

## **Guidance Contract to Provide Health Care Services**

This agreement is entered into on this day, \_\_\_\_\_, corresponding to \_\_\_\_\_.

By and between:

First Party: \_\_\_\_\_, Main Office: \_\_\_\_\_,  
(Insurance Company's Name) (City)

in \_\_\_\_\_, Mail address: P.O. Box#: \_\_\_\_\_, \_\_\_\_\_;  
(District) (City) (Post Code)

Kingdom of Saudi Arabia, Telephone No.: \_\_\_\_\_, Fax No.: \_\_\_\_\_,  
Email \_\_\_\_\_.

Hereinafter shall be referred to as: \_\_\_\_\_, represented by Mr. \_\_\_\_\_,  
(briefly)

Title: \_\_\_\_\_.

Second Party: \_\_\_\_\_, Main Office: \_\_\_\_\_,  
(Health Facility's kind and Name) (City)

in \_\_\_\_\_, Mail address: P.O. Box#: \_\_\_\_\_, \_\_\_\_\_;  
(District) (City) (Post Code)

Kingdom of Saudi Arabia, Telephone No.: \_\_\_\_\_, Fax No.: \_\_\_\_\_,  
Email \_\_\_\_\_.

Hereinafter shall be referred to as: \_\_\_\_\_, represented by Mr. \_\_\_\_\_,  
(briefly)

Title: \_\_\_\_\_.

### **Both parties agree for the following:**

#### **Preamble:**

Based on the provisions of the Cooperative Health Insurance Law and Executive Regulations thereof, as well as the Cooperative Health Insurance Policy, First Party shall issue a Cooperative Health Insurance Policy, which shall commit First Party to pay the costs of health care for The Insured parties. The Second Party expressed desire and readiness thereof to provide all medical and management services to the Insured Parties under the Unified Health Insurance Policy and any annexes issued by First Party and approved by Council of Cooperative Health Insurance. Therefore, both parties agree for the following Articles:

#### **Article One**

The abovementioned preamble shall be deemed as an integral part herein.

### **Article Two**

Both parties shall provide the services in accordance with the generally accepted professional and ethical standards and consistent with generally accepted modern medical methods, taking into consideration the progress achieved in the field of medicine.

### **Article Three**

Both parties shall be binding to all definitions, provisions, determinations, exclusions, conditions, requirements, obligations and commitments provided in the Unified Cooperative Health Insurance Policy.

### **Article Four**

Second Party shall provide medical services thereof according to the provisions, the conditions and the prices organized under this contract as well as any annexes thereof, which shall be deemed as an integral part and supplementary hereto.

### **Article Five**

Second Party shall not claim First Party for services, which are not consistent with the used methods or the acceptable medical standards.

### **Article Six**

Second Party shall ensure that the taken medical actions shall be limited to the required according to the needs of the management, which are necessary for fulfilment of the assignment.

### **Article Seven**

Second Party shall be adhered to the actions related to maintaining the qualitative quality, according to the requirements of the Council of Cooperative Health Insurance.

### **Article Eight**

The Second Party shall be committed to provide management services to Beneficiaries quickly and easily.

### **Article Nine**

Both parties shall adhere to the standards of “apply to obtain approval for bearing the costs of Management” service, as approved by the Council of Cooperative Health Insurance, specifically the following:

- a) First Party shall be committed to expeditiously decide on applications to obtain approvals, which are filed by Second Party to provide management to Beneficiaries within maximum sixty minutes post to receiving the application.
- b) Second Party shall ensure that the required service is conforming to the conditions of the contract.

- c) In emergency cases, management of the patient's case shall commence directly without any delay, then the procedures to obtain approval shall be commenced.

### **Article Ten**

Second Party shall be committed to expedite claiming First Party to settle dues thereof resulting from management provided to Beneficiaries in the manner agreed upon with the Insurance Company in maximum (45) working days as of the maturity date.

### **Article Eleven**

- a) The First Party shall be committed to pay payables of the Second Party in maximum (45) working days as of the date of receiving claim.
- b) Both parties shall agree for settlement of the claim amounts. In case of disagreement, any of both parties may refer dispute to the Council of Cooperative Health Insurance for resolution.

### **Article Twelve**

The Second Party shall verify the Beneficiary's identity. In case of Second Party's management of the case of a person who is not a Beneficiary, then Second Party shall bear costs of such management.

### **Article Thirteen**

Second Party shall be adhered to the Medical Coding System approved by the Council of Cooperative Health Insurance, in relation to diagnosing the diseased cases, management and costs of such cases, and claiming for payables.

### **Article Fourteen**

Second Party shall provide various medical services thereof to The Insured under the Cooperative Health Insurance policies and any valid additional annexes approved by the Council of Cooperative Health Insurance, which are provided by First Party and accepted by Second Party, including the conditions, the provisions, the financial limits, and medical exclusions, in the light of which the health care services shall be provided as awarded by First Party. Second Party shall not receive from The Insured the costs of various types of management, to which the conditions and limits of Cooperative Health Insurance policies apply. First Party shall be committed to pay such costs in accordance with the provisions herein.

