STEUBEN COUNTY

EMS

MUTUAL AID PLAN

Adopted 01/28/2013
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1. Purpose:
The purpose of this medical mutual aid plan and its appendices, is to establish basic operating procedures and an agreement between services that provide Emergency Medical Service (EMS) in Steuben County. This document represents a reciprocal assistance agreement in which personnel and equipment will assist other EMS agencies in the delivery of emergency medical care within Steuben County during normal operations as well as during disaster operations.

2. Scope:
All Emergency Medical Service Agencies in Steuben County share a common goal of providing patients with quality care. This plan is designed to allocate resources and provide patients with efficient and time sensitive services. The proper medical care for the sick and injured is the primary scope of this plan.

3. Intent:
This plan is intended to be applicable to the following situations:

I. Volume of emergency calls in excess of what is normally experienced, and exceeding the capability of the primary EMS agency to effectively respond.

II. Temporary shortage of resources on the part of a primary EMS agency rendering it temporarily incapable of effectively responding to an emergency call.

III. Temporary shortages in human resources on the part of a primary EMS agency, as may occur at certain times of the day or days of the week. Request must be made with intent of having the closest available EMS unit with the appropriate level of care respond to a patient’s medical needs.

This plan is applicable to emergency incidents as described in the above section of this document. This may not be activated for the purpose of providing scheduled, routine or other non-emergency services. Normal day to day operations are not affected by this plan.

4. Legal Authority:
The authority for development of this plan comes from the several sections of law.

   I. Public Health Law-Article 30, Section 3001(20)
   II. County Law Article 5, Section 223-b
   III. Executive Law, Article 2B
   IV. General Municipal Law, Section 209b (3-a)
   V. NYS Bureau of EMS Policy 89-02, 95-04, 12-06

5. Participation
Any EMS agency may participate in the mutual aid agreement by approving the contents of this agreement and approving the appropriate attached resolution.

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All participants must understand they are expected to contribute their resources, when needed, according to their availability as well as to be able to receive the resources of other participants in this plan, when needed. This does not, however, imply the expectation of equal capability among all parties. It is recognized that some will be able to contribute certain types of resources that others cannot. Nothing in this plan shall be construed to prohibit or limit participation of EMS agencies that, by virtue of their size or other limitations, can’t contribute the same type or volume of services that they may receive under this plan.

Each EMS agency participating in this plan shall retain its own internal command structure and individuality. Each participating EMS agency agrees to utilize the National Incident Management System (NIMS). All agencies shall train, or cause to be trained, all personnel to the appropriate level of NIMS training.

6. Terms

Signatories of this agreement agree to the following provisions:

I. EMS agencies should respond to EMS calls within their service area as designated in the applicable New York State EMS Operating License, and in accordance with the response requirements below.

II. EMS agencies shall adhere to the following response standard:
   a) Upon receipt of an EMS call within its service area, or in response to requested assistance to another EMS service area, the 911 Center will dispatch an appropriate EMS agency.
   b) If the initial EMS agency has not acknowledged the dispatch within three minutes of being notified, then the 911 Center shall re-activate that agency.
   c) If the dispatched EMS agency does not have a driver and EMT responding on the County’s On-line Response Software within six minutes of the initial dispatch, then they will be re-toned along with the next closest appropriate available EMS agency by the Steuben County E911 Center.
   d) If an EMS agency, who is unable to turn a crew for a call, receives another request for dispatch to a second call within a “One Hour” period, the Dispatch center will tone the Primary EMS Agency as well as, the closest appropriate available EMS agency for Mutual Aid.
   
