

# **County of Albany**

Harold L. Joyce  
Albany County Office Building  
112 State Street - Albany, NY 12207



## **Meeting Agenda**

**Thursday, August 26, 2021**

**6:00 PM**

**Harold L. Joyce Albany County Office Building  
Cahill Room, 1st Floor**

### **Personnel Committee**

**PREVIOUS BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES

**CURRENT BUSINESS:**

2. AUTHORIZING A CONTRACT AND CONFIRMING THE APPOINTMENT OF THE DIRECTOR OF THE DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES

# **County of Albany**

*Harold L. Joyce  
Albany County Office Building  
112 State Street - Albany, NY 12207*



## **Meeting Minutes**

**Thursday, July 29, 2021**

**6:00 PM**

**Harold L. Joyce Albany County Office Building  
Room 730**

## **Personnel Committee**

**PREVIOUS BUSINESS:**

**Present:** Legislator Gilbert F. Ethier, Legislator Jeffrey D. Kuhn, Dustin M. Reidy, Sean E. Ward and Lynne Lekakis

**Excused:** Raymond F. Joyce, Merton D. Simpson, Mark E. Grimm and Todd A. Drake

**1. APPROVING PREVIOUS MEETING MINUTES**

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

**CURRENT BUSINESS:**

**2. AUTHORIZING THE ALBANY COUNTY SHERIFF TO CONSIDER OUT-OF-COUNTY APPLICANTS FOR THE POSITIONS OF FULL-TIME AND PART-TIME PARAMEDICS AND FULL-TIME AND PART-TIME EMERGENCY MEDICAL TECHNICIANS FOR THE COUNTY'S ADVANCED LIFE SUPPORT AND EMT PROGRAMS**

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

**3. AUTHORIZING THE DEPARTMENT OF HEALTH TO CONSIDER OUT-OF-COUNTY APPLICANTS FOR THE POSITION OF ASSISTANT DIRECTOR OF ENVIRONMENTAL HEALTH**

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
OFFICE OF THE EXECUTIVE  
112 STATE STREET, ROOM 1200  
ALBANY, NEW YORK 12207-2021  
(518) 447-7040 - FAX (518) 447-5589  
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.  
DEPUTY COUNTY EXECUTIVE

August 3, 2021

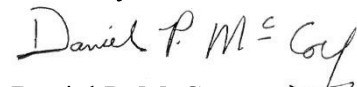
Honorable Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Room 710  
Albany, New York 12207

Dear Chairman Joyce:

The County Executive's Office is seeking approval from the Legislature to appoint Larry I. Slatky to the position of Director of the Albany County Residential Health Care Facility as well as approve his contract. The attached resume and contract is included for your review.

If you should have any questions, please do not hesitate to contact me.

Sincerely

  
Daniel P. McCoy  
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel



# County of Albany

Harold L. Joyce  
Albany County Office  
Building  
112 State Street - Albany,  
NY 12207

## Legislation Text

**File #:** TMP-2634, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

**Description (e.g., Contract Authorization for Information Services):**

Appointment of Director of the Albany County Residential Health Care Facility

Date:	July 27, 2021
Submitted By:	Mike McLaughlin
Department:	County Executive's Office
Title:	Director of Policy and Research
Phone:	518-447-7040
Department Rep.	
Attending Meeting:	Larry Slatky

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):  
Larry Slatky

Additional Parties (Names/addresses):  
NA

Amount/Raise Schedule/Fee: \$1,050,000  
Scope of Services: Administration of the Albany County Nursing Home

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

**County Budget Accounts:**

Revenue Account and Line: Click or tap here to enter text.  
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: NH6020 11315  
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: Click or tap here to enter text.  
County: 100%  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.  
Length of Contract: 36 Months

Impact on Pending Litigation

If yes, explain: Yes  No   
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

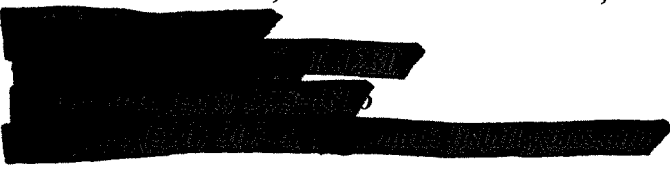
Resolution/Law Number: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

The County Executive's Office is seeking approval from the Legislature to appoint Larry I. Slatky to the position of Director of the Albany County Residential Health Care Facility as well as approve his contract. The attached resume and contract is included for your review.



