the University at Buffalo will also require a formal interview with designated interviewers as part of the PharmD admissions process. Information regarding this requirement will be provided following the receipt of all application documents.

7. Selection is based on scholastic achievement, aptitude, personal qualifications, and evidence of motivation toward pharmacy. These are judged from the college record, grade point average, the PCAT, letters of reference and evaluation, a Supplemental Admission Application, and a personal interview. In addition to intellectual and academic competence, the School's Admissions Committee considers communication skills, leadership ability, community service, health care-related or research experience, and motivation for pursuing a career in pharmacy.

8. All students enrolled in the PharmD program must submit a Criminal Background Check (CBC) and a Drug Screen from a vendor approved by UB SoPPS at the student's expense. The CBC is due within 15 days of the acceptance confirmation email. Drug Screens will be assigned throughout the four years in the professional program.

9. At the end of the first and second years, participants must submit an official transcript of grades to the PharmD Admissions Committee. Their performance in the program will be evaluated and they will receive a written or electronic response informing them of their status. Failure of a participant to achieve or maintain these standards will result in his or her removal from the program. Unsuccessful application or discontinuance following acceptance will not preclude direct application to the University at Buffalo through its PharmCAS application process and will not be considered in any future admissions review process.

10. SUNY Broome Community College students would identify intent to pursue the 2+4 within the first 30 credit hours to ensure they can meet all course requirements during the associate’s degree program. Students should make every effort to maintain continuous enrollment at SUNY Broome Community College.

II. MUTUAL RESPONSIBILITIES

1. College agrees to:
(a) Provide courses that meet the prerequisite requirements for the Doctor of Pharmacy (PharmD) program at the University at Buffalo's School of Pharmacy and Pharmaceutical Sciences.

(b) Designate a person who will serve as coordinator of the collaborative program at College. The coordinator is and will:

(i) be responsible for promoting the affiliation to prospective and current students by providing information to the university admissions staff, career planning and placement officers, the College Committee members, and all pre-pharmacy student advisors.

(ii) keep students and pharmacy student advisors abreast of current information applicable to the affiliation.

(iii) maintain advising files for College students who intend to apply to the collaborative program.

(iv) serve as liaison between College and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences for any and all issues involving the affiliation.

2. The University at Buffalo agrees to:

(a) Designate a person who will serve as coordinator of the collaborative program at the University at Buffalo. The coordinator is:

Jennifer Rosenberg, PhD
Associate Dean
Director of Admissions, Enrollment Planning, and Undergraduate Advisement
School of Pharmacy and Pharmaceutical Sciences
The State University of New York at Buffalo
274 Kapoor Hall, Buffalo, NY 14214-8033
(716) 645-2858
(716) 829-6568 (fax)
jmr16@buffalo.edu

(i) serve as a liaison between the University at Buffalo and College for any and all issues involving the affiliation.

(ii) inform appropriate personnel of the existence of the agreement and encourage them to support it.

(iii) ensure that an official transcript from the first year of the PharmD program is forwarded to College in a timely fashion.

(b) Guarantee a minimum of 2 seat(s) in the incoming class for College students who are deemed fully acceptable by the University at Buffalo PharmD Admissions Committee. Applicants failing to meet the requirements of their conditional acceptance may not be enrolled. These individuals will be counted against the 2 seat(s) guaranteed College.

(c) College students who have been identified as candidates for this program will be invited to visit the University at Buffalo prior to their application either in-person or by videoconference. Information regarding affiliation program visit days will be provided to the College liaison.

(d) Liaisons from the two institutions will meet annually to evaluate the progress of the program.

III. GENERAL CONSIDERATIONS

1. Any student participating in the affiliation program who wishes to apply for financial assistance should apply to SUNY Broome Community College for the semesters during which the student shall be enrolled at SUNY Broome Community College and to the University at Buffalo for the semesters during which the student shall be enrolled in the PharmD program. Students participating in this affiliation agreement shall not receive any preferential consideration in obtaining financial assistance over other students from institutions that are not so
affiliated. SUNY Broome Community College students shall not receive any preferential consideration by the University at Buffalo PharmD Admissions Committee; they will be held to the same rigorous standards as other applicants. Final admissions decisions will be solely at the discretion of the University at Buffalo.

2. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, The State University of New York (SUNY) shall hold College harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment in connection with this Agreement.

3. College shall indemnify, defend and hold harmless SUNY and the University of Buffalo School of Pharmacy and Pharmaceutical Sciences, and their trustees, officers, employees, agents, volunteers, successors and assigns from and against any and all claims, liabilities, damages, actions, costs and expenses, including, without limitation, attorneys’ fees, arising out of or in any way related to College’s conduct under or failure to comply with the terms and/or conditions of this Agreement.

4. College and the University of Buffalo School of Pharmacy and Pharmaceutical Sciences will fully comply with any applicable local, state and federal laws and regulations barring discrimination on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference or veteran status. Notwithstanding anything in this Agreement, the Parties agree that College retains all of its rights under the First Amendment to the United States Constitution. The provisions of Exhibit A, State standard contract clauses, attached hereto, are hereby incorporated into this Agreement and made part hereof.

5. It is understood that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, collaborative venture or association between College and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences, but is rather an Agreement by and between independent institutions.

IV. AMENDMENTS AND DURATION OF AGREEMENT

Either party may take the initiative to amend this agreement by submitting suggestions in writing. The amended Agreement will become effective when signed by the respective agents authorized by each party to execute such amendments (amendments are in italics). This Agreement will go into effect beginning with the 2017-2018 academic year and will remain in effect until either party indicates otherwise in writing, at least one (1) year in advance. Any decision to terminate the program will not affect the status of any College students currently accepted into or enrolled in the program at the School of Pharmacy and Pharmaceutical Sciences.

For purposes of written notification, all notices to parties hereunder must be in writing, signed by the party giving it, and shall be served either personally or by certified mail, return receipt requested, and addressed as follows:

To the UNIVERSITY AT BUFFALO:
Vice President for Health Sciences
University at Buffalo
The State University of New York
3435 Main Street, BEB 155
Buffalo, New York 14214

To the AFFILIATE:
SUNY Broome Community College
PO Box 1017
Binghamton, New York 13902
EXHIBIT A

STANDARD SUNY CONTRACT CLAUSE

See attached.
1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. PROHIBITION AGAINST ASSIGNMENT. Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a business entity or enterprise to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. COMPTROLLER’S APPROVAL. (a) In accordance with Section 112 of the State Finance Law, Section 85-119 of the New York State Education Law, and 8 NYCRR 316, Comptroller’s approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller’s approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $5,000; (iv) contracts for real property transactions if the contract value exceeds $50,000; (v) all other contracts not listed in Paragraph (3)(a) above made by a State University campus or health care facility, if the contract value exceeds $5,000; and (vi) all other contracts not listed in Paragraph (3)(a) above made by a State University campus or health care facility, if the contract value exceeds $50,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage of SUNY for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal constitutional and non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sexual orientation, gender identity, or disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if any advertising in the performance of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent required by law, within the State of New York, Contractor agrees that neither the Contractor nor any subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability discriminate against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 238 thereof, the Contractor agrees that neither the Contractor nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability, discharge, fire, lay off, change working conditions, or discriminate against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. This contract is subject to fines of $50.00 per person per day for any violation of Section 220-a or Section 238 as well as possible termination of this contract and forbearance of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Section 230 of the Labor Law, the Contractor agrees, as a material condition of the contract, to comply with all prevailing wage and labor standards scheduled by the State Labor Department. Furthermore, Contractor and its subcontractors must pay wages, overtime and prevailing wage and labor standards payable to such employees, and provide the prevailing wage and labor standards issued by the State Labor Department. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of a payroll with the prevailing wage and labor standards scheduled by the State Labor Department is a condition precedent to payment by SUNY. The Contractor shall have no liability under this contract to the Contractor or any assignee, transferee, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 159-b of the State Finance Law, SUNY may require the Contractor to furnish such certifications as shall be deemed necessary by SUNY. Certification shall be based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereby certifies as to its

