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Implementation of the Hybrid Contract Concept in Multiservice Ijarah Financing as a Financing Alternative Health Service in the Covid-19 Pandemic

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Abstract: *This article discusses applying the hybrid contract concept in multiservice ijarah financing as an alternative to financing health services. This is important to study because health services are one of the most urgent things in the current Covid-19 pandemic. This article aims to determine the form of contracts contained in multiservice ijarah financing as an alternative to financing health services in the Covid-19 pandemic. This type of research is normative legal research. The data were obtained from library materials such as books, journals, etc. The analysis results show that health financing can be carried out in two ways: the ijarah contract, which begins with the bank through investors doing the health institution after making the contract, and the wakalah contract through the customer himself. People who have financial problems paying for health costs with multiservice ijarah transactions can apply for health financing to Islamic Financial Institutions for their families to minimize deaths before treatment in the Covid-19 pandemic.*

Abstrak: Artikel ini membahas penerapan konsep hybrid contract dalam pembiayaan ijarah multijasa sebagai alternatif pembiayaan layanan kesehatan. Hal ini menjadi penting dikaji karena layanan kesehatan merupakan satu di antara hal yang urgen di pandemi Covid-19 saat ini. Artikel ini bertujuan untuk mengetahui bentuk akad-akad yang terdapat pada pembiayaan ijarah multijasa sebagai alternatif pembiayaan layanan kesehatan di pandemi Covid-19. Jenis penelitian ini adalah penelitian hukum normatif. Data diperoleh dari bahan-bahan pustaka seperti buku, jurnal, dan lain sebagainya. Hasil analisis menunjukkan pembiayaan kesehatan bisa dilakukan dengan dua cara yakni akad ijarah yang dimulai dengan bank melalui investor melakukan pada lembaga kesehatan sesudah membuat akad dan akad wakalah melalui nasabah itu sendiri. Masyarakat yang mendapat kendala dalam masalah keuangan untuk membayar biaya kesehatan, dengan adanya transaksi ijarah multijasa dapat mengajukan pembiayaan kesehatan kepada Lembaga Keuangan Syariah untuk keluarganya sehingga kematian sebelum perawatan dapat diminimalisir dalam pandemic Covid-19.

Keywords: *Hybrid Contract, Financing, Multi-Service Ijarah, Health Services, Covid-19 Pandemic.*

INTRODUCTION

The government officially announced the first Covid-19 case in Indonesia on

March 2, 2020. Two positive Indonesian citizens said they had direct contact with Japanese citizens visiting Indonesia. On

March 11, 2020, there was a case of death caused by the coronavirus for the first time. The victim who died was a 59-year-old man from Solo. It is known that he was infected after attending a seminar in Bogor in February. (Sukur et al., 2020: 4)

Since being declared a pandemic by the World Health Organization (WHO) on March 11, 2020, efforts to prevent transmission and slow the rate of new infections have been the main goals of handling Covid-19 cases. The pandemic status indicates that the spread of Covid-19 is very fast and wide so that almost no country in the world is spared from Covid-19 (Rosita & Simamora, 2021: 226). Therefore, WHO announced the status of Public Health Emergency of International Concern (PHEIC) because this virus has a high escalation and has infected many countries, so that it has worried the international community, including the people and the Indonesian government. The actions of various countries are very diverse, such as some extreme taking measures by locking a certain area, some even covering one country's territory. (Anwar & Waas, 2021: 150; Busni, Witro, & Purwaningsih, 2021; Sidqi & Witro, 2021)

Based on updated data accessed through www.worldometers.info on October 18, 2021, positive cases of Covid-19 in Indonesia reached 4,235,384 cases, with 142,999 deaths (Worldometers.info, 2021). The spread of Covid-19 also impacts various sectors, ranging from the economy, tourism, transportation, politics to public services, including health (Nugraha, Suciani, & Sonia, 2021; Sidqi, Inayah, Sari, Rasidin, & Witro, 2021; Witro, Nurjaman, Ayu, & Al-Rasyid, 2021). The health care sector is most affected by this pandemic situation (Sesilia, 2020: 252) and must be ready with the condition of health service facilities and the Covid-19 prevention protocol in every daily health

service in preventing the transmission of Covid-19 both patients, officers, and the hospital environment. The quality of health services is a service that is provided efficiently and effectively, focuses on patients' needs and expectations, and is provided according to a code of ethics, health service standards, scientific developments so that health degrees can be achieved optimally (Pasalli' & Patattan, 2021: 14).