**LARRY I. SLATKY, CERTIFIED MASTER, F.A.C.H.C.A.**



**HEALTH CARE ADMINISTRATOR**, specializing in nursing home and hospital operations, efficiencies and opportunities of health care settings, union negotiations and enforcement, turnaround specialist in health care facilities and a complete understanding of the proprietary, not-for-profit and government operations.

**Employment Record**

**2014- Present SHAKER PLACE REHABILITATION & NURSING CENTER, Executive Director**

Retained to the Executive Director and Administrator of Record of the Albany County Nursing Home Department of Residential Health Care Facilities, a 250 bed skilled nursing facility. During the first four years we have reduced our deficit by fifteen million dollars, stabilized the management of the daily operation, worked with the Albany County Legislature and County Executive in receiving approval from the NYSDOH of seventy million dollars to renovate our existing nursing home and add 125 new replacement beds, successfully negotiated our three labor union contracts, participated in the DSRIP program, created educational alliances with SCCC, BOCES, Sage College, Mildred Elley and Siena College, created quality of care programming to reduce deficiencies and increase positive outcomes and implemented an Emergency Preparedness Program partnering with local agencies.

**2009 – 2014 NuHEALTH SYSTEM, East Meadow, NY EXECUTIVE VICE PRESIDENT OF OPERATIONS**

NuHealth System is a \$560 million annual revenue public benefit corporation consisting of the Nassau University Medical Center in East Meadow, the A. Holly Patterson Extended Care Facility in Uniondale and several family health centers located throughout Nassau County. Responsible for all operations of corporation including, capital budget and projects, all support services, labor management, corporate budget governance, contract liaison to the Board of Directors, Deferred Comp Board Member and direct pharmacy, radiology, procurement and laboratory departments.

**2001- 2009 A. HOLLY PATTERSON ECF, Uniondale, New York (A subsidiary of NuHealth System) SENIOR VICE PRESIDENT / ADMINISTRATOR**

Retained to provide administrative consultation to the Vice-President of Long Term Care Operations. Reviewed and evaluated staffing patterns, taught regulatory compliance, participated with the Certificate of Need process and architectural planning, conducted surveillance survey's throughout the facility, participated at the Board of Director's level to assist with understanding the facilities needs and eliminating departments and services that created a more efficient operation and that was financially beneficial to the budget, eliminating a 12 million dollar deficient in 2007 and increased revenue over expenses in 2008 by 16 million dollars. Through the consultant position was

hired as the AOR and have organized the day to day operation, maintained compliant NYSDOH and Joint Commission survey's, improved operational efficiencies creating a management run facility and created structure of commitment and quality to assure quality of life and care for our residents population, families and staff.

**1986-  
2005**      **WATERVIEW NURSING CARE CENTER, Flushing, New York**  
**ADMINISTRATOR - OWNER**

Through the receivership process of New York State, took over this 200 bed RHCF in 1986. Took a failing long-term care facility and upgraded every aspect of care and operation to one of the city's best facilities. Have created new and innovative health care programs, which have permitted hospitals to discharge residents who normally would have long hospital stays.

- \* Established facility in 1989 with new ownership.
- \* Maintained the facility virtually deficiency free.
- \* Have specialized in the care of young LTC residents with MS, ALS, MD, Head Trauma and Accident Victims.
- \* Created one of the best RHCF professional staff care givers with no turnover through good management.