   NOTE: An appropriate EMS unit/responder is an EMS resource that has the personnel and equipment needed to provide definitive pre-hospital care consistent with the nature of the call as determined from dispatch or on-scene information.
   
   e) An Advanced Life Support (ALS) unit shall be dispatched by the 911 Center if the Medical Priorities Protocols indicate or if requested by the responding agency.
   
   f) The 911 Center shall maintain the status of all transporting EMS agencies. This shall be accomplished by:
      a. Each transporting EMS agency reporting availability within the County’s On-line Response Software each morning by 06:00 and 18:00.
      b. Each transporting EMS agency shall inform the 911 Center of any changes in response status
   
   g) If an EMS transport is required, and the applicable EMS transporting agency is not in service, then the 911 Center shall dispatch the closest available EMS transporting unit, and perform a courtesy notification of the applicable service.
   
   h) If ALS response is required, and the applicable EMS transporting agency is not in service, or is responding with BLS capability, then the 911 Center shall dispatch the closest available ALS unit, and perform a courtesy notification of the applicable service.
   
   NOTE: Hornell Fire Department Ambulance agrees to respond only to Mutual Aid requests for an ALS call that is being transported back to St. James Hospital, Bath VA Fire
Department will not provide regular ALS services to the community. Both agencies will respond if a Multiple Casualty Incident (MCI) situation exits.

i) Cancellation of a responding EMS transporting unit can only be performed as follows:
   a. For situations where an actual illness or mechanism of injury does NOT exist, the EMS transporting unit may be cancelled by law enforcement or the first emergency responder to arrive at the scene.
   b. For situations where an actual illness or mechanism of injury does exist, the patients shall be evaluated by a currently certified Basic EMT or an EMS provider of higher certification.

III. An available unit is defined as ambulance with a driver and a certified EMS provider.
IV. BLS status means that a basic EMT is available.
V. ALS status means that an AEMT-CC or Paramedic is available.

7. Withdrawal from the plan
An EMS agency that wishes to withdraw from participation in this plan may do so by stating its intention in writing, signed by an authorized representative of that agency, and forwarding the statement of intention to the Steuben County EMS Coordinator, 3 East Pulteney Sq., Bath, NY 14810. Such a request should be submitted at least 30 days prior to the desired date of withdrawal.

Withdrawal from this plan by any EMS agency will result in the suspension of Mutual Aid assistance to that EMS agency pursuant to this plan. Such withdrawal shall remain in effect until such time that this plan is reinstated by resolution. The EMS agency shall be required to file their own plan in accordance with the NYS Department of Health Title 10, NYS Codes, Rules and Regulations, Part 800.21 (p.1 –6).

8. SELECTION OF RESPONDING RESOURCES
It is agreed that, to the maximum extent that can be reasonably determined at the time of need, the resources dispatched to a request for mutual aid assistance under this plan will be those that are defined by the local agency either at time of call or through predetermined “Box Alarms”. If none or more than one has coincident primary operating territory, the preference of the requesting primary EMS agency shall be expressed in written protocol and submitted to the Office of Emergency Services. Appropriate mutual aid resources will be considered when selecting the agency to respond.

9. INSURANCE AND LIABILITY
Each participating agency shall maintain proper and adequate insurance coverage with respect to errors and omissions, loss or damage to property, injury or death to persons including workers’ compensation coverage for its members and employees. Unless otherwise provided by law or under separate agreement, such as it is understood that liability for losses incurred while operating pursuant to this plan will remain with the agency incurring or causing the loss, and will not be transferable to any other agency as a result of this plan. Nothing in this plan can be construed as restricting or preventing the transfer of liability where it is provided for by law or under separate agreement.

Adopted 01/28/2013
10. **FINANCIAL AND RESPONSIBILITY**
EMS agencies requesting mutual aid assistance under this plan shall incur no liability for charges or fees for service from EMS agencies rendering such assistance. The assisting EMS agencies shall be entitled, at their option, to bill patients or their insurance carriers for any usual or customary charges, in exactly the same way as they would bill patients receiving their services within their own primary operating territory unless provided for under supplemental contracts.