Services to the community are services provided to the public or the community, such as public facilities, in the form of services or non-services. Non-governmental organizations or government agencies provide these services to meet the community's basic needs. Public service reflects the functions and duties of the government as a public servant (community). Health services are one of the most important public services and must be implemented excellently. The nature of the health service organization consists of complete and comprehensive access, cross-sectoral collaboration, emphasis on counseling, disease prevention and treatment, community involvement, and decentralization and coordination of the entire health system. Health services are the government's responsibility, which must be provided fairly and equitably because health is the main need of every human being (Harahap & Utami, 2021: 162).

Seeing the situation above, the population of Indonesia from year to year continues to grow, as well as the population who embrace Islam. The Indonesian Ministry of National Development Planning (2019) noted that the current Muslim population of 1.84 billion people will grow to 27.7% of the world's population by 2030. This data represents the potential of Islamic finance institutions to expand services. Islamic finance has grown from half a

million dollars in 1970 to more than a trillion USD in 2009. Global Microfinance Institutions (MFIs/ LKM) serving the Muslim poor have quadrupled. Asset growth is an average of 14% per year. Ernst & Young estimates global Islamic Finance assets will reach USD 3.4 trillion in 2018 with an average growth of 19% from 2014 to 2019 (Sa'diyah, Gumilar, & Susilo, 2020: 442).

The Global Syrian Microfinance Institution will grow by 19.7% by 2019. Sharia Microfinance is also developing in several Muslim countries such as Indonesia, Malaysia, Pakistan, Bangladesh, and Indonesia. Islamic microfinance institutions are an effective poverty alleviation movement. The challenges in developing Islamic microfinance institutions are limited markets, incompetent human resources, and governance issues. Currently, some Islamic financial institutions have not fully implemented sharia principles and sometimes have the potential to violate sharia, there is still a gap between sharia compliance between concept and reality (Sa'diyah et al., 2020: 42).

According to Mabid Al-Jarhi, former Director of the Islamic Development Bank (IDB), the combination of contracts today is necessary. However, the problem faced is that the existing sharia economic literature in Indonesia, in particular, has long developed the theory that sharia does not allow two contracts in one contract transaction (two in one). The two-in-one prohibition only concerns the three cases mentioned in the hadith related to the prohibition on the use of hybrid contracts. The three cases mentioned in the hadith contain three prohibitions: 1) the prohibition of *bay' ataini fi bay' atin*; 2) prohibition of *shafqataini fi shafqatin*; and 3) the prohibition of *bay'* and *salaf*. These three hadiths are always used as references for sharia experts, consultants, and bankers regarding the prohibition of

two-in-one contracts in one transaction. However, the prohibition only applies in certain cases. Even the first hadith (*bay' ataini fi bay' atin*) and the second (*shafqataini fi shafqatin*) have the same meaning, although the editorials are different. The meaning of the hadith *shafqataini fi shafqatin* is *bay' ataini fi bay' atin*. Two in one should not be extended to other irrelevant issues and do not fit the context. Unfortunately, this prohibition is generated for all contracts, so any contract containing two or more contracts is considered against sharia (Yunus, 2019: 89).

The financing services that Islamic banks can provide are more diverse than credit services provided by conventional banks. Islamic banks are called universal banks because they carry out investment and commercial bank activities. Islamic banks can channel financing to rent movable or immovable goods based on an *ijarah* contract or lease purchase in the form of *ijarah muntahiya bittamlik*, conventional banks cannot carry out such business activities. In its development, Islamic banks must follow the needs of increasingly varied customers, which has led to the emergence of new types of financing products. One of these financing products is a multiservice financing product (Dariana & Ismanto, 2020: 2).