**1984-  
1986**      **HILLSIDE MANOR HEALTH RELATED FACILITY, Jamaica Estates, New York**  
**ADMINISTRATOR**

Supervised the activities of over 300 staff and professionals, which encompassed 12 Department Heads. Directed all day-to-day operations, including the development and implementation of substantial annual budget, served as union liaison, comprised all facility policies and procedures, wrote all health service contracts and recruited and

- evaluated all prospective staff for this 400 bed, quality long-term care nursing facility.
- \* Organized and stabilized administrative personnel resulting in longer tenure with facility and reduced turnover rate.
- \* Established open channels of communications with respect to all levels of personnel and was instrumental in reinforcing labor management relations.
- \* Tightened controls on adherence to various Federal and State regulations which culminated in perfect survey.
- \* Created in-service Health Education Program for upper and middle management and staff which has upgraded levels of professionalism.
- \* Successful in maintaining high standards of operation while adherent to budget guidelines.

**ADMINISTRATOR - HILLSIDE MANOR HRF (1976-1977)**

Performed similar functions as above with strong emphasis on State regulations, staff inservice, organization and union arbitration.

1983-  
1984

**B.S. POLLAK HOSPITAL, Jersey City, New Jersey**  
**ADMINISTRATOR – ASSISTANT SUPERINTENDENT**

Worked closely with the Director of Health and Social Services Hudson County in all areas of operation at this 596 bed licensed health care facility. Supervised fifteen departments with a staff of over 650. Facility was operating at 100 percent self sufficiency with in-house Medical staff, X-Ray, Laboratory and Pharmacy.

- \* Instituted an administrative staff within County guidelines, resulting in the amelioration of numerous deficiencies and the upgrading of administrative and management levels.
- \* Met with Government Officials, Civil Service and Hudson County Board of Directors and created a harmonious relationship which eliminated a past of hostel environment.
- \* Following two months of tenure with facility, successfully re-opened admissions after a two-year hiatus in operation (Re-survey showed no deficiencies).
- \* Maintained a neutral political climate and placed health and patient care as primary focus in this government owned facility.

1977-  
1983

**GARDEN STATE HEALTH CARE FACILITY, East Orange, New Jersey**  
**ADMINISTRATOR**

From inception, assisted in the licensing and start-up of this 100 client out-patient medical care center as addendum to the existing 228 bed skilled nursing facility.

- \* After thorough evaluations, completely revamped administrative structure and recruited new management to assure goals. After second year of service, no deficiencies were surveyed for the following three years.
- \* Was directly responsible for design and adherence to annual budget (excess of seven million dollars).
- \* Negotiated directly with union regarding contracts.

1974-  
1976

**TIBBETS HEALTH CARE FACILITY, White Plains, New York**  
**ADMINISTRATOR**

Brought on board to bring entire facility to on-line status, from construction details to State approval for operation. Hired and trained all new personnel, initiated policies and procedures and met all guidelines for the opening of facility. Was responsible for meeting ownership criteria for mortgage commitment by bank.

1972-  
1974

**FAR ROCKAWAY NURSING HOME, QUEENS, NEW YORK**  
**ADMINISTRATOR**

Commenced my administrator career in this 100 bed facility with 90 staff members and changed the culture from the previous administration to current trends in health care. This facility was traditionally having difficulty with the City Department of Health survey process and could not meet budgetary requirements. Within one year we maintained the best reputation for a nursing home in our area and performed within budget. Note: Park View Nursing Home and Far Rockaway Nursing Home same Ownership.

