



**ADDENDUM NO. [.....] TO THE CONTRACT FOR THE PROVISION OF HEALTHCARE
SERVICES TO BENEFICIARIES OF SOCIAL HEALTH AUTHORITY**

SHA COUNTY OFFICE:

BETWEEN

SOCIAL HEALTH AUTHORITY

AND

THE HEALTH FACILITY/HEALTHCARE PROVIDER

[NAME]

KMPDC / COC REGISTRATION NUMBER: _____

FACILITY FID NUMBER: _____

CONTRACT REFERENCE NUMBER (CN-*): _____**

This **ADDENDUM NO. [.....]** to the Contract for The Provision of Healthcare Services to Beneficiaries of Social Health Authority **DATED THIS 1ST DAY OF December 2025**

BETWEEN

SOCIAL HEALTH AUTHORITY (hereinafter referred to as the "**AUTHORITY**" or "**SHA**"

AND

THE [Name of Healthcare Facility/Provider]

.....
as appearing in the Certificate of Registration and License by KMPDC/COC Hereinafter referred to as the "**Healthcare Provider/Health Facility**")

(SHA and the Healthcare Provider/Health Facility hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS

- A. The Parties entered into a main Contract dated [Insert Date of Main Contract] (the "Main Contract") for the provision of Healthcare Services to Beneficiaries of the Social Health Authority (SHA) from the Primary Healthcare Fund, Social Health Insurance Fund (SHIF), and the Emergency, Chronic and Critical Illness Fund (ECCIF).
- B. The Public Finance Management (Public Officers Medical Scheme Fund) Regulations, Legal Notice 195 of 2024 (the "Regulations"), established the Public Officers Medical Scheme Fund (POMSF).
- C. The SHA Board is mandated to oversee the administration and management of the Fund, with the Chief Executive Officer of SHA designated as the Administrator of the Fund.
- D. The Regulations further provide that employers who opt to contribute to the Fund shall enter into a contract with SHA to provide healthcare services to public officers.
- E. SHA now wishes to incorporate the provision of healthcare services to eligible beneficiaries under the POMSF (hereinafter referred to as the "Scheme" or "POMSF Scheme") into the Main Contract, and the Healthcare Provider/Health Facility is agreeable to the same, subject to the terms herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. AMENDMENT OF GENERAL CONDITIONS OF CONTRACT (GCC)

The General Conditions of Contract (GCC) of the Main Contract are hereby supplemented and amended as follows:

1.1. New Definitions (GCC Clause 1.1)

The following new definitions are added to GCC Clause 1.1:

POMSF or Scheme	Means the Public Officers Medical Scheme Fund as established under The Public Finance Management (Public Officers Medical Scheme Fund) Regulations, L.N. 195 of 2024.
POMSF Employer ID	Means the unique identifier assigned by SHA to each government entity that has contracted with SHA to contribute to the POMSF for its employees and their eligible dependants.
POMSF Schedule One	Means the Public Officers Medical Scheme Benefits Limits of Liability schedule annexed to the contract between SHA and the respective participating employer, detailing the benefits and limits applicable to a beneficiary based on their Civil Service Grade (CSG).
Public Officer	Means an officer-appointed by the Public Service Commission (PSC) to serve in a Ministry or State Department, appointed to serve in the Office of the Attorney-General, or appointed by any other public service entity that opts to make payments to the Fund for the medical benefits of its officers.

1.2. Scope of Services for POMSF Beneficiaries

A new clause, **GCC Clause 2.1.14 and 2.1.15**, is added to supplement the Scope of Services:

2.1.14 The Healthcare Provider/Health Facility shall extend the Services, as defined in the Main Contract and subsequent schedules, to eligible beneficiaries of the POMSFScheme. The benefits covered and the limits of liability for these services shall be strictly in accordance with the **POMSFSchedule One** applicable to the specific Public Officer's employer and Civil Service Grade (CSG).

2.1.15 For all beneficiaries, the **SHA National Cover** (SHIF) shall be charged first before accessing the limits under the POMSFScheme.

