

HEALTHCARE ARRANGEMENT DATED THE 1st DAY OF APRIL 2011

BETWEEN

(1) THE DEPARTMENT OF HEALTH

AND

(2) THE MINISTER FOR HEALTH & SOCIAL SERVICES OF JERSEY

WHEREAS:

- (A) Following discussions between (1) the Department of Health in respect of England and on behalf of The Scottish Government, the Department of Health and Social Services of Wales, and the Department of Health, Social Services and Public Safety of Northern Ireland (“the United Kingdom”) and (2) the Minister for Health and Social Services of Jersey (“Jersey”), a new reciprocal health arrangement is proposed between the United Kingdom and Jersey (“the Arrangement”);
- (B) The UK and Jersey (“the Participants”) recognise the mutual benefits of putting in place new reciprocal arrangements to ensure that their residents can benefit from necessary healthcare treatment whilst visiting the other’s country; and
- (C) The Participants are desirous of entering into a reciprocal Arrangement for the provision of health services from 1st April 2011 to lay down the basis of this arrangement.
- (D) No public funds are intended to change hands under this Arrangement.

IT IS APPROVED AS FOLLOWS:

1. Definitions

The following definitions apply to this Arrangement:

“**Health Services**” means health services provided by the Participant to Residents of its Territory in accordance with its national legislation;

“**Participant(s)**” means the United Kingdom and Jersey or either of them as applicable;

“**Resident**” means, in relation to a Territory, a person who is ordinarily resident in that Territory;

“**Territory**” means, as the case may be, the territory of the United Kingdom, or the territory of the island of Jersey:

“**Treatment**” means treatment the need for which arose during the visit and comprises—

- (a) diagnosis of symptoms or signs occurring for the first time after the Visitor’s arrival in the host Territory; or

- (b) treatment which, in the opinion of a medical or dental practitioner providing Health Services pursuant to the national legislation of the host Participant, is required promptly for a condition which—
 - (i) arose after the Visitor's arrival in the host Territory;
 - (ii) became acutely exacerbated after the Visitor's arrival; or
 - (iii) but for the treatment would be likely to become acutely exacerbated after the Visitor's arrival;

"United Kingdom" means England and Wales, Scotland and Northern Ireland;

"Visitor" means, in relation to a Territory, a person whose stay in that Territory has not exceeded and is not expected to exceed three calendar months.

2. Commencement And Duration

This Arrangement will come into operation on 1st April 2011 and will continue until terminated pursuant to paragraph 7 of this Arrangement.

3. Entitlement to free Health Services

- 3.1 The provisions of this Arrangement apply to Health Services that are provided by the host Participant to a Visitor on or after 1 April 2011 until such time as the Arrangement is either amended or terminated.
- 3.2 Each Participant will provide access to Health Services consisting of Treatment, to Visitors to its Territory who are Residents of the Territory of the other Participant.
- 3.3 Treatment shall be provided to the Visitor free of any charge to the Visitor, subject to any charges, such as prescription or dental charges, which are also payable by Residents of the Territory in which the Treatment is provided.
- 3.4 No charge shall be made by one Participant to the other for Treatment provided pursuant to this Arrangement.

4. Exclusion of travel for the purpose of receiving Health Services

- 4.1 This Arrangement does not apply where a Resident of one Territory visits the other Territory for the purpose of being provided with Health Services there.
- 4.2 This Arrangement also does not apply where a Resident of one Territory is referred to the other Territory for treatment by prior agreement under administrative arrangements between the Parties, which shall include terms as to payment.

5. Expenses

Each Participant shall bear its own costs of complying with this Arrangement; there shall be no reimbursement between the Participants.

6. Disputes

The Participants agree to use their best endeavours to settle any disputes over the interpretation or application of the Arrangement by direct negotiations.

7. Variation and termination

- 7.1 The Participants may vary or terminate this Arrangement at any time by mutual agreement.
- 7.2 Either Participant may terminate this Arrangement by giving not less than 12 months notice in writing to the other Participant (“the Notice”). The Notice shall be delivered by hand, sent by prepaid recorded delivery or registered post to the address following (relevant) address:

(a) The United Kingdom

Address:
The Department of Health
79 Whitehall
London
SW1A 2NS

Attention: Parliamentary under Secretary of State for Public Health

(b) Jersey

Address:
Health and Social Services Department
Peter Crill House
Gloucester Street
St Helier
Jersey
JE1 3QS

Attention: Deputy A E Pryke Minister for Health and Social Services

Signed by the Parliamentary Under Secretary of State for Public Health (for the UK):

Signed by the Minister (for Jersey):