Researches on multiservice *ijarah* financing have been carried out. Solihah regarding the application of *ijarah* contracts to multiservice financing in the perspective of Islamic law (Solihah, 2014); Kasanah and Mustaqim regarding the relevance of the DSN-MUI fatwa on the practice of multiservice financing *ijarah* contracts (Kasanah & Mustaqim, 2020); Jamaluddin regarding the complexity of multiservice *ijarah* financing in the Fatwa of the National Sharia Council Number 44 of 2004 from the perspective of *fiqh muamalah maliyyah* (Jamaluddin, 2021); Fatmawati and Muhammad regarding the implementation

of the multiservice *ijarah* agreement in the education sector, which is focused on the case study of Bank CIMB Niaga Syariah (Fatmawati & Muhammad, 2020); Hayati regarding multiservice *ijarah* financing as an alternative source of education financing focused on the study of the National Sharia Council Fatwa Number 44/DSN-MUI/VIII/2004 concerning Multiservice Financing (Hayati, 2017).

Some of the studies above have something in common with this article, namely, they both discuss multiservice *ijarah* financing. However, apart from having similarities, this article is unique, namely discussing multiservice *ijarah* financing in health services during the Covid-19 pandemic. This article discusses applying the hybrid contract concept in multiservice *ijarah* financing as an alternative to financing health services. This is important to study because health services are one of the most urgent things in the current Covid-19 pandemic. This article aims to determine the form of contracts contained in multiservice *ijarah* financing as an alternative to financing health services in the Covid-19 pandemic.

RESEARCH METHODS

This type of research is normative legal research. "Normative legal research is legal research that places law as the norm for system development" (Firdausi, 2021: 227). The data in this study were obtained from library materials such as books, journals, and so on related to the problems studied, namely hybrid contracts, multiservice *ijarah*, and health services in the Covid-19 pandemic. The data collection technique used is to collect as much data as possible about the problems studied through the internet and library websites. After the materials are collected, they are read and studied in

depth. The data obtained are presented in a descriptive-narrative way. The data collection technique used is a data analysis technique known by Miles et al., namely data condensation, data presentation, and conclusion drawing (Miles, Huberman, & Saldaña, 2014).

RESULTS AND DISCUSSION

The Concept of Hybrid Contract

In the Big Indonesian Dictionary (KBBI), the word contract means the agreement, contract (KBBI Daring, 2016). Making a contract means binding an agreement (contract). The term *aqad* comes from Arabic, which means a bond (Witro, Nuraeni, & Januri, 2021: 57), so that the contract can mean an engagement or promise. Meanwhile, according to the term, the contract is "a meeting of *ijab* and *qabul* as a statement of the will of two or more parties to give birth to a legal consequence on the object" (Marizal & Khoerudin, 2020: 23).

There are various kinds of contracts in Islamic economic law transactions, one of which is a hybrid contract. A hybrid contract consists of two words, hybrid means the product of mixing two or more different things, while a contract, or in Indonesian, is called a contract which means an official written agreement. In the Big Indonesian Dictionary, multi means 1) many; more than one; more than two; 2) doubled. Thus, multi-contract in Indonesian means multiple or more contracts, more than one. Therefore, it can be concluded in simple terms, a hybrid contract is a product of an agreement that is formed, compiled, and mixed from two or more agreements (Awaluddin, 2017; Marizal & Khoerudin, 2020: 24-25).

Contemporary muamalah fiqh textbooks mention the term hybrid contract with various terms, namely *al-ukud murakkabah*, *al-ukud al-mujtami'ah*, some use

the term al-ukud almutajanisah. According to the fiqh term, the word hybrid contract translates the Arabic word *al-'uqudal-murakkabah*, which means a double contract (dual), a combined contract, an assembled contract, a combined contract. *Al-'uqud al-murakkabah* consists of two words *al-'uqud* (plural of *'aqd*) and *al-murakkabah* (Mas'ud, 2020: 84).

The word *al-murakkabah* (*murakkab*) etymologically means *al-jam'u* (*mashdar*), which means gathering or gathering. The word *murakkab* itself comes from the word *rakkaba-yurakkabu-tarkiban*, which means to put something on something else so that it is well organized, there are those above and those below. While *murakkab*, according to the understanding of *fiqh* scholars (in the context of the contract), is a collection of several contracts so that it is called one contract name (Aryanti, 2017; Saraswati & Hidayat, 2017: 83).