1.3. Financial, Claims and Payment Obligations (Supplementing GCC 10 & 12)

The provisions of **GCC Clause 10 (Payment and Payment Terms)** and **GCC Clause 12 (Claims Management)** are hereby supplemented and amended for POMSFS beneficiaries as follows;

Verification & Claims Data (Addition to GCC 12.1)

12.1 In addition to the existing requirements, the Healthcare Provider/Health Facility must verify the specific **POMSFS Employer ID** and the applicable **Civil Service Grade (CSG)** of the Principal Member to correctly determine the appropriate benefits and limits from the **POMSFSchedule One** before submitting claims.

Payment Source (New GCC 10.2A)

10.2A Payment for Services rendered to POMSFS beneficiaries will be drawn from the Public Officers Medical Scheme Fund, a public financial mechanism established pursuant to the Public Finance Management Act.

Billing for Non-Tariffed Services (New GCC 10.2B)

10.2B Where a specific tariff for a covered service authorized under the POMSFS has not been negotiated or listed in the Schedules, the Healthcare Provider shall bill the Authority at **Customary and Reasonable Charges**, provided that such charges are subject to prior authorization by the Authority and do not exceed the limits defined in the applicable **POMSFSchedule One**.

Market Analysis and Final Tariffs (New GCC 10.2C):

- 10.2C** The Authority shall conduct a market analysis during the first three (3) months of the commencement of the POMSF Scheme. Following this analysis and negotiations with healthcare facilities, the Authority shall provide the final tariffs for services under POMSF, subject to approval by the SHA Board. Upon approval, these final tariffs shall form part of this Contract and shall form the basis for reimbursement of claims submitted under the POMSF scheme superseding any interim arrangements.

Limits of Liability (Addition to GCC 10.4)

- 10.4** SHA's liability for services provided under the POMSF Scheme is limited to the amounts specified in the relevant **POMSF Schedule One**, and the Healthcare Provider/Health Facility shall not bill SHA beyond these limits.

1.4. Healthcare Provider/ Health Facility Verification Obligations (New GCC Clause 2.7.1A and 2.7.2A)

A new clause, **GCC Clause 2.7.1A and 2.7.2A**, is added as follows;

- 2.7.1A** The Healthcare Provider/Health Facility must use SHA's systems solely for authorized purposes and is solely responsible for the accuracy and completeness of all beneficiary and claims data it submits.
- 2.7.2A** The Healthcare Provider/ Health Facility must implement internal processes to verify beneficiary eligibility (including the **POMSF Employer ID** and **CSG**) and claim details before submission. The Healthcare Provider/ Health Facility agrees to continuous monitoring and full cooperation with any SHA audits.
- 2.7.2A.1** Any material misrepresentation or fraud in relation to POMSF data constitutes a major breach. Consequences will include claim rejection, recovery of incorrect payments, financial penalties, and potential contract suspension or termination.

1.5. Customer-Centric Service Desks (New GCC Clause 2.7.3A)

A new clause, **GCC Clause 2.7.3A**, is added as follows;

2.7.3A The Healthcare Provider/Health Facility shall establish and maintain a dedicated, clearly identified Service Desk for SHA beneficiaries as the single point of contact for all inquiries, eligibility verification, and administrative processes.

2.7.3A.1 The Service Desk shall be staffed by trained personnel who are proficient in the scheme benefits, limits & procedures, and are capable of providing prompt, courteous assistance and accurate verification of eligibility and benefits.

2.7.3A.2 No beneficiary shall be denied access to the Service Desk or face discrimination in service delivery. The core function of the desk is to facilitate, not hinder, the beneficiary's access to enhanced health services.

2.7.3A.3 The Service Desk's performance shall be subject to monitoring and audit by SHA as part of overall contract compliance.

1.6. Conditional Exclusion Overrides (Amended GCC Clause 9)

The general exclusions outlined in the Main Contract (GCC 9) are amended and supplemented as follows:

Fertility Treatment & Organ Donor Costs (Addition of GCC Clause 9.1.9)

9.1.9 Exclusion of Assisted fertility treatment by In Vitro Fertilization (IVF) or any other procedure, and costs incurred while locating an organ donor including transport and administrative costs, **shall apply save for a Beneficiary under the POMSF, where applicable** to the specific employer's signed contract.