### **Article Fifteen**

The Second Party's commitment to provide medical services to The Insured by First Party requires Second Party to provide utmost care in provision of such medical services of all kinds and branches and in accordance with the medical and professional rules and norms. Accordingly, the Second Party shall assume full liability for any failure, negligence or professional error in diagnosis, management, or surgical procedures, in case of not providing the required medical services, refraining from management of the disease without cause or exerting less care than due diligence. Therefore Second Party shall be committed to compensate any direct or indirect damages incurred by any of The Insured parties or First Party. In addition, Second

Party shall assume full liability for errors, failure and negligence of any of the physicians who work for Second Party, their assistants, nurses and any of workers thereof without any exclusion; Second Party shall also assume liability in case one of employees or doctors thereof misuses, deceives or fraudulently provides the service, all within the framework of the applicable laws and regulations. First Party shall assume full liability for subsequences that may result from rejection of the application for obtaining approval to bear the costs of management filed by Second Party in compliance with the conditions of the contract and included in the Cooperative Health Insurance Policy and any additional annexes.

### **Article Sixteen**

First Party shall inform Second Party that the Policyholder has joined the Insurance Coverage, as well as the additional coverages, if any, and any insurance policies that have been canceled.

### **Article Seventeen**

Second Party shall be committed to consider the requirements of cost-effectiveness and to prepare the management and prescriptions provided thereby, in accordance with the same.

### **Article Eighteen**

Both parties shall be committed to the amount of service fees, settlement procedures, and settlement of amounts due for dispensed prescriptions.

### **Article Nineteen**

Any difference or dispute arising from the application of this contract and any annexes attached thereto, which could not be resolved amicably, shall be resolved by the Council of Cooperative Health Insurance.

### **Article Twenty**

Second Party shall not assign obligating The Insured to participate in paying part of the management costs (as provided in the unified policy and any additional annexes).

### **Article Twenty - one**

The term of this contract shall be \_\_\_\_\_ as of the date of signature herein by both parties, and shall be renewed for a similar term/s subject to a written agreement between both parties.

In case of either party's desire to not renew the contract at the end of the current term, then such party shall notify the other party in written of lack of desire thereof to renew the contract at least sixty days prior to the end of the current term, subject to a registered mail to the mail address indicated in this contract, or delivered by hand to the other party.

In addition, this contract shall be automatically canceled in case the Council of Cooperative Health Insurance cancels qualification of First Party or accreditation of Second Party.

### **Article Twenty - two**

First Party may terminate this contract with the second party; Subject to the specified notice period as well as the conditions for termination as provided in the contract entered into therebetween; in case Second Party is concluded to be in a complete or partial breach of service provision. In such case, First Party shall notify Second Party of termination in written according to a registered mail to the mail address indicated herein or delivered by hand to Second Party thirty days prior to the termination date.

In addition, Second Party may terminate the contract in case of First Party's failure to fulfil payable financial commitments thereof in maximum (45) working days as of the date of receiving the claim. The term "Financial Commitments" does not include any amounts under revision by both parties or any amounts, which are in violation of the contract and deducted from Second Party's account, provided that Second Party shall follow the same procedures provided in this Article in case of desire thereof to terminate this contract.

### **Article Twenty - three**

The termination of this contract, according to the Article Twenty-one or termination according to Article Twenty-two shall not affect the rights and commitments of either party towards the other party in the following manner:

- a) First Party's responsibility for any costs or management occurs post to the date specified for expiry or termination of the contract shall end, except in the following cases:
  1. Any hospitalizations that have been pre-approved before termination or cancellation and the patient is still under management.
  2. Any existing claims of Second Party, which time for transmission to First Party have not yet come.
  3. Any existing claims with the First Party that have not been settled yet.
  4. Any claims that have been previously approved.

Such claims shall be subject to the terms and dates of payment agreed upon between both parties.

- b) The Second Party's liability with respect to the valid contract term shall end by the end of the Insurance Year for all Cooperative Health Insurance Policies notified thereto. however, Second Party shall continue to provide the insurance services described herein post to expiry date of this contract until the current insurance term ends for the policies notified thereto, and according to which Second Party provides services to the Insured, and applies to the managements that Second Party provides post to expiry or termination of the current contract subject to the same rules, terms, conditions and prices provided in the annexes contained therein.

**Article Twenty – four**

Both parties shall be bound by the provisions of the Cooperative Health Insurance Law and Executive Regulations thereof, as well as Cooperative Health Insurance Policy, and any instructions issued by the Council of Cooperative Health Insurance. This Contract shall be cancelled automatically in case the Council of Cooperative Health Insurance cancels qualification of First Party or accreditation of Second Party.

In witness whereof, both parties signed the contract.

**First Party**  
**Signature** :  
**Date** :  
**Stamp** :

**Second Party**  
**Signature** :  
**Date** :  
**Stamp** :