

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF
LITHUANIA AND THE GOVERNMENT OF THE REPUBLIC OF LATVIA ON THE
CROSS-BORDER COOPERATION IN THE PROVISION OF AMBULANCE
SERVICES IN THE BORDER AREA BETWEEN THE REPUBLIC OF LITHUANIA
AND THE REPUBLIC OF LATVIA**

The Government of the Republic of Lithuania and the Government of the Republic of Latvia (hereinafter referred to as “the Contracting Parties”),

recognising the need for cooperation between the two countries,

seeking to promote mutual aid in the provision of medical assistance services in the border area between the Republic of Lithuania and the Republic of Latvia and to speed up the provision of ambulance services,

considering this agreement as a framework agreement on mutual cooperation in the provision of ambulance services, and

committing themselves to further cooperation in this field, while

respecting the laws and regulations applicable within their territories and international obligations assumed by the States of the Contracting Parties,

noting that the provisions of the European Union (EU) regulations on coordination of social security systems are intact, and

acknowledging that the provisions of this Agreement shall be applicable, insofar as the border control is not introduced at the border between the Republic of Lithuania and the Republic of Latvia

have agreed on the following:

**Article 1
Scope of the Agreement**

1. This Agreement covers the principles and issues related to the cross-border cooperation in the provision of ambulance services in case of emergency in the border area.
2. This Agreement does not apply to the events of natural or human caused disasters.

**Article 2
Definitions**

The terms used in this Agreement shall mean the following:

“ambulance crew” shall mean a team of persons authorised to provide ambulance services in accordance with out-patient treatment conditions, equipped with a specialised ambulance vehicle that meets the harmonised technical and quality requirements of the EU, medicines, medical devices, personal protective equipment, rescue and safety equipment, as well as communication equipment;

“ambulance services” shall mean the out-patient health care services provided by an ambulance crew for the initial diagnosis and care in life-threatening critical conditions, and, if necessary, transportation of patients to the nearest hospital capable of providing the necessary in-patient health care in the territory of the State of the Contracting Party requesting aid, as well as the processing of emergency calls and dispatch of ambulance crews;

“border” – the Lithuanian–Latvian state border in accordance with the Agreement between the Republic of Lithuania and the Republic of Latvia on the Restoration of the State Border of 29 June 1993;

“border area” shall mean the municipal, administrative territories of the Republic of Latvia and the Republic of Lithuania adjacent to the border and located within 20 km from it, and where an ambulance crew operates;

“competent authority” shall mean the institution which, in accordance with this Agreement, is authorised by the respective Contracting Party to make direct contacts and enter into the Sub-agreements;

“case of emergency” shall mean an event that requires an immediate provision of ambulance services for person/persons in life-threatening situation;

“providers of ambulance services” shall mean legal persons who own an ambulance crew and are responsible for the provision of ambulance services;

“cooperation partners” shall mean the providers of ambulance services in the border area which could be involved by a competent authority in the provision of ambulance services if the ambulance crew which is nearest to the emergency site is out of its operational area.

Article 3

Competent Authorities and Cooperation Partners

1. The competent authority of the Republic of Lithuania is the public institution Šiauliai Ambulance Service of the Republic of Lithuania which is authorised to establish direct contacts and conclude the Sub-agreements in accordance with the terms of this Agreement, as well as to implement and supervise them. The public institution Šiauliai Ambulance Service has the right to:

- 1.1. receive and reject calls and dispatch an ambulance crew;
- 1.2. complete performance of actions related to ambulance services on site;
- 1.3. establish a territory of activities for individual ambulance crews;
- 1.4. organise and coordinate technical precision of reports;
- 1.5. compile medical records of the provided ambulance services;
- 1.6. intensify and improve communication, organise and provide cross-border ambulance services, as well as prepare joint training;
- 1.7. forward the calls received from the competent authority requesting aid to cooperation partners and receive from cooperation partners information necessary for the competent authority requesting aid.

2. The competent authority of the Republic of Latvia is the State Emergency Medical Service of the Republic of Latvia which is authorised to establish direct contacts and conclude the Sub-agreements in accordance with the terms of this Agreement, as well as to implement and supervise them. The State Emergency Medical Service of the Republic of Latvia has the right to:

- 2.1. receive and reject calls and dispatch an ambulance crew;
- 2.2. complete performance of actions related to ambulance services on site;
- 2.3. establish a territory of activities for individual ambulance crews;
- 2.4. organise and coordinate technical precision of reports;
- 2.5. compile medical records of the provided ambulance services;
- 2.6. intensify and improve communication, organise and provide cross-border ambulance services, as well as prepare joint training;
- 2.7. perform quality and safety assessment and control of the provided ambulance services.

3. The cooperation partners of the Republic of Lithuania are:

- 3.1. the public institution Klaipėdos Ambulance Service;
- 3.2. the public institution Panevėžys Ambulance Service;
- 3.3. the public institution Vilnius Ambulance Service.

4. The competent authorities and cooperation partners shall conclude the Sub-agreement which specifies exact procedures of requesting and providing aid, including the processing and forwarding of emergency calls received from the border area. The Sub-agreement shall be signed within three months after the entering into force of this Agreement.

Article 4

Persons Authorised to Provide Ambulance Services

1. Rights, obligations and responsibilities of the providers of ambulance services are established by their national laws and regulations regulating the organisation of activities and provision of the ambulance services.
2. Persons providing ambulance services in accordance with this Agreement are not obliged to register or inform in advance on their intentions to provide ambulance crew services and to be authorised to act in the territory of the State of the other Contracting Party. Moreover, these persons are exempt from the membership in trade unions of the other Contracting Party. The competent authorities ensure that ambulance crews are entitled to provide out-patient health care services and are equipped in accordance with the national laws and regulations of their States. This requirement also has to apply to the provision of an ambulance service in the territory of the State of the other Contracting Party in accordance with this Agreement.
3. Persons providing ambulance services in accordance with this Agreement shall act in accordance with their professional qualification.