General Exclusion Override (Addition of GCC Clause 9.2)

9.2 Where a specific benefit is expressly covered in an Employer's **POMSF Schedule One** or is a stated benefit in the signed contract with the employer, such benefit shall override any conflicting general exclusion contained in the Main Contract (GCC 9) and the corresponding tariff schedules, only for that specific **POMSF Employer ID** and its beneficiaries.

2. ADOPTION OF POMSF SCHEDULE ONE AND EMBEDDING OF UNIQUE EMPLOYER ID

2.1. POMSF Employer ID

Each new government employer onboarding the POMSF Scheme will be assigned a unique **POMSF Employer ID** by SHA for identification and administrative purposes. The Healthcare Provider/Health Facility shall use this ID in all documentation related to the respective employer's beneficiaries.

2.2. Annexure of Limits

The Healthcare Provider/Health Facility acknowledges that the specific benefits and financial limits for services under the POMSF Scheme are detailed in **POMSF Schedule One**. This Addendum serves to bind the Healthcare Provider/Health Facility to abide by the terms, limits, and exclusions set forth in the applicable **POMSF Schedule One** for the particular beneficiary being served.

3. TERMINATION AND GOVERNANCE

3.1. Specific Grounds for Termination (Supplementing GCC Clause 23)

A new clause, **GCC Clause 23.2.2.12 and 23.2.2.13**, is added to the Termination for Default provisions of the Main Contract:

- 23.2.2.12** A material failure by the Healthcare Provider/Health Facility to comply with the Verification Obligations (**GCC Clause 2.7.1A and 2.7.2A**) or the Customer-Centric Service Desks obligations (**GCC Clause 2.7.3A**) shall constitute a ground for termination for default. Material non-compliance includes, but is not limited to: systematic failure to verify beneficiary data, repeated submission of inaccurate claims, refusal to cooperate with audits, failure to maintain a functional Service Desk, or any action that jeopardizes the integrity of the POMSF Scheme.
- 23.2.2.13** Consistent with **GCC Clause 23.2.1** of the Main Contract, if the Healthcare Provider/Health Facility fails to remedy such breach within **fourteen (14) days** of receiving written notice from the Authority, the Authority may **terminate the Addendum and the Contract forthwith** (immediately) without further reference to the Healthcare Provider/Health Facility.

3.2. Conflict Clause

In the event of any conflict, inconsistency, or ambiguity between the terms of this Addendum and the Main Contract, the terms of this **Addendum** shall prevail to the extent of such conflict or inconsistency in relation to the provision of Services to **POMSF Beneficiaries**.

3.3. Continuity of Terms

All other provisions, stipulations, covenants, and conditions contained in the Main Contract shall remain in full force and effect and apply to this Addendum **mutatis mutandis** (with necessary changes having been made). **The Main Contract, the Schedules, and this Addendum shall be read and construed together as one binding instrument upon execution.**

3.4. Commencement and Retrospective Effect

This Addendum shall become effective on the date of signature by both Parties. However, the Parties acknowledge and agree that the POMSF Scheme for Civil Servants and SHA Staff commenced on 1st January 2025. Consequently, valid Clean Claims submitted by Healthcare Providers/Health Facilities that offered and provided services to eligible beneficiaries (specifically Civil Servants and SHA Staff) from 1st January 2025 shall be reimbursed in accordance with the terms of this Addendum and the applicable POMSF Schedule One.

IN WITNESS WHEREOF the Parties have executed this Addendum as of the day and year first above written.

