

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND

THE BAILIWICK OF GUERNSEY

(COMPRISING THE STATES OF GUERNSEY, THE STATES OF ALDERNEY & THE CHIEF PLEAS OF SARK)

CONCERNING HEALTHCARE ARRANGEMENTS DATED 31 AUGUST 2022

The Government of the United Kingdom of Great Britain and Northern Ireland and the Bailiwick of Guernsey,

DESIRING a new arrangement for the provision of necessary healthcare to eligible persons during their stay in the territory of the other Participant.

ALSO DESIRING that the new arrangement provides for pre-authorized treatment to eligible persons by a healthcare provider in the United Kingdom who have been referred by the applicable referring authority of the Bailiwick of Guernsey.

HAVE JOINTLY DECIDED:

1. Interpretation

For the purposes of this Memorandum of Understanding:

a) The following definitions apply:

“Arrangement” means this Memorandum of Understanding;

“Assisted conception services” means any medical, surgical or obstetric services provided for the purpose of assisting a person to carry a child;

“the Bailiwick” means the Bailiwick of Guernsey, comprising the separate jurisdictions of Guernsey (acting through the States of Guernsey), Alderney (acting through the States of Alderney) and Sark (acting through the Chief Pleas of Sark);

“Bailiwick eligible person” means a person who is ordinarily resident in any jurisdiction of the Bailiwick and who holds a valid Eligibility document;

“Eligibility document” means one or more document(s), as set out in Annex A, which indicates, for the purposes of this Arrangement, that person’s eligibility to be afforded necessary Healthcare in the other Participant’s territory. Each Participant at its discretion may accept additional documents that are not listed in the annex as an alternative such indicator;

"Guidance" means the guidance issued from time to time by each Participant to assist in the implementation and understanding of this Arrangement in respect of Healthcare to be afforded an eligible person under this Arrangement;

"Healthcare" means in respect of the United Kingdom healthcare provided under the healthcare legislation of the United Kingdom and in respect of the Bailiwick means the healthcare provided under the healthcare legislation and / or policy or policies from time to time applying in the Bailiwick (or in the relevant jurisdiction within the Bailiwick, as the case may be). Assisted conception services are not covered by this Arrangement;

"Participant" means:

- i) The United Kingdom of Great Britain and Northern Ireland ("the United Kingdom")
and
- ii) The Bailiwick

(together, "the Participants");

"Recognised provider" means a healthcare provider designated as such in connection with this Arrangement and as set out by the Bailiwick in Guidance from time to time which will be published on the States of Guernsey's official website;

"Stay" means a period not exceeding and not expected to exceed six months. For students it means the duration of a student's course of study if this is longer than six months;

"UK eligible person" means a person in respect of whom the United Kingdom has issued with a valid Eligibility document.

2. Pre-authorized treatment arrangements

- a) The Committee *for* Health & Social Care in Guernsey may refer Bailiwick eligible persons to a healthcare provider in the United Kingdom for treatment to be funded by the Bailiwick ("Pre-authorized treatment").
- b) The United Kingdom will facilitate the provision of pre-authorized treatment in the United Kingdom for Bailiwick eligible persons referred by The Committee *for* Health & Social Care in Guernsey in accordance with this paragraph.
- c) The Committee *for* Health & Social Care in Guernsey will determine their application process for making referrals and will only refer a Bailiwick eligible person to a healthcare provider in the United Kingdom where the treatment cannot be provided or is not appropriate to be provided in the Bailiwick.
- d) The healthcare provider may decline to accept a referral from The Committee *for* Health & Social Care in Guernsey.
- e) A person accepted for pre-authorized treatment in the United Kingdom will have the same access to that treatment, based on clinical priority and subject to any waiting lists for the treatment, as those ordinarily resident in the United Kingdom.