- 1968-1972**      **PARK VIEW NURSING HOME, Riverdale, New York**  
**ASSISTANT ADMINISTRATOR – BOOKKEEPER – MAINTENANCE**
- As entry into Health Care Field, became familiar with all aspects of operations, specifically within accounting, personnel, payroll and medical benefits and regulations.
- Education**      New York Institute of Technology, New York, N.Y. (1968-1970)  
 Columbia University, New York, N.Y.  
 100-hour course in The Administration of Nursing Homes and Extended Care Facilities (1971)  
 Continuing Education - Over 5000 hours since licensure in 1971
- Licenses**      State of New York Department of Health - N.H.A.L. #01369 (1971-Present)  
 State of New Jersey Department of Health - N.H.A.L. #00543 (1972-Present)
- Memberships**      AMERICAN COLLEGE OF HEALTH CARE ADMINISTRATORS:  
 National Chair (2006 – 2008) Past National Chair (2008- 2010)  
 Chair of the Academy of Long Term Care Leadership and Development (2008-2010)  
 Secretary/Treasurer-National (2004-2006) (2010-2012)  
 National Director and Board Member and Fundraising Committee (2002-2004);  
 Past Governor, Region II (N.Y., N.J., Puerto Rico and Virgin Islands)  
 Certified Master& Fellow of ACHCA; Current Chair of the New York Chapter  
 Communications and Convention; Active Past President - N.Y. Chapter;  
 Past National Education Chairman  
 Past President of A.C.H.C.A. Foundation (National non-profit arm) (1985-1988)
- AMERICAN COLLEGE OF HEALTH CARE EXECUTIVES - ASSOCIATE  
 AMERICAN ACADEMY OF MEDICAL ADMINISTRATORS - FELLOW  
 NATIONAL GERIATRICS SOCIETY - DIPLOMAT STATUS  
 NEW YORK SOCIETY OF ARCHITECTS - PROFESSIONAL AFFILIATE  
 NEW YORK STATE HEALTH FACILITIES ASSOCIATION – MEMBER, CURRENT  
 SECRETARY OF DISTRICT 12 & EDUCATION CHAIR  
 JOINT COMMISSION – LONG TERM CARE/ASSISTED LIVING PROFESSIONAL  
 AND TECHNICAL ADVISORY COMMITTEE (PTAC) MEMBER-(2008-2013)
- Awards**      American College of Health Care Administrators Administrator of the Year (2013)  
 Ross Laboratories Distinguished Service Award (1984) & (2011)  
 American College of Health Care Administrators' Chair Award (2000) & (2010)  
 New York Chapter ACHCA President's Award (2003)  
 Long Island Business News Life Time Achievement Award (2008)
- Affiliations**      Approved New York State Receiver  
 Vice-President DeWitt Clinton Alumni, Bronx, New York (Past)  
 New York Giants - Giants coaching staff and served as game photographer (1974-1988)  
 Epilepsy Foundation of Long Island-Chair 50<sup>th</sup> Anniversary & Leadership Award (2010)  
 Patron - Boy Scouts of America  
 Past President - Healthcare Executives Club / ACHE  
 Treasurer – 1 in 9: The Long Island Breast Cancer Action Coalition  
 Member of the Epilepsy Foundation of Long Island Dinner and Golf Committee  
 Associate's Committee Member – MS Society New York City Chapter  
 President's Council - James Beard Foundation – New York City  
 Kentucky Colonel – Commonwealth of Kentucky  
 Board Member - Epilepsy Foundation of Long Island (2011-present)

**EMPLOYMENT AGREEMENT**

**BETWEEN THE COUNTY OF ALBANY  
AND  
LARRY I. SLATKY  
FOR THE POSITION OF EXECUTIVE DIRECTOR  
OF THE ALBANY COUNTY NURSING HOME**

**Pursuant to Resolution No. 262 of 2018**

This Employment Agreement (the "Agreement") is made by and between the County of Albany (referred to herein as the "County"), a New York municipal corporation with an address at 112 State Street, Albany, New York 12207 and licensed to operate a nursing home in New York State known as the Albany County Nursing Home, located at 780 Albany Shaker Road, Albany, New York 12211 (referred to herein as the "Facility"), and Larry I. Slatky, (herein referred to as the "Employee"), an individual residing at 428 Ridgehill Road, Schenectady, New York 12303.

WHEREAS, the County desires to employ Employee upon the terms and conditions hereinafter set forth; and

WHEREAS, the Employee is willing to accept such employment; and

NOW THEREFORE, in consideration of the mutual promises, benefits, and covenants herein contained, County and Employee hereby agree as follows:

1. Effective Date; Term.

1.1 Effective Date—This Agreement is effective October 1, 2018.

1.2 Effective Term—The County employs Employee, and Employee accepts such employment for a three (3) year term, commencing October 1, 2018 ("Commencement Date) and ending on September 30, 2021 (the "Term").