Meanwhile, according to Al Imrani, *al-uqud al-murakkabah* is a collection of several material contracts contained in a contract, both jointly and reciprocally, so that all rights and obligations that arise are seen as legal consequences of one contract. From some of the explanations above, it can be understood that multi-contract or *al-uqud al-murakkabah* is a muamalah contract carried out by two parties by collecting two or more contracts so that all rights and obligations arising from it are seen as an inseparable unit and have one legal consequence (Ghozali & Fammy, 2018: 59).

Ibn Qayyim argues that the Prophet Muhammad forbade hybrid contracts between *salaf* contracts (giving loans/*qardh*) and buying and selling to avoid falling into the forbidden usury. However, the law is allowed if the two contracts are separate (not dependent, muallaq). The second prohibition is the collection of two buying and selling contracts in one sale and

purchase contract. For example, a seller says to the crowd in a congregation: "Brothers and sisters, I sell this item for one million rupiah, if paid in cash, and one million two hundred thousand rupiah if the installment is a year". Then a person present said, "I bought it". Here, there has been *ijab* and *qabul*, but the price is unclear because two kinds of prices have been chosen. Another interpretation, someone sells an item in installments, with the condition that the buyer must resell it to the person who sold it at a lower price in cash. *Aqad al-'inah* like this is a *hilah* from usury. This is called *bay' al-'inah*. According to Ibn Qayyim, this interpretation is the strongest (Mas'ud, 2020: 85).

The majority of scholars believe that the law of agreement containing two or more contracts is basically permissible according to *syar'i* (based sharia) and that the *hadith* texts prohibit the gathering of two or more contracts in one agreement, exceptions to the permissibility. Some scholars view that the prohibition of two contracts in one sale is defined as two prices, so the price becomes unclear. Therefore, in another *hadith*, the Prophet p.b.u.h. emphasizes that if that happens, then the choice is the cheapest price, if not, it is usury (Syakur, 2016: 316).

Ibn Taymiyah stated the permissibility of this hybrid contract more clearly and at length, saying that the original sharia law was to stipulate the validity of gathering more than one contract in one agreement, as long as there is no specific sharia prohibition in that regard because the original law based on the textual arguments is freedom of contract and the obligation to fulfill everything agreed by both parties as long as there are no authentic *nash* or *qiyas shahih* that forbid it. Suppose there are authentic texts or *qiyas* that forbid it. Therefore, gathering some of these contracts is

specifically prohibited, and transactions with them are considered broken (Syakur, 2016: 319).

There are several fatwas on muamalah transactions issued by the National Sharia Council (DSN) regarding hybrid contracts in the Indonesian context. Some of these transactions include DSN MUI Fatwa Number 31/DSN-MUI/VI/2002 concerning Take Over Financing or debt transfer which provides alternatives to several contracts that can be used in taking over financing; Fatwa of DSN MUI Number 54/DSN-MUI/X/2006 concerning Sharia Card (Sharia Credit Card) using *kafalah bil ujarah* and *qard wal ijarah* contracts; and DSN MUI Fatwa Number 73/DSN-MUI/XI/2009 concerning the *Musyarakah Mutanaqisah* contract which is a combination of the *musyarakah* and *ijarah* contracts (Albar, 2018: 3).

Multiservice Ijarah Financing

The definition of financing, according to Faturrahman Djamil, based on article 1 point 2 of Law Number 10 of 1998 in conjunction with Law Number 7 of 1992 concerning Banking, is the provision of money or equivalent claims based on an agreement or agreement between the bank and other parties which requires the parties to which is financed to return the money or bills after a certain period in exchange for profit sharing (Riyaldi & Choirunnisak, 2021: 42).

Meanwhile, multiservice financing is a financing transaction that involves two contracts, namely an *ijarah* contract for a lease transaction for goods and services between the owner of the leased object, including ownership of the usufructuary rights over the leased object and the lessee to obtain compensation for the leased object. With different editors, but substantially have similarities and are in line with the meaning

contained in the source of the retrieval. Elucidation of Law Number 21 of 2008 concerning Banking defines *ijarah* as an agreement to provide funds in the context of transferring the use rights or benefits of an item or service based on a lease transaction without being followed by ownership of the goods themselves (Riyaldi & Choirunnisak, 2021: 42).