3. Reimbursement for pre-authorized treatment

- a) The Bailiwick will reimburse the cost of healthcare provided under paragraph 2 (Pre-authorized treatment) to the healthcare provider.
- b) The costs payable under this paragraph in respect of healthcare provided will not exceed the amount the healthcare provider would assess as the costs of that healthcare if it had been provided to an individual who is ordinarily resident in the United Kingdom.
- c) The reimbursement of costs will be determined and made in accordance with the principles set out in Annex C.

4. Necessary healthcare arrangements

- a) The United Kingdom will afford necessary Healthcare to a Bailiwick eligible person during their Stay in the United Kingdom on the same terms as would apply to a person ordinarily resident in the United Kingdom.
- b) The Bailiwick will afford (itself or through a Recognised provider) necessary Healthcare to a UK eligible person during their Stay in the Bailiwick on the same terms as would apply in England to a person ordinarily resident in England save for any co-payment or other charges for which the person is liable under those terms in which case the rates applicable to a Bailiwick eligible person who is resident in the Bailiwick would apply.
- c) Healthcare will be afforded under this paragraph where:
 - i) The Healthcare is medically necessary in the opinion of the healthcare provider having taken into account the nature of the Healthcare and the expected length of Stay;
 - ii) The person did not travel to the Participant's territory for the purpose of receiving that Healthcare unless the person is a passenger or member of the crew on a vessel or aircraft travelling to that Participant's territory and the Healthcare became necessary on medical grounds during the voyage or flight;
 - iii) In a case where the Healthcare is listed in Annex B, the person obtained agreement in advance from the institution providing the Healthcare (the institution may decline the advanced request for such Healthcare for example where it does not have the capacity to provide that Healthcare); and
 - iv) A valid Eligibility document is produced in respect of the person.
- d) For the avoidance of doubt, and subject to paragraph 4(c) (iii) necessary Healthcare may include routine Healthcare that the healthcare provider providing the Healthcare deems medically necessary, having regard to the nature of the Healthcare and the expected length of the Stay, in order to manage a long-term condition or pregnancy.
- e) No charge will be made by one Participant to the other for Healthcare provided under this paragraph.

5. Medical evacuation

- a) If the Bailiwick determines that the necessary Healthcare cannot be provided or is not appropriate to be provided in the Bailiwick to a UK eligible person and medical evacuation of that person is required:
 - i) if the medical evacuation is to the United Kingdom the Bailiwick will arrange and pay for that medical evacuation. The Bailiwick will not be liable for the costs of any subsequent healthcare provided to that person in the United Kingdom;
 - ii) if the medical evacuation is to a territory or state other than the United Kingdom the Bailiwick will arrange and pay for that medical evacuation and will be liable for the costs of any subsequent necessary healthcare provided to that person in that territory or state until that person is able to return to their state of residence.
- b) For the avoidance of doubt, a medical evacuation will not be provided by the Bailiwick to a UK eligible person where the Bailiwick determines that the necessary Healthcare can be provided in the Bailiwick.
- c) The Bailiwick will determine the destination for any medical evacuation.

6. Repayment of a sum recovered or secured from an eligible person for necessary healthcare

- a) Where a Bailiwick eligible person has paid any sum for necessary Healthcare provided under paragraph 4a), the sum will be repaid by the United Kingdom to that person on application to the United Kingdom, save for any co-payments or other charges for which the person is liable under that paragraph.
- b) Where a UK eligible person has paid any sum to a Recognised provider for necessary Healthcare provided under paragraph 4b), the sum will be repaid by the Bailiwick to that person on application to the Bailiwick, save for any co-payments or other charges for which the person is liable under that paragraph.
- c) Each Participant will determine their own application process for such repayment. The treating territory will furnish the other Participant with all necessary information for these purposes, promptly upon request.
- d) Claims for repayment under paragraphs 6a) and 6b) must be submitted to the Participant treating territory within 1 year of the date of the applicable payment.