2. Scope of Employment.

2.1 Position and Duties—During the term of this Agreement, Employee agrees to serve as the Executive Director of the Facility (Administrator of Record) performing the duties customarily expected of a person in that position. Employee's duties as Executive Director shall include but not be limited to the following:

- (i) Be readily accessible to residents and staff for consultations;
- (ii) Consult with the Resident Council in addressing the need to seek compromises between conflicting resident and staff interests and needs;
- (iii) Require professional and respectful behavior on the part of the staff towards the residents;

- (iv) Seek to involve staff at all levels in developing and implementing an interdisciplinary approach to resident services, in order to better serve the individual and group interests of residents;
- (v) Report to the Albany County Legislature and County Executive at regular intervals;
- (vi) Implement the policies of the Facility and the County by making operational decisions, including but not limited to: general supervision, employing and discharging of staff, programming, and where appropriate, integrating the services of the Facility with the community's health resources;
- (vii) Assure the Facility Residents' Council: (a) Meets as often as the membership deems necessary; (b) is directed by the residents and is chaired by a resident or another person elected by the membership; (c) may meet with any member of the supervisory staff provided that reasonable notice of the council's request is given to such staff;
- (viii) Assign a staff person in consultation with the Resident Council, acceptable to such council, to act as advisor or coordinator, to facilitate the council in holding regular meetings and to assist members in carrying out council activities, including obtaining necessary information to become informed of Facility policies, exploring the solutions to problems, and conveying to the Executive Director issues and suggestions which require administrative action;
- (ix) Assure that any complaints, problems, or issues reported by the council to the designated staff person or administration are investigated; and that a written report addressing the problem, issues, or suggestions is sent to the council when appropriate or when requested by the County Executive or the County Legislature;
- (x) Oversee all negotiations with the union representing the employees of the Facility, including, but not limited to negotiations involving the collective bargaining agreement, and labor/management issues that may arise;
- (xi) Oversee the development and maintenance of the Facility's budget in consultation with Albany County staff and have sole discretion as to the environmental needs for the Facility and residents including equipment and supplies to serve the residents within the amount appropriated by the Legislature and in accordance with the purchasing policies of the County; and
- (xii) Provide all other services customarily provided by an Executive Director of a skilled nursing facility in the State of New York; and
- (xiii) Establish residency (i.e., domicile) in Albany County within ninety (90) days of the execution of this Agreement and maintain residency in Albany County throughout the Term of this Agreement as a condition of employment with the County.

2.2 Exclusive Efforts—Employee agrees to service County faithfully and to the best of his ability and to devote his time, attention, and efforts to the interests and business of the County and the Facility.

Employee represents and warrants to the County that he is not under any contractual commitment that prohibits or limits his employment by County that is inconsistent with his duties as set forth in this Agreement. Nothing herein shall prohibit Employee from engaging in activities that do not conflict or interfere with Employee's job duties or compliance with this Agreement. Notwithstanding any provision in this Agreement to the contrary, Employee will at all times remain in compliance with the County Code of Ethics.

2.2a Working Hours—Employee shall work the customary County workweek of thirty-five (35) hours weekly, Monday through Friday, with a one-hour lunch. The Albany County Executive, after consultation with Employee, shall have the authority to designate the regular schedule during which such hours shall customarily be worked. Employee shall be permitted to periodically adjust his working schedule to attend to necessary personal commitments, such as medical appointments or bereavement. In addition to the regular working hours set forth herein and in recognition of (a) the fact that the Facility operates on a twenty-four (24) hour, seven (7) day per week basis, and (b) the nature of the Executive Director position, Employee is expected to perform substantial work during times other than the regularly scheduled workweek, in order to satisfy his obligations under this Agreement and/or at the direction of the Albany County Executive. Employee and County both hereby represent and agree that Employee shall not be entitled to overtime, compensatory time, or any additional compensation whatsoever for hours worked beyond the regularly scheduled workweek, and that the salary set forth in Section 3 has been agreed to in full anticipation of such substantial additional working hours.