In principle, sharia banking multiservice services refer to the concept of *ijarah (ujrah)*, namely payment for a service. Unlike the *musyarakah* and *mudharabah* contracts, which use the distribution of the ratio in the form of a percentage, in this multiservice financing, Islamic banks will determine the direct *ujrah* in rupiah (Jamaluddin, 2021: 42).

According to etymology, *ijarah* means selling benefits. According to the *syara'* terminology, *ijarah* is translated as buying and selling services (wages); taking advantage of the workforce and leasing; taking advantage of the goods. In a broad sense, *ijarah* means a contract that contains the exchange of the benefits of something by giving a certain amount of reward (Hayati, 2017: 81).

In general, the emergence of financing with *ijarah* contracts is caused by the need for goods or benefits of goods by customers who do not have the financial capacity. In other words, if the customer has the financial capacity, then the fulfillment of the need for goods or benefits of goods will be carried out directly by the customer to the owner of the goods (producer) without going through Islamic banks. Thus, the practice of *ijarah* that occurs in sharia banking activities is technically a change in the method of paying rent from cash in advance (the bank with the owner of the goods) to installments (the bank with the customer) and/or postponement of the payment period (adjusted to the ability of the customer) for

rental fees that have been paid in advance by the bank (Kasanah & Mustaqim, 2020: 98). As the party providing financing, Islamic banks also act as the party that bears the risk. Therefore, to ensure that customers are willing to pay installment financing, Islamic banks ask customers for guarantees in the form of Certificates of Ownership (referred to as collateral) objects (Firdausi, 2021: 226-227).

Ijarah is regulated in Statement of Financial Accounting Standards (PSAK) No. 107, that *ijarah* is a lease of *ijarah* objects without the transfer of risks and rewards associated with ownership of assets, with or without *wa'ad* to transfer ownership from the owner to the lease at a certain time. Therefore, *ijarah* is a form of lease financing in the sharia system. Specifically in PSAK 107 it is not explained about multiservice *ijarah*, but it is stated in paragraph 4 (fourth) that *ijarah* assets can be in the form of tangible or intangible goods (Fatmawati & Muhammad, 2020: 191).

In the context of multiservice financing, the features and mechanisms of financing based on an *ijarah* agreement are: 1) Banks act as providers of funds in *ijarah* transaction activities with customers; 2) Banks are required to provide funds to realize the provision of rental objects ordered by customers; and 3) Refund on the provision of bank funds by way of installments. DSN-MUI fatwa on multiservice financing according to the DSN-MUI fatwa, multiservice financing is financing provided by Islamic Financial Institutions (LKS) to customers in obtaining benefits from service (Dariana & Ismanto, 2020: 3).

Ramadhan and Isfandayani stated that according to Islamic Financial Institutions (LKS), multiservice financing is financing provided by LKS to customers in obtaining benefits from services. The definition of multiservice financing is also explained in

the codification of sharia banking products, which is the provision of equivalent funds or bills/receivables in the form of multiservice transactions using an *ijarah* or *kafalah* contract, based on an agreement or agreement between the bank and the financing customer which requires the financing customer to pay off the debt/obligations following the contract (Mariyanti & Anisah, 2015: 159).

DSN-MUI considers it necessary to stipulate making a fatwa on multiservice financing as a guideline for implementing the transaction to follow sharia principles in meeting the needs of the community related to services. This fatwa was established due to the DSN-MUI plenary meeting on August 11, 2004, and was made due to the arrival of a letter of application from Bank Rakyat Indonesia (BRI) on April 28, 2004, and from Bank Danamon. This fatwa is the substance of the DSN fatwa Number 09/DSN-MUI/IV/2000 concerning *Ijarah* Financing and Number 11/DSN-MUI/IV/2000 concerning *Kafalah* Financing (Dariana & Ismanto, 2020, pp. 3-4).