7. Protection of personal data

- a) Any personal data received under this Arrangement will be protected as such in accordance with the receiving Participant's domestic law.
- b) Any personal data received under this Arrangement will be used solely for the purposes of this Arrangement and in accordance with the domestic law of the receiving Participant.

- c) Where transfer of personal data is required pursuant to this Arrangement, such transfer will take place in accordance with the transferring Participant's rules on cross-border transfers of personal data.

8. Commencement of arrangements

This Arrangement will come into operation on 1 January 2023 and will continue until terminated pursuant to paragraph 9 of this Arrangement.

9. Termination

Either Participant may terminate this Arrangement by giving not less than twelve months' notice in writing to the other Participant, or such shorter notice period as the Participants might otherwise agree.

10. Amendment

At any time during the operation of this Arrangement the Participants may jointly decide to amend this Arrangement.

11. Transitional arrangements

The Participants will continue to apply these arrangements for a period of not less than 6 months in respect of any persons in the course of treatment or whose Healthcare has been authorised under paragraph 2 when the arrangements cease to have effect.

12. Review

The Participants will carry out a review of this Arrangement (including the operations under it) at least every five years.

13. Governance

- a) The Participants will maintain such administrative arrangements as are necessary to give effect to the commitments resulting from this Arrangement including that the States of Guernsey will be the representative for the three constituent jurisdictions of the Bailiwick. It is acknowledged that the States of Guernsey is the agent for the States of Alderney and of the Chief Pleas of Sark under separate bilateral arrangements with each of them respectively in connection with all matters relating to this Arrangement, including its execution and performance.
- b) Officials from the Participants will continue to cooperate with and provide assistance to each other as necessary.
- c) Any questions or disagreements to be resolved as to the operation of the Arrangement will be resolved by discussion between the Participants.

Entered into by the Participants on the date at the top of this Memorandum of Understanding

United Kingdom



Signed.....

Maria Caulfield, Minister of State at the Department of Health and Social Care

Bailiwick of Guernsey

- (1) The States of Guernsey acting by and through the Policy & Resources Committee (P&R) pursuant to its resolution dated 23 August 2022 (the RHA Approval) and pursuant to the resolution of the States of Deliberation of 14 July 2022;
- (2) The Chief Pleas of Sark (CPoS) also acting by and through P&R pursuant to the RHA Approval and pursuant to the CPoS resolution of 6 July 2022;
- (3) The States of Alderney (SOA) also acting by and through P&R pursuant to the RHA Approval and pursuant the SOA resolution of 20 July 2022.

Signed.....

Deputy Peter Ferbrache, President of P&R, duly authorised pursuant to the RHA Approval

Annex A
Eligibility documentation

Part 1: Documents which evidence the eligibility of a UK eligible person

1. Global Health Insurance Card (GHIC)
2. UK issued European Health Insurance Card
3. Other evidence that a person is ordinarily resident in the United Kingdom, examples of which are set out in Guidance

In each case above the document presented must be current and in date. Where the document does not incorporate a photo, additional photo ID may be requested by the healthcare provider.

Part 2: Documents which evidence the eligibility of a Bailiwick eligible person

1. Evidence that a person is ordinarily resident in the Bailiwick of Guernsey, examples of which are set out in Guidance

In each case above the document presented must be current and in date. Where the document does not incorporate a photo, additional photo ID may be requested by the healthcare provider.

Annex B
Healthcare for which advance agreement must be obtained

1. Kidney dialysis.
2. Oxygen therapy.
3. Special asthma treatment.
4. Echocardiography in the case of autoimmune diseases.
5. Chemotherapy.

Annex C

Reimbursement principles for Pre-authorised treatment

1. Reimbursement will be on the basis of the actual cost of the treatment given.
2. The Bailiwick will reimburse the healthcare provider within 30 days (or such other period as is specifically agreed with a particular healthcare provider) of receiving their correct and valid invoice together with any necessary supporting information.