AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF ROCHESTER
AND
THE STATE UNIVERSITY OF NEW YORK, UNIVERSITY AT BUFFALO,
SCHOOL OF PHARMACY AND PHARMACEUTICAL SCIENCES

This Agreement is made by and between University of Rochester, with its principal office located at 500 Joseph C. Wilson Boulevard, Rochester, NY 14627 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. University of Rochester and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences agree to cooperate in providing a process whereby qualified students admitted to the Post-Baccalaureate Pre-Health Program at University of Rochester are considered for acceptance into the Doctor of Pharmacy (PharmD) degree program from the University at Buffalo.

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 University of Rochester:
   (a) Prerequisite course science and mathematics GPA 3.3
   (b) Overall GPA 3.3
   (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) 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
(716) 829-6568 (fax)
jmr16@buffalo.edu

(i) serve as a liaison between the University at Buffalo and University of Rochester 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 University of Rochester in a timely fashion.

(b) Guarantee a minimum of 2 seat(s) in the incoming class for University of Rochester 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 University of Rochester.

(c) University of Rochester 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 University of Rochester liaison.

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

IV. GENERAL CONSIDERATIONS

1. University of Rochester 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 University of Rochester’s conduct under or failure to comply with the terms and/or conditions of this Agreement.

2. University of Rochester 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 University of Rochester 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.

3. 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 University of Rochester and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences, but is rather an Agreement by and between independent institutions.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below:

James O'Donnell, Ph.D.  Date
Dean
School of Pharmacy and Pharmaceutical Sciences
University at Buffalo, The State University of New York

Graham Hammill, Ph.D.  Date
Vice Provost and Dean of the Graduate School
University at Buffalo, The State University of New York

Michael E. Cain, M.D.  Date
Vice President for Health Sciences
University at Buffalo, The State University of New York

Jeffrey Runner, Ph.D.  Date
Dean of the College of Arts, Sciences and Engineering
University of Rochester
EXHIBIT A

STANDARD SUNY CONTRACT CLAUSE

See attached.
EXHIBIT A
February 11, 2014

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, lessee, lessor, lessee or any other party):

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 pursuant to Section 13 of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 13 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 contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 13 of the State Finance Law, to accept or reject any 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 355 of New York State Education Law, and 6 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 and private hospitals, which are 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 (a); (ii) 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; (iii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $5,000; (iv) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds $5,000; (v) contracts for real property transactions if the contract value exceeds $50,000; (vi) all other contracts not listed in Paragraph (3)(a) above made by the State Labor Department; and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void of and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract 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 statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or gender identity or expression, sexual orientation, sexual identity, marital status, age, disability, predisposing genetic characteristic or military status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring 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 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, sex or disability: (a) discriminate in hiring 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. Contractor is subject to fines of $500.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture 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 Article 9 thereof, Contractor's employees shall be paid prevailing wage rates as required by the Department of Labor Department. Furthermore, Contractor and its subcontractors shall pay at least the prevailing wage rate and include the appropriate supplements, including the premium rates for overtime paid, as determined by the State Department in accordance with the Labor Law. Additionally, effective April 28, 2011, this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 136-d of the State Finance Law, the contract shall be awarded 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 thereof certifies as to its own organization, under penalty of perjury, that it has been awarded at independently and without collusion at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf.

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, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, and shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of its officers, agents or successors, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Comptroller may terminate the contract with the Contractor within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 103.4).

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 right to withhold amounts due to the 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 a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State, its representatives, or the State Comptroller.

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 thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an exami-
nation, as SUNY 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 agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing, and copying. SUNY will take all reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law ("POL"). Provided that (i) the Contractor shall timely and appropriately formalize the records under Section 87 of the Public Officers Law ("POL"); (ii) the records shall be delivered to SUNY; and (iii) the designation of the records shall exempt them as exempt under the Statute is reasonable. Nothing contained herein shall diminish, in any way adversely affect, SUNY’s or the State’s right to discover in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

Identification Numbers. 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 transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee’s identification number. The number is to be followed by: (i) the payee’s Federal Employer Identification number, if applicable; (ii) the payee’s Federal Tax Identification number; and (iii) the payee’s Statewide Financial System identifier, if applicable. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee’s, its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

Privacy Notification. (1) The Authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to 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 others who have been designated in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by any changes in the law or in the conduct of its business. The information will be used for tax administration purposes and for any other purposes authorized by law. (2) The personal information is requested by the purchasing unit of the State University of New York contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) In accordance with Section 312 of the New York State Executive Law and §NYSR 143, if this contract is (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, or (ii) a construction contract, whereby a contracting agency is committed to expend or do expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, the contracting agency will be committed to expend or do expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (ii) a written agreement in excess of $100,000 whereby a contracting agency is committed to expend or do expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000 whereby the owner of a State assisted housing project is committed to expend or do expend 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 will carry out the Contractor’s equal employment opportunity policy.

13. CONFLICTING TERMS.

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) 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 except where the Federal supremacy clause requires otherwise.

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

16. NO ARBITRATION. Disputes involving this contract, including any 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 or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor’s actual receipt of process or upon the State’s return of the mailing before the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of any 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 governmental agency or body for the construction or maintenance or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to the satisfaction of the approval of the State. In addition, when any portion of this contract involving the use of wood, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding the use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet the approval of the State, otherwise, the bid may be considered non-responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MacBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1972), the Contractor must certify that Contractor 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 either (a) have no business operations in Northern Ireland, or (b) shall take all good faith and conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165B 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 as bidders, subcontractors and suppliers on 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: 518-292-5100
Fax: 518-292-3555
email: opa@estd.ny.gov
A directory of certified minority and women-owned business enterprises is available from:
NYS Department of Economic Development
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 899-aa; State Technology Law Section 208).

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 163(4-c) 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 § 165(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 165 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.

25. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 6-a, if the Contractor fails to make the certification required by Tax Law Section 6-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.oas.ny.gov/about/docs/docs/1stProhibitEntit
ies.pdf

Contractor further certifies that it will not utilize this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proponent Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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 insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statues, 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 certify 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.