In an *ijarah* agreement or contract for multiservice financing at LKS, the contracting parties are LKS as the lessor (*mu'ajjir*), members as tenants (*musta'jir*), and fees (*ujrah*) or additional costs as wages earned by LKS, *sigat al-aqad* is made in writing in the form of a draft contract, which contains articles that explain all rights and obligations that must be fulfilled by LKS and by members which the parties finally sign, namely the LKS with members and witnesses held in one assembly, namely at the LKS office (Solihah, 2014: 111).

As stated in the Fatwa of DSN-MUI Number 44/DSN-MUI/VII/2004 on the general provisions of multiservice financing which states that (MUI, 2004):

1. Multiservice financing is legal (*jaiz*), using an *ijarah* or *kafalah* contract.

2. In the event that the LKS uses an *ijarah* contract, it must follow all the provisions in the *ijarah* fatwa.
3. In the event that the LKS uses a *kafalah* contract, it must follow all the provisions in the *kafalah* fatwa.
4. In the two multiservice financings, LKS can get a service fee (*ujrah*) or fee.
5. The amount of *ujrah* or fee must be agreed in advance and stated in the nominal form, not in the form of a percentage.

Furthermore, specifically for multiservice financing with *ijarah* contracts, it can also refer to Fatwa Number 9/DSN-MUI/VI/2000 concerning *Ijarah* Financing. Several things are regulated in the fatwa, among others: first, the object of the *ijarah* contract can be in the form of benefits of goods and services; or service benefits and wages; second, the benefits of goods or services must be quantifiable and realistic to be implemented in the contract; third, the object of *ijarah* must be halal; fourth, the benefits must be identified objectively to avoid the ambiguity that can lead to potential disputes; fifth, the specification of benefits must be clear along with the timeframe; sixth, the amount of rent, wages, or *ujrah* is a form of agreement between the parties carrying out the contract; seventh, payment of rent, wages, or *ujrah* may take the form of other benefits of the same type as the previous contract; and eighth, there is flexibility in determining rent, wages, or *ujrah* and can be realized in the form of measurements of time, place, and distance (Fatmawati & Muhammad, 2020: 190).

The types of financing in multiservice financing include (Syauqoti & Ghozali, 2018: 6):

1. Financing in the field of education, including a) Payment of tuition fees (Educational Development Contribution); b) Purchase of school supplies; and c) Payment of registration fee;

2. Financing in the health sector, including: a) Payment of hospital fees; b) Purchase of medicine;
3. Financing in the field of marriage, including: a) Rental of sound systems; b) the rental of make-up services; c) Terop rental; d) Catering rental;
4. Financing in the field of manpower, includes: a) Wage workers for the construction of buildings or houses; and
5. Financing in the tourism sector, including: a) Travel financing for umrah and pilgrimage.

DSN-MUI views LKS as a sharia financial institution that needs to respond to the growing needs of the community related to services, for example, banks provide financing of a sum of money to customers that can be used for education costs, health care costs, marriage costs, motorcycle vehicle tax payments, and other expenses, pay debts, as regulated in the Fatwa of the National Sharia Council Number 44/DSN-MUI/VIII/2004 concerning Multiservice Financing (Hayati, 2017: 81).

Health Services in the Covid-19 Pandemic

Health care is a right for everyone who is an Indonesian citizen guaranteed in the 1945 Constitution by making an effort to improve health status, either individually or in groups. Service is a way for humans to fulfill their needs by trying either through their activities or through the activities of others. The requirements for health services are (Zuhri & Amalia, 2021: 55):

1. Health services are not difficult to find and are there for the community at any time needed;
2. Acceptable and reasonable by society;
3. Health services must not conflict with the beliefs, culture, and beliefs of the community;
4. Easy to reach or reach by the whole community. Not only by people in the

city center but also by people in remote areas;

5. Easy to reach in terms of cost, which is following the economic capacity of the community;
6. Quality. Health services must provide services that can satisfy users and follow established standards; and
7. Efficient. Health services can be carried out efficiently in order to achieve goals.

The stratification of health services is grouped into three types, namely:

1. First-level health services, namely basic or core health services urgently need by the community and have value to improve public health. Generally, this health service is outpatient;
2. Second-level health services, namely health services, are inpatient and require specialists to provide these health services; and
3. Third level health services, namely health services that are complex and require specialists to carry out the implementation of these health services (Zuhri & Amalia, 2021, pp. 55-56).