2.3 Compliance with Laws and Policies—Employee agrees at all times to strictly adhere to and perform all his duties in accordance with applicable laws, rules, codes, local laws, County resolutions, regulations and the policies, procedures, and practices of County and/or Facility in effect from time to time. However, no such policies, procedures, and practices of County and/or Facility shall be construed to provide Employee with benefits or entitlements that exceed the terms of this Agreement, unless such benefits or entitlements are required to be provided by law.

2.4 Line of Authority, Governance and Organization—The County agrees that the Employee will report directly to the County Executive. The Employee agrees to work with all Commissioners, Department Heads, and Divisions of Albany County. The Employee in carrying out his duties (2.1) will have the exclusive authority of the Facility to make day-to-day decisions provided that such decisions follow all applicable Federal, State, and County policies, procedures, rules, regulations, and mission. This provision shall not be construed to provide the Employee with authority to make employment offers; any offers of employment can only be made with the express consent of the County Executive.

3. Compensation, Benefits and Expenses.

3.1 Base Salary—Except as otherwise provided in this Agreement, during the Term of the Agreement, County shall pay to Employee an annualized salary in an amount not to exceed THREE HUNDRED AND FIFTY THOUSAND AND 00/100 (\$350,000.00) DOLLARS annually. Such salary shall be paid in equal installments in accordance with County's standard payroll practices and shall be subject to such withholding or deductions as may be mutually agreed between County and Employee or as required by law.

3.2 Fringe Benefits—During the term of this Agreement, Employee will be eligible for the following benefits:

(a) Health, Life, Dental and Disability Insurance Coverage—Excluded from plan.

(b) Retirement/Pension Plan—Although employee is eligible for the plan; the employee chooses to be excluded from the plan.

(c) Holidays, Personal Days, Sick and Vacation Days—All legal holidays, fifteen (15) vacation days, twelve (12) days for sick, personal, and/or bereavement time. These days are provided annually, are cumulative, and are not subject to any type of pay out for their non-use.

(d) Educational, Association, and Professional Development Expenses—During the Term hereof, County shall pay or shall reimburse the Employee for all reasonable travel expenses for the purpose(s) of education, training, and professional development that in his professional judgment are necessary, provided such expenses are (a) related to operation of the Facility and/or care of its residents; (b) subject to and within the amounts of any appropriations in Facility's budget for such reimbursement; and (c) permitted and in accordance with the County's Travel Policy.

3.3. Liability Insurance—The County agrees to insure Employee under its general liability policy for all acts done by him in good faith as Executive Director of the Facility throughout the Term.

4. Termination.

4.1 Termination—Employee's employment with County may be terminated by County or Employee as follows:

(a) Termination by County for "Just Cause"—County may terminate Employee for "just cause" as hereinafter defined. For the purposes herein, "Just Cause" shall mean:

- (i) Employee engaging in acts and/or being convicted of a crime involving acts of moral turpitude, theft involving misappropriation of funds, or unlawful business conduct;
- (ii) Employee committing intentional acts or omissions or fraudulent acts that cause material injury to the property, business, or reputation of County and/or Facility;
- (iii) Employee's loss or suspension of any professional license;
- (iv) The Employee's death or disability. Disability shall be defined as the Employee's, in the judgment of an independent third-party physician chosen by County, inability to (1) substantially perform the material requirements of his position pursuant to the provisions of this Agreement or (2) carry out his obligations under this Agreement for a period in excess of ninety (90) consecutive days or any one hundred and twenty(120) or more days during any three hundred sixty five (365) day period. The Employee agrees to fully



cooperate with any such physician chosen by County to make such a determination; or

- (v) Employee's violation of any material provision of this Agreement which violation is not cured within ten (10) business days after Employee receives notice of such violation from the County.
- (vi) Just Cause does not include any act or omission reasonably believed by the Employee, in good faith, to have been in the best interests of County or the Facility.