11. **COMMUNICATIONS AND DISPATCH**
The Steuben County 911 Center shall serve as the focal point for all dispatching pursuant to this plan, and all activation’s of this plan and shall be accomplished via contact with the 911 Center or designated back up. Request for EMS resources for participating EMS agencies outside of Steuben County shall be made through the 911 Center. Communications on multi-agency MCI’s will be handled on 155.340 or other appropriate assigned Steuben County frequency.
ATTACHMENT 1-
STEUBEN COUNTY EMERGENCY MEDICAL MUTUAL AID PLAN

RESOLUTION BY FIRE COMPANY, FIRE DEPARTMENT OR AMBULANCE SERVICE
ELECTING TO PARTICIPATE IN THE STEUBEN COUNTY
EMERGENCY SERVICES EMS MUTUAL AID PLAN

__________________________________________________________________________________________ offered the following resolution and moved its adoption:

RESOLVED that_________________________________________________________________________
(name of fire company or department)
elects to participate in the Steuben County Emergency Services EMS Mutual Aid Plan, and will agree to recognize a call for assistance through the Steuben County 911 Dispatch Center and will comply with the provisions of such plan as now in force and as amended from time to time, and be it further

RESOLVED that a copy of this resolution be filed with the Steuben County Office of Emergency Services.

__________________________________________________________________________________________ seconded the resolution

Voted In Favor ____________ Opposed ____________ Abstained ____________
Carried

__________________________________________________________________________________________
(Date)

__________________________________________________________________________________________
(Officer)
ATTACHMENT 2-
STEUBEN COUNTY EMERGENCY MEDICAL MUTUAL AID PLAN

RESOLUTION BY THE MUNICIPALITY OR FIRE DISTRICT BODY
HAVING JURISDICTION OVER THE FIRE COMPANY,
FIRE DEPARTMENT OR AMBULANCE SERVICE

__________________________________________________________________________ offered the following resolution and moved its adoption:

RESOLVED that this board encourages participation by the
__________________________________________________________________________ in the Steuben County
(name of fire company, fire department or Ambulance Agency)
in the Steuben County Emergency Services EMS Mutual Aid Plan, and will agree to recognize a call for assistance through the Steuben County 911 Dispatch Center and will comply with the provisions of such plan as now in force and as amended from time to time, and be it further

RESOLVED that a copy of this resolution be filed with the Steuben County Office of Emergency Services.

__________________________________________________________________________ seconded the resolution

Voted In Favor ______________ Opposed ______________ Abstained ______________
Carried

__________________________________________________________________________
(date)

__________________________________________________________________________
(officer)

NOTE: Resolution to be adopted by the legislative body of the city, Town, Village or the board of fire commissioners or other governing board having jurisdiction over the local agency.

Adopted 01/28/2013
### ENDORSEMENT:

The following agencies have agreed to abide by the terms of this agreement:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Date</th>
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<tbody>
<tr>
<td>Addison Ambulance</td>
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<td>Avoca Ambulance</td>
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<td>Bath Volunteer Ambulance Inc.</td>
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<td>Bradford Ambulance</td>
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<td>Bath VA Fire Dept. Amb.</td>
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<td>Cameron Ambulance</td>
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<td>Canisteo Ambulance</td>
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<td>Cohocton Ambulance</td>
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<td>Fremont Ambulance</td>
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<td>Greenwood Ambulance</td>
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<td>Hammondsport Ambulance</td>
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<td>Hatch Hose (Atlanta) Ambulance</td>
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<td>Hornell City Fire Ambulance</td>
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<td>Jasper Ambulance</td>
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<td>Prattsburgh Ambulance</td>
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<tr>
<td>Pulteney Ambulance</td>
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Adopted 01/28/2013
| Rural Metro Medical Services Inc. |  |
| Troupsburg Ambulance |  |
| Tuscarora Ambulance |  |
| Wayland Ambulance |  |
| Wayne Ambulance |  |
| Woodhull Ambulance |  |