For and on behalf of the Health Facility

Signed by: _____

Name: _____

Title: HOSPITAL ADMINISTRATOR

Date: _____

Witnessed by: _____

For and on behalf of the Social Health Authority

Signed by: _____

Name: **DR. MERCY MWANGANGI, CBS**

Title: **CHIEF EXECUTIVE OFFICER**

Date: _____

Witnessed by: _____

POMSF SCHEDULE ONE

Contract Details	Information
Employer Name	State Department for Public Service
POMSF Employer ID	[Insert Unique ID assigned by SHA for this employer]
Period of Cover	[01/01/2025] – [30/06/2026]

BENEFITS STRUCTURE

Job Group	Inpatient	Overseas Treatment	Outpatient	Dental	Optical	Maternity (Within Inpatient Limit)
A-G	700,000	2,500,000	70,000	50,000	40,000	100,000
H	700,000	2,500,000	70,000	50,000	40,000	100,000
J	700,000	2,500,000	70,000	50,000	40,000	150,000
K	700,000	2,500,000	70,000	50,000	40,000	150,000
L	1,000,000	2,500,000	100,000	50,000	40,000	150,000
M& N	1,500,000	2,500,000	200,000	50,000	40,000	150,000
P	1,750,000	2,500,000	225,000	50,000	40,000	150,000
Q, R, S, T	2,500,000	2,500,000	350,000	50,000	40,000	200,000

POMSF SCHEDULE ONE

Contract Details	Information
Employer Name	Social Health Authority
POMSF Employer ID	[Insert Unique ID assigned by SHA for this employer]
Period of Cover	[01/01/2025] – [30/06/2026]

BENEFITS STRUCTURE

JOB GROUP	INPATIENT	OUTPATIENT	DENTAL	OPTICAL
15	2,500,000	350,000	50,000	40,000
14	2,500,000	350,000	50,000	40,000
13	2,500,000	350,000	50,000	40,000
12	2,500,000	350,000	50,000	40,000
11	2,500,000	350,000	50,000	40,000
10	1,750,000	225,000	50,000	40,000
9	1,500,000	200,000	50,000	40,000
8	1,500,000	200,000	50,000	40,000
7	1,000,000	100,000	50,000	40,000
6	1,000,000	100,000	50,000	40,000
5	1,000,000	100,000	50,000	40,000
4	1,000,000	100,000	50,000	40,000
3	1,000,000	100,000	50,000	40,000
2	1,000,000	100,000	50,000	40,000
1	1,000,000	100,000	50,000	40,000

POMSF SCHEDULE ONE

Contract Details	Information
Employer Name	County Government of Vihiga
POMSF Employer ID	[Insert Unique ID assigned by SHA for this employer]
Period of Cover	[03/10/2025] – [02/10/2026]

BENEFITS STRUCTURE

CIVIL SERVICE GRADE	Inpatient	Outpatient	Dental	Optical	Maternity Limits (within Inpatient)	Overseas Treatment
A-H	700,000	70,000	70,000	40,000	150,000	2,500,000
J	700,000	70,000	70,000	40,000	150,000	
K	700,000	70,000	70,000	40,000	150,000	
L	1,000,000	100,000	70,000	40,000	150,000	
M&N	1,500,000	200,000	70,000	40,000	150,000	
P & Q	1,750,000	225,000	70,000	40,000	150,000	
R, S & T	2,500,000	350,000	70,000	40,000	100,000	
U & V	2,500,000	350,000	70,000	40,000	100,000	

POMSF SCHEDULE ONE

Contract Details	Information
Employer Name	Teachers Service Commission
POMSF Employer ID	[Insert Unique ID assigned by SHA for this employer]
Period of Cover	[01/01/2025] – [30/06/2026]

BENEFITS STRUCTURE

Job Group	Inpatient	Overseas Treatment	Outpatient	Dental	Optical	Maternity
B5	1,000,000	2,200,000	150,000	45,000	60,000	120,000
C1	1,000,000	2,200,000	150,000	45,000	60,000	120,000
C2	1,000,000	2,200,000	150,000	45,000	60,000	120,000
C3	1,300,000	2,200,000	200,000	45,000	60,000	120,000
C4	1,500,000	2,200,000	225,000	45,000	60,000	120,000
C5	1,800,000	2,200,000	250,000	45,000	60,000	120,000
D1	2,000,000	2,200,000	300,000	45,000	60,000	200,000
D2	2,200,000	2,200,000	325,000	45,000	60,000	200,000
D3	2,500,000	2,200,000	325,000	45,000	60,000	250,000
D4	2,800,000	2,200,000	400,000	45,000	60,000	250,000
D5	3,000,000	2,200,000	450,000	45,000	60,000	300,000