4.2 Effect of Termination—In the event Employee is terminated by County pursuant to paragraph 4.1, the County shall pay nothing more under this contract and have no further obligation to pay the Employee.

4.3 Termination of Employee for Just Cause—The Employee may terminate this Agreement for Just Cause by written notice to the County stating with specificity the details of the Just Cause. Any notice for Just Cause shall be given within ninety (90) days of the occurrence of the triggering event. "Just Cause" shall mean:

- i. A material change in Employee's duties, responsibility or authority such that Employee is no longer in a similar administrative management position, which change is not cured within thirty (30) business days of the giving of written notice thereof to County;
- ii. Any material breach by the County of this Agreement, which is not cured within thirty (30) days of the giving of written notice thereof to the County; or
- iii. The County has taken a course of action that would be in material violation of any State or Federal law wherein such violation could incur punishment of imprisonment, a fine or loss of or restriction of a professional license, which is not cured within thirty (30) days of the giving of written notice thereof to the County. Just Cause under this paragraph does not include any act or omission reasonably believed by County, in good faith, to have been in the best interests of the Facility and its residents. Employee agrees to provide the County with no less than sixty (60) days written notice prior to the intended date of such termination. If termination is exercised pursuant to this Clause, the obligation to pay the Employee his salary survives and the County shall to continue Employee's salary until the term of the contract expires.

## 5. Confidentiality.

5.1 Nondisclosure and Nonuse of Confidential Information—Employee shall not disclose or use at any time, either during his employment with County or thereafter, any Confidential Information (as defined below) of which Employee is or becomes aware, whether or not such information is developed by him, except to the extent that such disclosure or use is directly related to and required by Employee's performance of duties assigned to Employee by the governing board of Facility or is required by law. Employee shall take all appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, loss, and theft. As used in this Agreement, the term

**“Confidential Information”** means information that is not generally known to the public and that is used, developed, or obtained by County in connection with its business, including but not limited to: (a) patient or customer lists; (b) medical records or information; (c) business plans; (d) operating plans; (e) fees, costs, and pricing structures; (f) marketing plans; (g) bid strategies and proposals; (h) computer software, including operating systems, applications and program listings; (i) Commercial models and reports; (j) operating data and budgets; (k) wage and salary rates; (l) pricing strategies and information; (m) terms of agreement with suppliers, with sources of support or reimbursement, with patients or customer, and with others; (n) donor and funding information; (o) flow charts, manuals, and documentation; (p) data bases; (q) accounting and business methods; (r) inventions, devices, new developments, methods, and processes, whether patentable or unpatentable and whether or not reduce to practice; (s) copyrightable works; (t) all technology and trade secrets; (u) information pertaining to future developments, such as, but not limited to, research and development and strategic plans; and (v) all similar and related information in whatever form. Notwithstanding the forgoing **“Confidential Information”** shall not include any information: (1) known to Employee prior to his affiliation with County; (2) of which Employee learn from sources other than County; or (3) which is published in a form generally available to the public prior to the date Employee proposes to or does disclose or use such information. Information shall not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material portions thereof have been published.

5.2 Delivery of Materials upon Termination of Employment—As requested by County from time to time and upon the termination of Employee’s employment with County for any reason, Employee shall promptly deliver to County all copies and embodiments, in whatever form, of all County property, including all Confidential Information in Employee’s possession or within his control (including, but not limited to, written records, notes, photographs, manuals, notebooks, documentation, program listing, flow charts, magnetic media, disks, diskettes, tapes and all other materials containing any Confidential Information or Intellectual Property) irrespective of the location or form of such material and, in requested by County, shall provide County with written confirmation that all such materials have been delivered to County. As requested by County from time to time and upon the termination of Employee’s employment with County for any reason, Employee shall promptly delivery to County all County property of any kind which may be in the Employee’s possession or control, including but not limited to any: credit cards, telephone calling cards, cellular telephones, pagers, personal digital assistants, computers, printers and other computer equipment or accessories, keys, access cards, identification cards, files, documents, and data, regardless of whether such information is stored electronically or in paper form.

