

AGREEMENT BETWEEN
THE MINISTRY OF HEALTH OF THE REPUBLIC OF
LATVIA,
THE MINISTRY OF SOCIAL AFFAIRS OF THE REPUBLIC
OF ESTONIA
AND
THE MINISTRY OF INTERIOR OF THE REPUBLIC OF
ESTONIA
ON MUTUAL AID FOR PROVIDING AMBULANCE
SERVICES IN BORDER AREAS

The Ministry of Health of the Republic of Latvia, the Ministry of Social Affairs of the Republic of Estonia, and the Ministry of Interior of the Republic of Estonia (hereinafter referred to as the Parties),

recognising that collaboration between the competent authorities and the providers of ambulance services is necessary,

considering this agreement as a framework on providing the mutual aid of ambulance services and

being agreed on the following:

Article 1
Definitions

The terms used in this Agreement shall mean the following:

- a) **ambulance service** – health care services carried out by an ambulance crew concerning the initial diagnosis and treatment of life-threatening diseases, injuries and intoxication

and, if necessary, for the transportation of a person requiring care to the nearest hospital capable of providing the necessary in-patient health care as well as the dispatch of ambulance crews, transmission of information and processing emergency calls having regard to the division of application of article 3.

- b) **border** – the Latvian-Estonian state border, in accordance with the Agreement between the Republic of Latvia and the Republic of Estonia on the Renewal of the State Border of 20 March 1992 and its additional protocol;
- c) **border area** – municipal (territorial) administrative areas of the Republic of Latvia and the Republic of Estonia adjacent to the border and located within 40 km from it. The Parties shall agree on the list of border areas as soon as possible but not later than within 2 (two) months after this Agreement come into force. The agreed list will become an integral part of this Agreement.

Article 2

Scope

This Agreement covers the collaboration among the competent authorities and the providers of ambulance services of the Parties with the intent of improving ambulance services accessibility within the border area.

Article 3

Competent authorities

The competent authorities, having the right to make direct contacts and conclude additional agreements under the terms of this Agreement, are following:

1. in the Republic of Estonia:

- 1.1. The Health Board of the Republic of Estonia (hereinafter referred to as the Health Board) responsible for standard cases, ambulance dispatch planning, service areas and executing supervision over compliance with the requirements provided for health care providers;
- 1.2. The Health Insurance Fund of the Republic of Estonia (hereinafter referred to as the Health Insurance Fund) responsible for drawing up contracts with the owners of ambulance crews and executing payment for provided services;

1.3. Emergency Response Centre of the Republic of Estonia (hereinafter referred to as the Emergency Response Centre) responsible for emergency call processing, transmission of information and the dispatch of ambulance crews;

2. in the Republic of Latvia:

2.1. The State Emergency Medical Service of the Republic of Latvia (hereinafter referred to as the State Emergency Medical Service) responsible for providing ambulance services, emergency call processing, transmission of information and dispatching ambulance crews;

2.2. The National Health Service of the Republic of Latvia (hereinafter referred to as the National Health Service) responsible for executing supervision over compliance with the requirements provided by the health care providers under the respective agreements and for executing international payments for health care services provided.

Article 4

Provision of ambulance services

1. For the purpose of this Agreement, in both the Republic of Estonia and the Republic of Latvia, the ambulance services commence with the dispatch of an ambulance crew by the competent authority of the respective country and terminates when an ambulance crew reaches the base of its permanent location or receives a new dispatching order from the competent authority of its country of origin. When providing the required health care service to a patient, the ambulance crew decides whether the patient can be released for further out-patient treatment at home, transported to the nearest adequate hospital or handing the patient over to the ambulance crew of the country where the event takes place.

2. The competent authority responsible for the dispatch of an ambulance crew (as stated in Article 3) in all of the dispatching stages, has the right to make a direct call to the dispatching authority of an ambulance crew of the other Party and ask for dispatching of the ambulance crew to the place of destination in the territory of the requesting country.

3. When called, the respective competent authority is obligated to organize the provision of help in the same manner as in the case of the national requirement. If the prioritization of an ambulance dispatch is required, all cases have to be treated according to the same national rules.

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

5. Cases when the emergency call from a person from country A, being in country A, but whose location is close to the border with country B, is received by the competent authority responsible for the dispatch of an ambulance crew in country B, the call is to be transferred to the competent authority responsible for the dispatch of an ambulance crew in country A.

6. The exact procedure of requesting and providing aid shall be governed by agreement between the Health Board, the Emergency Response Centre and the State Emergency Medical Service.

7. In cases where the ambulance service event is related to the rescue event, cooperative action at the scene of an accident is conducted within the Agreement between The Government of the Republic of Estonia, The Government of the Republic of Latvia and The Government of the Republic of Lithuania on Mutual Assistance and Cooperation in the Field of Disaster Prevention, Preparedness and Response.

8. When being present in the country of the other Party:

8.1. the ambulance crew ensures that the quality of services is in accordance with the requirements and the rules of its state of origin. The ambulance crew is held liable for the service provided, in a manner that is consistent with the national laws and regulations of its state of origin.

