

**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:

EXHIBIT A

1. **CONSULTANT** shall provide consultative medical services for the **COLLEGE**, as more particularly described in Exhibit B attached.

2. The term of this **AGREEMENT** shall be as indicated on page one hereof. The option to extend for a one-year period, which may occur no more than four times to result in a maximum contract length of five (5) years, shall occur by the submission by the **COLLEGE** to the **CONSULTANT** of a written request by June 1 of each year, and the written response by the **CONSULTANT** by June 15.

3. The **COLLEGE** shall pay the **CONSULTANT** twelve thousand dollars (\$12,000.00) for his or her services, plus any additional amount in accordance with the amount indicated on page 1. The total amount of **CONSULTANT'S** compensation shall not exceed the total Cost of Agreement on Page One of this Agreement. Payment of the amount provided on page 1 shall be in twelve (12) monthly installments.

4. **CONSULTANT** shall submit claims for compensation, using a **COLLEGE** Standard Voucher in addition to any other form(s) required by the **COLLEGE** or the Suffolk County Department of Audit and Control. Vouchers should be completed listing all information regarding services; i.e., dates of service, work site locations and activities, hours worked and pay rate.

5. **CONSULTANT** shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any right, title, or interest therein, or the power to execute this Agreement, to any other person or corporation without the prior consent in writing of the **COLLEGE**.

6. **CONSULTANT** warrants that s/he is not in arrears to the **COLLEGE** or **COUNTY** upon debt or contract and is not a defaulter as surety, contractor or otherwise on any obligation to the **COLLEGE** or **COUNTY**.

7. **CONSULTANT** represents and warrants that s/he has not offered or given any gratuity to any official, employee or agent of Suffolk County, New York State, or of any political party, with the purpose or intent of securing favorable treatment with respect to the awarding or amending of an agreement, or the making of any determinations with respect to the performance of an agreement, and that s/he has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

8. **CONSULTANT** represents and warrants that, unless exempt, s/he has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Local Law No. 24 of 1976, as amended (9A5-7 of the Suffolk County Code) and shall file an updated such statement with said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The **CONSULTANT** acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the **COLLEGE** shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

9. It is expressly agreed that **CONSULTANT'S** status hereunder be considered an employee of the **COLLEGE** or **COUNTY** for any purpose.

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