

STATE OF NEW YORK
COMMISSION ON PUBLIC INTEGRITY

540 Broadway
Albany, New York 12207

IN THE MATTER OF MARIE G. DIMICCO,
A FORMER PHARMACY SUPERVISOR AT
WESTCHESTER COUNTY HEALTHCARE CORPORATION

DISPOSITION AGREEMENT

1. This Agreement between the New York State Commission on Public Integrity ("Commission") and Marie G. DiMicco ("DiMicco"), a former pharmacy supervisor at Westchester County Healthcare Corporation ("WCHC"), shall be considered the final disposition of the alleged violation of Public Officers Law § 73(8)(a) described in the Notice of Reasonable Cause ("NORC") issued in this matter on February 18, 2009, and attached hereto.
2. In consideration of the Commission's agreement not to proceed further with enforcement proceedings, DiMicco admits to violating Public Officers Law § 73(8)(a) as set forth in the NORC, and agrees to pay twenty-five thousand dollars (\$25,000.00) to the Commission within one hundred and eighty (180) days following the 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. DiMicco will, in all respects, abide by the terms of Public Officers Law § 73(8)(a).
4. Neither DiMicco nor her agent will issue any public statement directly or indirectly denying the factual allegations in the NORC or creating the impression that the NORC is without factual basis.
5. This Agreement is not confidential, and that the Commission will make public the Agreement and its terms pursuant to Executive Law § 94(17)(a)(5).
6. If payment in full is not received within one hundred and eighty days (180) from the execution hereof, or if DiMicco 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 twenty-five thousand dollars (\$25,000.00) 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 DiMicco. This Agreement may not be amended by either party, except by a writing duly executed and delivered by both parties hereto.
8. DiMicco waives any and all legal rights she may have 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.

- 9. This Agreement shall be construed pursuant to the laws of the State of New York and any action to enforce its terms shall proceed in Albany, New York.



Marie G. DiMicco

Date: 4-21-09

Commission on Public Integrity



by: Herbert Teitelbaum, Executive Director

Date: 5/4/09