

AGREEMENT

THIS AGREEMENT is between **SUFFOLK COUNTY COMMUNITY COLLEGE (COLLEGE)**, a chartered Community College (pursuant to New York State Education Law) under the sponsorship of the **COUNTY OF SUFFOLK (COUNTY)**, a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, and

MAURY J. GREENBERG, M.D., having an office at 2500 Nesconset Highway, Stony Brook, New York 11790-2559.

The parties hereto desire to make available to the COLLEGE Consultant Medical Services, and sufficient funding exists in the 2000/2001 College Operating Budget.

TERM OF AGREEMENT: Shall be September 1, 2000 through August 31, 2001 and four (4) one (1) year options to extend.

TOTAL COST OF AGREEMENT: Shall not exceed \$12,000.00 for the first year and an increase of 3% for each option year exercised.

TERMS AND CONDITIONS: Shall be set forth in Exhibits A through C attached.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

CONSULTANT

SUFFOLK COUNTY COMMUNITY COLLEGE

MAURY J. GREENBERG, M.D.

By:
SALVATORE J. LA LIMA
President

Date: _____
APPROVED AS TO FORM, NOT
REVIEWED AS TO EXECUTION:

Date:
APPROVED:
SUFFOLK COUNTY COMMUNITY COLLEGE

ROBERT J. CIMINO
Suffolk County Attorney

By:
CHARLES K. STEIN
Chief Financial Officer

By:
CYNTHIA KAY PARRY
Asst. County Attorney

Date: _____

Date:

10. Any communication, notice, claim for payment, report or other submission necessary or otherwise required to be made by **CONSULTANT** to the **COLLEGE** or **COUNTY**, shall be deemed to have been duly made upon receipt by the **COLLEGE** or **COUNTY** at an address specified by the Vice President for Student Affairs of Suffolk County Community College.

11. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

12. The Vice President for Student Affairs reserves the right to terminate this Agreement at any time at his or her sole discretion for whatever reason s/he deems necessary, with the clear understanding that no claim will be honored by the **COLLEGE** or **COUNTY** for any reason beyond the termination date.

13. It is understood that this instrument represents the entire agreement; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the parties hereto.

14. **CONSULTANT** shall maintain during the period of this Agreement \$2 million (\$2,000,000.00) of professional liability (Malpractice) insurance and shall provide the **COLLEGE** with proof of such insurance. A copy of the Certificate of Insurance, dated provided by the **CONSULTANT** to the **COLLEGE**, is attached as Exhibit C.

END OF TEXT

EXHIBIT A

EXHIBIT B

DESCRIPTION OF SERVICES

1. **CONSULTANT** shall arrange to meet once each semester with the Health Services staff from all three campuses for the purpose of in-service training, discussion of policies and procedures, etc.
2. **CONSULTANT** shall also provide consulting services by telephone as required by any of the registered nurses working on the Ammerman, Western or Eastern Campuses.
3. **CONSULTANT'S** services to the Ammerman and Western Campuses shall include the administration of standard sports physical examinations which will include blood pressure, pulse and urinalysis. Physicals will be scheduled at approximately 3:00 p.m. on each campus as follows:

Ammerman Campus:

1. three sessions late August/September
approximately 25 athletes per session.
2. two sessions late October
approximately 25 athletes per session.
3. three sessions late February/March
approximately 30 athletes per session.

Western Campus:

1. one session late August/September
approximately 25 athletes.
2. one session late October
approximately 25 athletes.
3. one session late February/March
approximately 45 athletes.

4. **CONSULTANT** shall in his/her professional discretion, sign orders for the dispensing of medication by the registered nurses on Ammerman, Western or Eastern Campuses. The **CONSULTANT** shall also approve and sign prescribed emergency procedures to be used by the registered nurses.

END OF TEXT

EXHIBIT B