Article 5

Provision of Ambulance Services

1. For the purpose of this Agreement, both in the Republic of Lithuania and the Republic of Latvia, the provision of ambulance services commences with the processing of emergency call and the dispatch of an ambulance crew and terminates when the ambulance crew reaches the base of its permanent location or receives a new dispatch order from the competent authority of its State of origin. When providing medical care to a patient, the ambulance crew decides whether the patient can be released for further out-patient treatment at home, transported to the nearest appropriate hospital or handed over to the ambulance crew of the State of the Contracting Party requesting aid.
2. The competent authority responsible for the dispatch of ambulance crews (as stated in Article 3) in case of emergency within the border area has the right to make a direct call to the

dispatching authority of an ambulance crew of the State of the other Contracting Party and ask to dispatch the ambulance crew for the provision of ambulance services.

3. When called, the respective competent authority is obliged to organize the provision of ambulance services in accordance with the national laws and regulations. If the prioritization of an ambulance crew dispatch is required, all cases have to be treated in accordance with the same national laws and regulations.

4. The competent authorities responsible for dispatching ambulance crews shall continuously exchange information during the provision of the respective service. Each competent authority ensures that the relevant information is delivered to the ambulance crew of its origin.

5. When being present in the State of the other Contracting Party:

5.1. the ambulance crew ensures that the quality of service is in accordance with the national laws and regulations of its State of origin. The ambulance crew shall take full responsibility for the provided service in accordance with the national laws and regulations of its State of origin.

5.2. the ambulance crew ensures that the service provided is documented as is the case when the respective service is provided in its State of origin.

6. When the case of emergency requires involvement of additional resources, they have to be organized by the competent authority of the State in which case of emergency occurs.

7. The Contracting Party requesting aid may withdraw its request at any time by informing the competent authority of the Contracting Party providing aid.

Article 6

Expenses

1. Ambulance crew services are provided by the States of the Contracting Parties without remuneration (free of charge) in the border area between the Republic of Lithuania and the Republic of Latvia.

2. Provisions of EU regulations on coordination of social security systems are intact.

Article 7

Personal Data Protection

Personal data are protected in accordance with the EU data protection legislation and corresponding national laws and regulations of the States of the Contracting Parties.

Article 8

Joint Commission

1. A Joint Commission shall be formed consisting of equal number of representatives of the relevant authorities of each of the Contracting Parties. The Commission's task shall be to monitor the proper implementation of the provisions of this Agreement and propose the necessary amendments to its contents. Meetings of the Joint Commission shall take place when necessary.

2. Expenses incurred as a result of organising a meeting of the Joint Commission shall be covered by the Contracting Party which is organising the meeting. The Contracting Parties shall decide on organizational work.

3. Divergences in the application and interpretation of this Agreement shall be addressed to the Joint Commission which is closely cooperating with the relevant bodies of the Contracting Parties. In the case of failure to reach an agreement, divergences in the application and interpretation of this Agreement shall be addressed through diplomatic channels.

4. The Contracting Parties shall notify each other of their Joint Commission's representatives within a month after the signing of this Agreement by Contracting Parties.

Article 9

Compensation for Damages or Injuries

1. Each Contracting Party shall renounce any claim of compensation against the other Contracting Party in cases of death, bodily injury or any other damage to the health, or damage to the personal property of the members of the ambulance crew, if such damage has been caused in the course of fulfilling obligations deriving from this Agreement.

2. If a member of the ambulance crew of the State of the Contracting Party providing aid causes damage to a third party in the territory of the State of the Contracting Party requesting aid by fulfilling obligations deriving from this Agreement, the State of the Contracting Party requesting aid shall compensate the damage in accordance with the same national laws and regulations as it would be if the damage had been caused by an employee or ambulance crew member of the State of the Contracting Party requesting aid.

Article 10

Obligation to Exchange Information

1. The Contracting Parties shall undertake to immediately inform each other of all organisational and legal changes that may influence the implementation of this Agreement.

2. The Contracting Parties shall agree on the list of the administrative territories in border area as soon as possible, but not later than within two months after this Agreement comes into force. The agreed list will become an integral part of this Agreement.

Article 11

Relationship with Other Agreements

This Agreement does not prejudice rights and obligations of the Contracting Parties assumed in accordance with other international agreements.

Article 12

Final Provisions

1. This Agreement shall enter into force on the date of receipt of the last written notification by the Contracting Parties about the fulfillment of the necessary internal procedures required for this Agreement to enter into force.

2. This Agreement shall become applicable when:
2.1. the Sub-agreement is signed;

2.2. exchange of diplomatic notes has taken place, acknowledging the fulfilment of Paragraph 2.1. of this Article.

3. This Agreement shall remain in force for a period of three years. It shall be automatically prolonged for another three years period unless either of the Contracting Party has notified the other Contracting Party in writing of its intention to terminate this Agreement at least six months prior to the expiry of the three year period through diplomatic channels.

4. This Agreement may be supplemented and amended by mutual written Protocol of the Contracting Parties. The Protocol shall enter into force according to the procedure specified in the paragraph 1 of Article 12 and is an integral part of this Agreement.

Done at Bauska on this day of 2018, in duplicate in Lithuanian, Latvian and English languages, all texts being equally authentic. In case of any divergence in interpretation of the provisions of the Agreement, the English text shall prevail.

On behalf of the Government of the
Republic of Lithuania

On behalf of the Government of the
Republic of Latvia
