



Department of Emergency Services

Memorandum

39180

DATE: March 12, 2014

TO: Board of Acquisition and Contract

FROM: John M. Cullen
Commissioner of Emergency Services

RE: Authorization for the County of Westchester (the “County”) to enter into new agreements with Montefiore New Rochelle Hospital Inc. and Montefiore Mount Vernon Hospital Inc. (formerly Sound Shore Medical Center and Mount Vernon Hospital, respectively) for the period November 6, 2013 through November 28, 2015, at no cost, with a mutual right to terminate the agreements upon thirty (30) Days prior written notice, and the County, in its sole discretion, having the Option to renew the agreements for a subsequent five (5) year term

On April 8, 2010, your Honorable Board approved a resolution authorizing the County, acting by and through its Department of Emergency Services (the “Department”), to enter into agreements with ten (10) hospitals that receive patients from the 911 system (the “Hospitals”) including Sound Shore Hospital and Mount Vernon Hospital where the County would provide each Hospital with radiation detection equipment in order to detect radiological contamination, monitor patients and staff and to prepare for, respond to and mitigate the effect of a radiological event. The Hospitals would use and operate the equipment, at no charge, in and around the Hospital and also during training, drills and exercises that it sponsors or in which it participates. The radiation equipment was obtained using grant funds awarded to the County by the New York State Office of Homeland Security to be used to prevent, deter, respond to, and recover from threats or acts of terrorism involving the use of radiological or nuclear weapons, as well as those from improvised explosive devices containing radiological sources. Agreements were subsequently executed including agreements with Sound Shore Medical Center and Mount Vernon Hospital for the period November 29, 2010, and terminating on November 28, 2015, at no cost, with the County, in its sole discretion, having the option to renew the agreements for an additional five (5) year term with a mutual right to terminate upon thirty (30) days written notice.

Sound Shore Medical Center and Mount Vernon Hospital at that time were legal operating entities of the Sound Shore Health System, Inc. (“Sound Shore”). The County has been advised that Sound Shore filed a bankruptcy petition under Chapter 11 of Title 11 of the United

States Bankruptcy Code. Subsequently, Montefiore Medical Center (“Montefiore”) purchased the assets of Sound Shore and the bankruptcy/reorganization and transfer of assets to Montefiore became effective as of November 6, 2013. Montefiore has established Montefiore New Rochelle Hospital Inc. and Montefiore Mount Vernon Hospital Inc. as new legal entities.

Authority is respectfully requested for the County to enter into new agreements with Montefiore New Rochelle Hospital Inc. and Montefiore Mount Vernon Hospital Inc. effective November 6, 2013 and continuing through November 28, 2015, at no cost, with a mutual right to terminate on thirty (30) days written notice, with the County, in its sole discretion, having an option to renew the agreements, upon the same terms and conditions, for a subsequent five (5) year term. Upon expiration or termination, the radiation detection equipment will be returned to the County in good, working order, subject to ordinary wear and tear.

The goals and objectives of these agreements will continue to be to provide an enhanced ability to screen, detect and monitor radiation contamination on patients, visitors and staff entering these hospitals, for the protection of the citizens of the County.

These agreements are in the best interests of the public in that if a patient, visitor or staff member were to enter these hospitals with radioactive contamination, the resulting contamination could close the emergency department or the entire institution until it could be completely decontaminated, monitored and declared “clean”. These agreements will serve to give Montefiore New Rochelle Hospital Inc. and Mount Vernon Hospital Inc. the continued ability to monitor persons entering the buildings and to monitor the facilities as was the case with Sound Shore.

The Department will continue to review and monitor the effectiveness of this program at the facilities.

Your Honorable Board’s approval of the annexed Resolution authorizing the County to enter into agreements with Montefiore New Rochelle Hospital Inc. and Montefiore Mount Vernon Hospital Inc. is respectfully requested.

JC/lac
Attachment

RESOLUTION

Upon a communication from the Commissioner of Emergency Services, be it hereby

RESOLVED, that the County of Westchester (the "County"), acting by and through its Department of Emergency Services (the "Department") is authorized to enter into agreements with Montefiore New Rochelle Hospital Inc. and Montefiore Mount Vernon Hospital Inc. (formerly part of the Sound Shore Health System) (the "Agreements") where the County will provide Montefiore New Rochelle Hospital Inc. and Montefiore Mount Vernon Hospital Inc. with radiation detection equipment in order to detect radiological contamination, monitor patients and staff and prepare for, respond to and mitigate the effect of a radiological event. Montefiore New Rochelle Hospital Inc. and Montefiore Mount Vernon Hospital Inc. shall use and operate the equipment, at no charge, in and around their facilities and also during training, drills and exercises that they sponsor or in which they participate; and be it further

RESOLVED, that the Agreements shall commence on November 6, 2013 and shall continue until November 28, 2015, with a mutual right to terminate upon thirty (30) days written notice and upon termination or expiration, the equipment shall be returned to the County in good working order, subject to ordinary wear and tear; and be it further

RESOLVED, that the County shall have an option to renew the Agreements, upon the same terms and conditions, for a subsequent five (5) year term; and be it further

RESOLVED, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
					N/A

Budget Funding Year(s) _____ Start Date __11/6/2013__ End Date __11/28/2015__

(must match resolution)

Funding Source

Tax Dollars _____

State Aid _____

Federal Aid _____

Other _____

\$ N/A

(must match resolution)