## 6. Miscellaneous

6.1 Entire Agreement; Amendments and Waivers—This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. No provision of this Agreement may be amended, supplemented, changed, or waived, except by a written instrument making specific reference to this Agreement and signed by both parties. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right,

power, or remedy by such party preclude any other further exercise thereof of the exercise of any other right, power, or remedy.

6.2 Governing Law—This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without reference to its principles of conflicts of law. Any proceeding or action brought concerning any subject matter of this Agreement or to enforce any provision of this Agreement shall be venued in Albany County Supreme Court.

6.3 Notices—All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be delivered personally, by certified mail, return receipt requested deposited with U.S. Postal Service, postage pre-paid or sent by recognized overnight commercial courier (*e.g.*, Federal Express) addressed to the address set forth in the preamble to this Agreement to such other address which such party shall have given to the other party for such purpose by notice hereunder. If delivered personally, such notice shall be deemed to be given when delivered to the intended recipient. If delivered by certified mail, such notice shall be deemed to be given two (2) days after having been deposited with U.S. Postal Service. If delivered by recognized commercial carrier, such notice shall be deemed given one (1) day after having been delivered to a recognized commercial carrier for overnight delivery.

6.4 Captions—The headings used in this Agreement are intended for reference purposes only and shall not control or affect in any manner the meaning or interpretation of any of the provisions of this Agreement.

6.5 Severability—The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, unless the omission of such invalid or unenforceable provision substantially impairs the benefit of the remaining portions of this Agreement to either party. All provisions of this Agreement shall be enforced to the full extent permitted by law.

6.6 Interpretation—The parties acknowledge and agree that: (a) each party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto, regardless of which party was generally responsible for the preparation of this Agreement.

6.7 Counterparts and PDF/Facsimile Signatures—This Agreement may be executed in any number of copies, each of which shall be deemed an original, and all of which together will be deemed one and the same instrument. A PDF or facsimile signature to this Agreement shall be deemed an original signature to this Agreement.

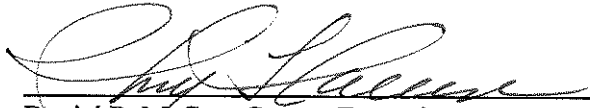
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first signed below.

**EMPLOYEE**

  
\_\_\_\_\_  
Larry I. Slatky

July 16, 2018  
Date

**COUNTY OF ALBANY**

  
\_\_\_\_\_  
Daniel P. McCoy, County Executive or  
Philip F. Calderone, Deputy County Executive

8/3/18  
Date

STATE OF NEW YORK     )  
COUNTY OF ALBANY     ) SS.:

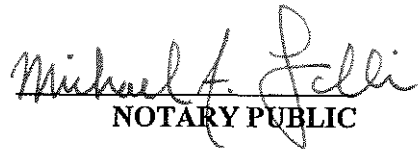
On the \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK     )  
COUNTY OF ALBANY     ) SS.:

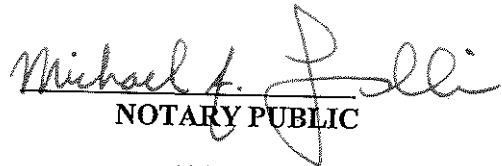
On the 3 day of August, 2018, before me, the undersigned, personally appeared Philip F. Calderone, Esq. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MICHAEL A. LALLI  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 01LA6322012  
Qualified in Albany County  
My Commission Expires March 30, 2019

  
NOTARY PUBLIC

STATE OF NEW YORK     )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the 16 day of July, 2018, before me, the undersigned, personally appeared Larry Slattky personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
NOTARY PUBLIC

MICHAEL A. LALLI  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 01LA6322012  
Qualified in Albany County  
My Commission Expires March 30, 2019