



المركز الوطني للمعلومات الصحية
NATIONAL HEALTH INFORMATION CENTER

nphies Clinical Services Participant Agreement



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The following represents an agreement between:

- (1) **Partner A:** National Health Information Center (NHIC)
- (2) **Partner B:**
- (3) This agreement intends to clarify the relationship between **Partner A** and **Partner B** thereby enabling us to work together in a collaborative manner. The agreement may be modified at any time if both partners agree to the changes. The following represents our understanding of the negotiated terms and conditions for the sharing of data within this partnership:

1. Background

- 1.1 nphies (National Platform for Health Insurance Exchange Services) is a national initiative sponsored by the Ministry of Health (MoH), Council of Health Insurance (CHI) and National Health Information Center (NHIC).
- 1.2 With the patient at the center, nphies platform will facilitate the exchange of patient health information and financial and administrative data sharing to connect providers and payors through a managed service providing visibility and transparency to all stakeholders.
- 1.3 National Health Information Center (NHIC) oversees and maintains the policies, procedures, and standards of the Clinical information exchange in nphies for the benefit of the Healthcare Sector in the Kingdom of Saudi Arabia.
- 1.4. The scope of this agreement covers nphies the participation of Healthcare Providers to connect all Healthcare Organizations and will facilitate the exchange of Subject of Care data.
- 1.5. Each Participating Healthcare Subscriber, by this Participant Agreement, agrees to participate in the onboarding to the Platform and to assume certain rights and obligations regarding its treatment of health information shared with and accessed via nphies.

2. Interpretation

Unless expressly stated otherwise, this Participant Agreement works in accordance with the Definitions and Concepts as per the below table:

Term	Definition
nphies	National Platform for Health Insurance Exchange Services
Healthcare Organization	Officially registered organization (under the umbrella of Saudi Council of Health Services) that has a main activity related to healthcare services or health promotion.
Health Information Exchange Nodes (HIE Nodes)	HIE nodes are those systems (Electronic Medical Records, Public Health Information Systems) that are connected to Saudi Health Information Exchange Systems.
Participating Healthcare Subscriber (PHCS)	Any healthcare institution or health professional that has executed an effective Participation Agreement with the Saudi Health Information Exchange. This may be a Healthcare Organization, a Supporting Organization, or a Regulated Health Professional.
Subject of Care	Person who receives health related services and has health information contained within the Saudi Health Information Exchange; any person who uses or is a potential user of a healthcare service; subjects of care may also be referred to as patients, healthcare consumers or Subject of Care.
Subscriber	A party who receives a credential or token from a certification service provider.
nphies Onboarding Program	A set of activities to guide the health care organization and its facilities towards connecting and exchanging information via the HIE.



3. Period of Agreement

The period of agreement will extend from the date of last signature until terminated. If both parties agree to modify the period of agreement, the agreement will be modified subject to amendments signed by the two parties.

4. The scope of Onboarding to nphies

- 4.1. Each Participating Healthcare Subscriber shall be responsible to NHIC for:
 - 4.1.1. Allocating a dedicated single point of Contact SPOC and appropriate technical, clinical, and business teams to take on the responsibilities of onboarding to nphies.
 - 4.1.2. Adhering to nphies timelines regarding the readiness assessment which will determine the eligibility of the partner to continue nphies onboarding program.
 - 4.1.3. Bridging any organizational or technical gaps including the NHIC technical and clinical requirements and national external systems that may be found through the analysis of the readiness assessment
 - 4.1.4. Reporting the progress of bridging the gap periodically to NHIC.
 - 4.1.5. Upon meeting the criteria for nphies onboarding program, the Participating Healthcare Subscriber will sign the onboarding charter that details the execution plan of the onboarding journey.
 - 4.1.6. Developing, implementing, and maintaining at its own cost and expense, an electronic interface between its Participant System and nphies in accordance with nphies Interface Standards, and the NHIC eHealth Interoperability Standards (which can be found at <https://nhic.gov.sa/en/eServices/STD/Pages/default.aspx>).
 - 4.1.7. Procuring, at its own cost and expense, network connectivity from its own premises to nphies.
 - 4.1.8. Each Participating Healthcare Subscriber may only access and use nphies in accordance to the SAUDI HEALTH INFORMATION EXCHANGE PURPOSE OF USE POLICY that can be found at <https://nhic.gov.sa/eServices/STD/Documents/ISO303%20Saudi%20Health%20Information%20Exchange%20Policies%20v1.0.pdf>.
- 4.2. Each Participating Healthcare Subscriber agrees that NHIC, shall have no responsibility or liability in relation to the accuracy, completeness, timely transmission, or availability of any Subject of Care Data transacted via nphies or for the availability or performance of nphies for any reason.
- 4.3. The NHIC shall be entitled to determine the initial launch date of nphies and the dates on which any functionalities or features are made available or withdrawn

5. Use of Subject of Care Data by NHIC

- 5.1. Each Participating Healthcare Subscriber grants to NHIC a royalty-free, non-exclusive, perpetual right and license to:
 - 5.1.1. Receive, access, use, and Process that Subscriber's Subject of Care Data for the purpose of developing, implementing, operating, managing, supporting, and maintaining nphies and integrating nphies with each Subscriber's Health Information Exchange Node(s); and



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6. Confidentiality

Each Participating Healthcare Subscriber agrees that it shall not make any public announcement or press release concerning the existence of this Participant Agreement or any of the matters contemplated herein without NHIC's prior written consent. Disclaimer

..... guarantees the accuracy and completeness of all information provided.

7. Signatures of Authorized Representatives

We agree to the terms and conditions outlined in this Participation Agreement between National Health Information Center (NHIC) and

Name of representative for NHIC
Title
Date

Name of representative for

Title
Date