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency including any contract for the construction, operation or administration of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies to the extent required by law, within the State of New York. Contractor agrees that neither the Contractor nor any subcontractor shall, by reason of race, creed, color, national origin, age, sex or disability, discharge, fire, lay off, change working conditions, or discriminate against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. This contract is subject to fines of $50.00 per person per day for any violation of Section 220-a or Section 238 as well as possible termination of this contract and forbearance of all moneys due hereunder for a second or subsequent violation.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, “the Records”). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination of the Records and its representatives and entities involved in this contract shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreed upon reasonable venue within the State, for the terms specified above for the purposes of inspection, auditing and copying. SUNY shall take action to prevent access to public disclosure of any of the Records which are exempt from disclosure under Section 67 of the New York State Public Records Law (the "Statute") provided that: (i) the Contractor agrees to furnish an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the
11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number: Every invoice or New York State Claim for Payment submitted to the State University of New York by a payee, for payment for the sale of goods or services, or for transportation, shall include the payee's Federal employer identification number, if any, and the payee's Federal social security number, if any.

(b) Privacy Notice. (1) The authority to request the above personal information is a seller of goods or services, or a transportation company, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the State University of New York is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and other entities that are not subject to the withholding and reporting requirements of Sections 881, 884, 885, and 886 of the Internal Revenue Code of 1986, as amended, and any similar provisions of state or local law. The information will be used for tax administration purposes and for any other purpose authorized by law.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) In addition to the provisions of Section 312 of the Executive Law and 5 NYCRR 143, this contract shall include: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00 whereby a contracting agency is committed to expend or disburse funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered, furnished or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or disburse funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, including, but not limited to, a wilderness agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or disburse funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy takes priority over the terms of the contract.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereto) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York, and the New York State Civil Rights Law, Executive Law and 5 NYCRR 143, if this contract is for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon, the work being performed by the Contractor, and the work being performed by the Contractor for the benefit of the State of New York.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules (“CPLR”), Contractor hereby consents to service of process upon it by registered return receipt requested. Service hereunder shall be complete upon Contractor’s actual receipt of process or upon the State’s receipt of the return receipt thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law § 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any government agency or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet the approval of the State. Contractor will not have such number or numbers, that of the information in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor, with whom the Contractor has business relationships. Contractor shall have no business operations in Northern Ireland, and shall not have any interests in Northern Ireland in accordance with the MacBride Fair Employment Practices (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

19. MACBRIE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor, the subcontractor, and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor, shall have no business operations in Northern Ireland, and shall not have any interests in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of the New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises and subcontractors and suppliers on its procurement contracts

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5220
Fax: 518-292-5216
http://www.empire.state.ny.us

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5325
Fax: 518-292-5603
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total contract amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Equal Employment Opportunity Act of 1972 (P.L. 92-261), as applicable;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities.
on this project through listing any such positions with the Job Search Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Contractor agrees that if the Contractor fails to provide sufficient information to substantiate such location, the Contractor will be disqualified from participation in this project.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 999-aa; State Technology Law Section 201).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 183(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 163(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor, or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

27. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word “service” shall be construed to refer to the health care service rendered by the hospital or other health service facility.

28. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of $10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.
Thank you for your interest in the University at Buffalo! You are ready to apply via PharmCAS when you plan to have all undergraduate prerequisite courses and the PCAT completed by the end of the summer semester prior to fall matriculation. The following courses satisfy prerequisite expectations for our professional Doctor of Pharmacy (PharmD) degree program:

