

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
("the Government of the United Kingdom")

AND

THE GOVERNMENT OF JERSEY ("the Government of Jersey")

CONCERNING HEALTHCARE ARRANGEMENTS DATED 11 May 2023

(together, "the Participants")

The Participants; **ACKNOWLEDGING** the Participants' previous healthcare arrangement dated 1st April 2011, setting out arrangements for the provision of necessary healthcare treatment to residents of each Participant whilst visiting the territory of the other Participant, which is terminated by this Arrangement.

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 provision for pre-authorised treatment by a healthcare provider in the United Kingdom to eligible persons who have been referred in accordance with the terms of this Arrangement.

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;

"Eligible person" means:

- i) A person who is ordinarily resident in Jersey for healthcare purposes under the legislation of Jersey and issued with a valid eligibility document by or on behalf of Jersey or
- ii) A person in respect of whom the United Kingdom has issued a valid eligibility document.

"Eligibility document" means one or more document(s), issued by or on behalf of one Participant which indicates that person's eligibility for healthcare in the other Participant's

territory as set out in Annex A. 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;

“Healthcare” means healthcare provided under the healthcare legislation of the United Kingdom or Jersey, as the case may be. Assisted conception services are not covered by this Arrangement;

“territory” means, respectively:

- i) The United Kingdom of Great Britain and Northern Ireland and
- ii) The Bailiwick of Jersey

“Jersey” means the “Bailiwick of Jersey;”

“United Kingdom” means “the United Kingdom of Great Britain and Northern Ireland;”

“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.

2. Pre-authorized treatment arrangements

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

3. Reimbursement for pre-authorized treatment

- a) The Government of Jersey 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 a person 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) Each Participant will afford necessary healthcare to an eligible person during their stay in the Participant's territory on the same terms as would apply to a resident of that Participant.
- b) Healthcare will be afforded under this paragraph where:
 - i) The healthcare is medically necessary in the opinion of the healthcare provider having taking 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.
- c) For the avoidance of doubt, 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.
- d) No charge will be made by one Participant to the other for healthcare provided under this paragraph.

5. 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.

6. Commencement of arrangements and termination of existing arrangement

- a) This Arrangement will come into operation on 25th May 2023 and will continue until terminated pursuant to paragraph 7 of this Arrangement.
- b) Upon the commencement of this Arrangement the existing Healthcare Arrangement between the Department of Health and the Minister for Health and Social Services of Jersey dated 1st April 2011 will be immediately terminated in accordance with Paragraph 7.1 of that arrangement.

7. Termination

Either Participant may terminate this Arrangement by giving not less than twelve months' notice in writing to the other Participant.

8. Amendment

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

9. Transitional arrangements

The Participants will continue to apply these arrangements for a period of not less than six 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.

10. Review

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


11. Governance

- a) The Participants will maintain such administrative arrangements as are necessary to give effect to the commitments resulting from this Arrangement.
- 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..........

Ed Moses

Director of EU, Trade and the Union, Department of Health and Social Care, United Kingdom

Jersey

Signed..........

Christopher Bown

Chief Officer, Health & Community Services, Jersey

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 UK, examples of which are set out in guidance

Part 2: Documents which evidence the eligibility of a Jersey resident

1. Evidence that a person is ordinarily resident in Jersey, 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-authorized treatment

1. Reimbursement will be on the basis of the actual cost of the treatment given.
2. Jersey 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.