The Indonesian government in enforcing the law at the beginning of the emergence of the Covid-19 virus in Indonesia based on Article 154 of Law Number 36 of 2009 concerning Health, states that the government is obliged to announce the part of the area that is the source of disease transmission to many people. The government is obliged to reveal the type of disease that spreads rapidly. However, the fact that the government is protecting public health insurance can be said to be slow to disseminate information related to cases that have claimed many victims because of this hazardous virus so that the health services carried out by medical personnel can be said to be almost incapable because many patients are declared positive for Covid-19 (Sukur et al., 2020, pp. 4-5).

The Covid-19 pandemic has forced some activities outside the home to be turned into activities carried out at homes, such as studying at home, working at home, and others. However, for the health sector, such as health services, it is the front line to help people infected with Covid-19, so it must continue. Health services are services provided to meet needs in the health sector. Types of health service facilities include independent practice places for health workers, community health centers, clinics, hospitals, pharmacies, blood transfusion units, health laboratories, optics, medical service facilities for legal purposes, and traditional healthcare facilities. Good health services must have several basic requirements, including being available and sustainable, acceptable and reasonable, easily accessible, especially from the point of view of the location, easy to reach, especially in terms of financing and quality (Janah, Mustakim, Efendi, & Latifah, 2021: 9).

Multiservice *Ijarah* Financing for Health Services in the Covid-19 Pandemic

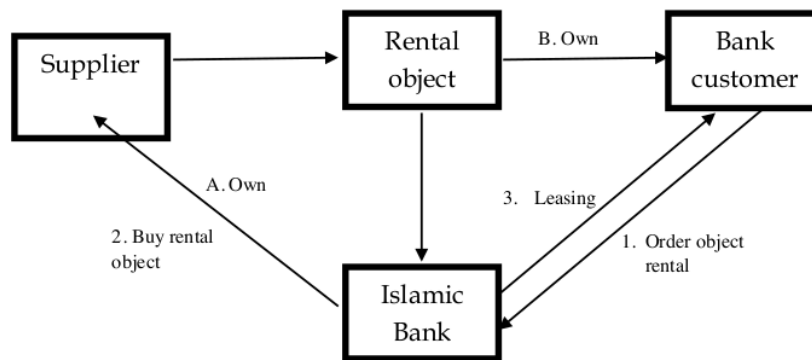
In the era of modern financial transactions that are increasingly complex, a contract design is needed in the form of a combination of several contracts called a hybrid contract (multi-contract), or commonly called *al-ukud al-murakkabah*. The form of a single contract can no longer respond to contemporary financial transactions. Combination contracts nowadays are a necessity, single contracts are no longer able to respond to contemporary financial cases and problems. Therefore, Islamic banking must improve the quality of Human Resources (HR) by carrying out intensive training and workshops on product innovation (Mas'ud, 2020, pp. 83-84).

Based on the legal multiservice financing provisions, it is permissible (*jaiz*) to

use an *ijarah* or *kafalah* contract. In the event that the LKS uses an *ijarah* contract, it must follow all the provisions contained in the *ijarah* fatwa. In the event that the LKS uses a *kafalah* contract, it must follow all the provisions contained in the *kafalah* fatwa. For both of these multiservice financing, LKS can get a service fee (*ujrah*) or fee. The amount of *ujrah* or fee must be agreed in advance and stated in a nominal form, not in the form of a percentage (Afriani & Iswanaji, 2021: 101).

In multiservice *ijarah* financing services, Islamic banks use *wakalah* contracts as complementary to part of the *ijarah* contract. As for what is meant by a *wakalah* contract, it is a contract granting the power (*wakil*) to carry out a task on behalf of the giver of power (*muwakil*). For example,

providing health care facilities based on sharia principles. The subject of *wakalah* consists of the party giving a power of attorney (*muwakil*), the party receiving a power of attorney (representative), which is bound by a contract. The power of attorney (*wakalah*) contract occurs with consent and qabul. Acceptance of a person/customer as a beneficiary (*wakil*) can be done verbally, in writing, by gesture, or by deed. However, Islamic banks in providing *wakalah* are always in written form. The power of attorney (*wakalah*) contract is void if the party receiving a power of attorney (*wakil*) refuses to become the beneficiary (*wakil*) (Hayati, 2017: 82).