<table>
<thead>
<tr>
<th>Pharmacy Prerequisite Courses</th>
<th>SUNY Broome Courses</th>
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<tbody>
<tr>
<td>Introductory Biology I with Laboratory</td>
<td>BIO 117 Principles of Biology I</td>
</tr>
<tr>
<td>Introductory Biology II with Laboratory</td>
<td>BIO 118 Principles of Biology II</td>
</tr>
<tr>
<td>General Chemistry I with Laboratory</td>
<td>CHM 145 General Chemistry I &amp; CHM 145L General Chemistry I Laboratory</td>
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<tr>
<td>General Chemistry II with Laboratory</td>
<td>CHM 146 General Chemistry II &amp; CHM 146L General Chemistry II Laboratory</td>
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<tr>
<td>Organic Chemistry I with Laboratory</td>
<td>CHM 245 Organic Chemistry I &amp; CHM 245L Organic Chemistry I Laboratory</td>
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<tr>
<td>Organic Chemistry II with Laboratory</td>
<td>CHM 246 Organic Chemistry II &amp; CHM 246L Organic Chemistry II Laboratory</td>
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<tr>
<td>Calculus I</td>
<td>MAT 181 Calculus I or MAT 160 Applied Calculus I</td>
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<tr>
<td>Calculus II</td>
<td>MAT 182 Calculus II</td>
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<tr>
<td>Physics I</td>
<td>PHY 161 Physics I or PHY 181 Physics for Engineers &amp; Scientists I</td>
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<tr>
<td>Anatomy</td>
<td>BIO 131 Human Biology I &amp; BIO 132 Human Biology II</td>
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<tr>
<td>Physiology I</td>
<td>BIO 131 Human Biology I &amp; BIO 132 Human Biology II</td>
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<tr>
<td>Physiology II</td>
<td>Comparable course not offered at SUNY Broome</td>
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<tr>
<td>Microbiology</td>
<td>BIO 150 General Microbiology</td>
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<tr>
<td>Biochemistry</td>
<td>CHM 247 Biochemistry</td>
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<tr>
<td>Statistics</td>
<td>MAT 124 Statistics I or MAT 224 Statistics II</td>
</tr>
<tr>
<td>English Composition I</td>
<td>ENG 110 College Writing I</td>
</tr>
<tr>
<td>English Composition II</td>
<td>ENG 111 College Writing II</td>
</tr>
<tr>
<td>Social Behavioral Science</td>
<td>Any course offered in ANT, COM, ECO, PSY, SOC, or SPK</td>
</tr>
</tbody>
</table>

Notes about the prerequisites:
- All prerequisite courses must be completed with a grade equal to or greater than C- by the end of the summer and prior to fall matriculation within 5 years preceding admission (see website for details). Completion of courses during the first summer session (generally from the end of May until the end of June) is expected and applicants must receive prior written approval by emailing pharm-admit@buffalo.edu.
- The University at Buffalo School of Pharmacy and Pharmaceutical Sciences (SPPS) admissions committee reserves the right to rescind an offer of admission if grades below C+ are received in multiple courses in the same terms during the fall, spring or summer semesters prior to fall matriculation in the PharmD program.
- Any prerequisites not offered at SUNY Broome can be taken at another institution. UB SPPS does not articulate courses or evaluate transcripts. To find equivalent courses, please refer to UB's Course Equivalency Guide (taurus.buffalo.edu) or course descriptions in UB's undergraduate catalog (undergrad-catalog.buffalo.edu). Candidates should adhere to General Education requirements of their home campus. Please contact the Office of Admissions and Advisement if considering undergraduate transfer to UB to complete prerequisites, as additional courses may be required.
- It is critical that all students possess the ability to communicate effectively using both the oral and written English language. In addition to intellectual and academic competence, the school's admissions committee considers communication skills, leadership ability, community service, health care-related or research experience, and motivation for pursuing a career in pharmacy.
- All students are expected to have computer skills, specifically proficiency in personal computer operating systems, word processing and use of email. Also expected are abilities to access menu-driven programs, online databases and resources on various computer networks and the internet, and the ability to produce professional documents utilizing data that has been accessed and manipulated from a wide range of resources.
- UB SPPS faculty have established Personal Attributes and Capabilities Essential for Admission, Progression, and Graduation (Technical Standards) for our Doctor of Pharmacy Degree. Learn more about the SPPS PharmD Technical Standards here: www.pharmacy.buffalo.edu/academic-programs/pharmd/Technical_Standards.

Curriculum may be modified as professional competencies change and new areas develop. Required prerequisites and course equivalencies are subject to change. For updates, visit pharmacy.buffalo.edu/admissions.