8.2. the ambulance crew ensures that the service provided is documented as is the case when the respective services is provided in its country of origin. At the end of the provision of the service (i.e. the transportation of the patient to the hospital, handing the patient over to the ambulance crew of the patient's country of origin, leaving the patient's home for out-patient treatment, or any other outcome of the service) the ambulance crew is also required to hand over a copy of the document either to the hospital of the ambulance crew of the other Party or to the person in need. Ambulance crews prepare all the documentation using the template of the referral specially designed for the enforcement of this Agreement. Each Party ensures that all documentation that specially designed for the enforcement of this Agreement are at the disposal of the

ambulance crew that could be involved in the provision of cross-border emergency health care with regard to this Agreement.

9. In cases where the ambulance event requires additional resources, it is to be organized by the competent authority of the country in which the ambulance event occurs.

10. The competent authority which asks for help may withdraw its request at any time regarding the specific event, by informing the competent authority of the other country.

11. The competent authorities ensure that ambulance crews are equipped according to the requirements and rules of their countries. This requirement also has to apply to the provision of an ambulance service in the territory of another country in accordance with this Agreement.

Article 5

Expenses

1. Expenses of ambulance service cases, if there is not a fixed price per service set in the national legislation of the country of which the ambulance service provider is providing service, are calculated according to following principle: the total budget of the ambulance service provider in the present year divided by the number of service provision cases in the preceding year.

2. In cases where the average price, calculated in the way mentioned above does not cover real expenses, the authority responsible for ambulance service payment of that country provides the evidence needed to the corresponding authority of another country. Expenses will be counted on the basis of the actual expenses of the country that is providing aid. The exact procedure and practical arrangements needed for account setting shall be governed using the agreement between the Health Insurance Fund and the National Health Service.

3. The setting of accounts takes place between the Health Insurance Fund and the National Health Service. The accounting currency is Euros. The demanding Party compensates the offering Party for all direct expenses related to the ambulance service cost. Depending on the nature and the scope of a specific ambulance event, the Parties may come to a different agreement if such a necessity arises.

4. The demanding Party that has withdrawn the request for aid without any legally, economically or technically-based reasons concerning a specific event at that time compensates the offering Party the price of the service. The detailed procedure shall be described in the agreement of the competent authorities of the Parties.

5. In cases where the Health Insurance Fund and the National Health Service have not agreed otherwise, expenses shall be compensated after submitting a reasoned invoice within sixty (60) days.

Article 6

Compensation for damages or injuries

1. Each Party shall renounce any claim of compensation on the other Party in cases of death, bodily injury or any other damage to the health and personal effects of the member of the ambulance crew, provided that such damage has occurred in the course of fulfilling duties deriving from this Agreement.

2. If a member of the ambulance crew of the Party rendering assistance causes damage to a third party in the territory of the Party requesting assistance by fulfilling duties deriving from this Agreement, the Party requesting assistance shall compensate the damage according to the same legal acts as would be the case if the damage had been caused by an employee or ambulance crew member of the Party requesting assistance.

Article 7

Settlement of disputes

1. Any disputes that may occur in the process of the interpretation or execution of this Agreement which cannot be resolved by negotiation between the competent authorities shall be resolved between the Parties.

2. Any complaints of a medical nature or directly related to the provision of ambulance services submitted by the patient to the responsible surveillance authority of its country of origin, shall be dealt in collaboration with its respective authority in the country of the other Party in

accordance with the provisions of its national laws and regulations and provisions of this Agreement. The detailed procedure shall be described in the agreement of the competent authorities of the Parties.

Article 8

Information exchange

1. The competent authorities of both Parties will regularly exchange the relevant information that is necessary for executing this Agreement. The competent authorities may agree on separate agreements which would prescribe the exact procedure of the information exchange.
2. The Parties and the competent authorities may meet in order to discuss or review this Agreement as often as they find necessary.

Article 9

Final provisions

1. This Agreement is concluded for an indefinite period of time and shall enter into force thirty (30) days after receipt of the last notification whereby the Parties have notified each other of the fulfilment of the internal legal procedures necessary for the entry into force of this Agreement.
2. On the date of entering into force of this Agreement, the Agreement between the Ministry of Health of the Republic of Latvia, the Ministry of Social Affairs of the Republic of Estonia and the Ministry of Interior of the Republic of Estonia on Mutual Aid for Providing Ambulance Services in Border Areas signed on 24 September 2010 ceases to be in force.
3. Either Party may terminate this Agreement by a written notification. In such case, the termination shall take effect six (6) months after the date of receipt by the other Party of the notification on the termination of this Agreement.
4. This Agreement may be amended and supplemented by mutual written agreement of the Parties. The amendments and supplements shall enter into force in accordance with point 1 of this Article.

5. The competent authorities of the Parties may conclude separate agreements to specify the circumstances of the implementation of this Agreement.

Signed in three original copies each in Latvian, Estonian and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

The Agreement is signed digitally.

Ministry of Health

The Republic of Latvia

Daniels Pavļuts

Minister of Health

Ministry of Social Affairs

The Republic of Estonia

Peep Peterson

Minister of Health and Labour

Ministry of the Interior

The Republic of Estonia

Lauri Läänemets

Minister of the Interior