Picture 1. *Ijarah* contract scheme (Antonio, 2004)

The scheme above shows that the customer applies for financing by first ordering a pure lease object to the bank, the bank buys the object to the seller (supplier), then the bank rents it out to the customer by obtaining a rental fee plus service fees (*ujrah*). However, the customer can also order an object with a purchase lease so that the object at the end of the financing becomes the customer's property (Hayati, 2017: 83).

Multiservice *ijarah* financing is provided in services for education costs, health costs, marriage fees, tax payments, and debt financing. *Ijarah* health costs are part of the multiservice *ijarah* financing, a financing scheme that distributes funds for education costs related to financial services, such as paying hospital fees and purchasing drugs for an indefinite period. Health costs are the amount of money spent to pay for or meet the needs of undergoing treatment.

Suppose you look at the current context, based on the Regulation of the Minister of Health Number 59 of 2016 concerning Exemption of Patient Fees for Certain Emerging Infectious Diseases. In that case, it is stated that the financing for patients being treated with certain emerging infectious diseases can be claimed to the Ministry of Health through the Director-General of Health Services. Specifically, regarding Covid-19, it is regulated in the Decree of the Minister of Health of the Republic of Indonesia (KMK) number 238 of 2020 concerning Technical Instructions for Claims for Reimbursement of Services for Certain Emerging Infectious Disease Patients for Hospitals Providing Corona Virus Disease 2019 (Covid-19) Services which is set on 6 April 2020. This decision was used as a reference in the financing of Covid-19 services, then refined by the Decree of the Minister of Health number HK.01/07/MENKES/446/2020, which was set on July 22, 2020, and its contents adjusted the dynamics of the development of the management of Covid-19 patients (Ambarwati, 2021: 25).

Financing in the health sector includes various financing such as paying for hospital fees, purchasing drugs, etc. (Syauqoti & Ghozali, 2018: 6). If there is no release of patient funds by the government, the flow of multiservice *ijarah* financing in health services can be described as follows (Hayati, 2017, pp. 84–85):

1. The customer applies to finance to a sharia bank, if the application for financing is considered complete and has met the requirements determined by the bank, then the application is approved, then the bank makes a health *ijarah* contract equipped with a *wakalah* contract.
2. Payment of health costs can be done in two ways, first, Islamic banks directly pay funds borrowed by customers to

customer accounts in hospitals where customers are undergoing treatment or where families are undergoing treatment. Second, Islamic banks pay the funds directly to the customer, followed by a *wakalah* agreement so that the customer represents the bank to pay the cost of health services to the hospital where the customer/family is undergoing treatment.

3. A *wakalah* contract is a complementary contract to the multiservice *al-ijarah* contract, which contains a power of attorney from the bank to the customer as the beneficiary to represent the bank to make payments for health care costs to the hospital where the customer's family is undergoing treatment in the number of funds borrowed within a predetermined time. and agreed in the contract.

Furthermore, the customer is obliged to submit a photocopy of proof of payment from the hospital in the number of funds borrowed to the bank. This evidence may not be submitted beyond the time agreed upon by both parties in the contract (Hayati, 2017: 85).

CONCLUSION

Health financing can be done in two ways: the *ijarah* contract, which begins with the bank through investors, the health institution after making the contract, and the *wakalah* contract through the customer himself. People who have financial problems paying for health costs with multiservice *ijarah* transactions can apply for health financing to Islamic Financial Institutions for their families to minimize deaths before treatment in the Covid-19 pandemic.

One of the sources of health financing at Islamic banks, multiservice *ijarah*, when viewed from the Fatwa of the National Sharia Council of the Indonesian Ulema

Council Number 44/DSN-MUI/VIII/2004 concerning Multiservice Financing, is defined as one of the services/forms of financial services that are urgently needed by the community. . Multiservice financing can use *ijarah* contracts and *kafalah* contracts. However, if the LKS uses an *ijarah* contract, it must follow all the provisions contained in the *ijarah* fatwa. On the other hand, if you use a *kafalah* contract, you must follow all the provisions contained in the *kafalah* fatwa.

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