IN THE MATTER OF
JULIE SWITZER,
AN EXECUTIVE VICE PRESIDENT/
GENERAL COUNSEL FOR
THE WESTCHESTER COUNTY
HEALTH CARE CORPORATION.

DISPOSITION AGREEMENT

1. This agreement ("Agreement") between the New York State Commission on Public Integrity ("Commission") and Julie Switzer, an Executive Vice President/General Counsel for the Westchester County Heath Corporation ("WCHCC"), shall be considered the final disposition of the allegation of violation of Public Officers Law §§73(5), and 74 (3)(d), (f) and (h) described in the Notice of Reasonable Cause ("Notice") presented to the Commission on February 10, 2010, and attached hereto.

2. In consideration of the Commission’s agreement not to proceed further with enforcement proceedings, Ms. Switzer admits to violating the Public Officers Law as set forth in the Notice, and agrees to personally pay one thousand dollars ($1,000) to the Commission within one hundred and eighty (180) days following execution of this Agreement. Payment shall be made by bank or certified check made payable to the Commission on Public Integrity. Fulfillment of this agreement shall terminate enforcement proceedings.

3. Ms. Switzer agrees that she will, in all respects, abide by the terms of Public Officers Law §§73(5) and 74.

4. Ms. Switzer agrees that neither she nor her agent will issue any public statement directly or indirectly denying the factual allegations in the Notice or creating the impression that the Notice is without factual basis.

5. It is understood and agreed that this Agreement is not confidential, and that the Commission reserves the right to make public the agreement and its terms.
6. If payment in full is not received within one hundred and eighty days (180) from the execution herein, or if Ms. Switzer violates any of the other terms of this Agreement, the Commission may declare this Agreement null and void and proceed to a hearing as if it had not been executed, or, in its discretion, pursue collection of the one thousand ($1,000) payment provided for herein.

7. Once executed and delivered by both parties, the provisions of this Agreement shall constitute a legally binding agreement between the Commission and Ms. Switzer. This Agreement may not be amended by either party, except by a writing duly executed and delivered by both parties hereto.

8. Ms. Switzer waives any and all legal rights to challenge this final action and disposition in court, including, without limitation, commencing a CPLR Article 78 proceeding against the Commission, any State officer or employee or any public body based upon this matter.

Julie Switzer  
Date: 2-8-11

Commission on Public Integrity by  
Barry Ginsberg.  
Executive Director and General Counsel  
Date: 2-16-11