

MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTRY OF -----

AND

MINISTRY OF -----

AND

NATIONAL -----

ON

**SYSTEMATIC ACCESS OF NATIONAL SAFETY NET PROGRAM
BENEFICIARIES TO -----**

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the “MOU”) is entered into on this..... Day of 2021

BETWEEN

Ministry -----of P.O Box ----- Nairobi, Kenya (Hereafter referred to as “-----,” which expression were the context so admits includes its successors and assigns) of the other part, all parts hereafter jointly referred to as the "Parties".

AND

----- whose physical address is ----- Road, ----- House, P. O. Box ----- Nairobi, Kenya (hereinafter referred to as “-----”) which expression will where the context so admits include its successors and assigns of the one part;

AND

National ----- a state corporation established under the provisions of the ----- Act No.9 of 1998 and of **P. O. Box** ----- Nairobi, Kenya (hereinafter referred to as the “-----” which expression will where the context so admits include its successors and assigns) of the one part;

Abbreviations

WHEREAS, the Kenya Social Economic & Inclusion Project (KSEIP) is a program aimed at strengthening social protection delivery systems; increasing access to social and economic inclusion interventions; and improving the shock responsiveness of the Safety Net System;

- a) **WHEREAS**, one of the components of KSEIP is to progressively increase health insurance coverage to all National Safety Net Programme (NSNP) beneficiaries.
- b) **WHEREAS**, the National Government and County Governments (who may jointly be referred to as the “Government of Kenya”) are constitutionally mandated under Article 43(1) of the Constitution of Kenya to accord every person with the right to the highest attainable standard of health.
- c) **WHEREAS**, the provision of Universal Health Coverage (UHC) is a key priority for the Government of Kenya.
- d) **WHEREAS**, the Parties share similar objectives with respect to healthcare and therefore wish to cooperate on areas of mutual concern to achieve the desired results of the NSNP program.

NOW, THEREFORE, the Parties agree to cooperate as follows:

ARTICLE 1: Objective

Establish a framework for collaboration for scaling up health insurance coverage for the National Safety Net Program (NSNP) beneficiaries.

ARTICLE 2: Areas of Cooperation

The Parties agree to cooperate in the following:

1. Collaboration to ensure allocation of funding for -----premiums for ----- beneficiaries.
2. Collaboration in sensitization & enrolment of ----- beneficiaries to -----
3. Collaboration in communications & feedback arrangements including Grievance & Case Management on ----- coverage of -----beneficiaries
4. Collaboration in monitoring, evaluation and reporting on performance of programs
5. Collaboration in systems integration – data sharing protocols, database management
6. Collaboration in capacity building and technical assistance to the key stakeholders/ parties

ARTICLE 3: Responsibilities and Commitments of the Parties

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1. To identify, target and register potential ----- beneficiaries.
 2. To provide ----- and ----- with comprehensive up to date data necessary for enrolment of -----beneficiaries with detailed parameters including name, nearest healthcare facility, telephone contacts etc.

3. To address and/ or refer complaints and grievances from ----- beneficiaries to concerned parties.
4. To support mobilization of ---- beneficiaries for enrolment, sensitization and uptake of services
5. To report on the implementation of the MOU

Ministry of -----

1. To progressively scale up health insurance coverage for NSNP beneficiary households from the current 18% (223,000 households) under the Universal Health Coverage (UHC) scheme in addition to the Health Insurance Subsidy Programme (HISP) allocations under the Medium Term Expenditure Framework (MTEF) in the Ministry.
2. To allocate adequate funds for the ----- beneficiaries annual ----- cover
3. To ensure timely disbursement of premiums to ----- upon receipt from exchequer.
4. To collaborate with counties on delivery of quality health Services as per the -----benefit package.
5. To facilitate periodic reports on utilization of health care services by ----- beneficiaries

National ----- Board of Management

1. To enrol ----- beneficiaries and update of beneficiary information.
2. To facilitate choice of outpatient facility.
3. To issue ----- cards to all enrolled ----- beneficiaries.
4. To sensitize and educate beneficiaries on ----- and accruing benefits.
5. To reimburse healthcare services consumed by the -----beneficiaries
6. To prepare periodic reports on status and uptake of services, enrolment and performance of the subsidy programs
7. To facilitate resolution of complaints related to ----- services for ----- Beneficiaries

ARTICLE 4: Joint Responsibilities

1. To develop Application Programming Interfaces (APIs) for linkage, integration and secure mutual exchange of information.
2. To jointly sensitize beneficiaries on ----- benefits, Grievance and Case Management.
3. To support capacity building of key stakeholders/parties.
4. To jointly undertake performance monitoring and evaluation of the programs.
5. To develop and continuously update the standard operating guidelines and key messages for enrolment and Grievance and Case Management.

ARTICLE 5: Joint Implementation Committee

1. Promptly after this MOU comes into effect, the parties will form a joint implementation committee comprised of three (3) members nominated by each party.
2. SDSP to appoint all nominated member(s) to the Joint Implementation Committee.
3. The purpose of the joint implementation committee will be:
 - To design implementation and reporting tools,
 - Monitor and evaluate enrolment, quality of services,
 - Jointly set annual targets on coverage of ----- into -----,
 - Develop data sharing protocols,
 - Develop implementation plan and oversee implementation of this MOU,
 - Discuss any challenges as well as ensure effective communication between the parties.
4. MOH will chair the Joint Implementation Committee.
5. The State Department of ----- will be the secretariat to the Committee and convener of the meetings
6. All eligible expenses of the joint implementation committee will be met by KSEIP.
7. The Joint Implementation committee will report to KSEIP National Coordination & implementation committee (KNCIC).

ARTICLE 6: Funding and Resources

1. The conduct of activities for the enrolment of ----- beneficiaries into ----- as enumerated above in Article 3 and Article 4 will be funded as provided in the KSEIP project documents.
2. The operations of this MOU, specifically relating to logistics related to Article 5 and any other engagements that may arise relating to the implementation of this MOU will be funded on terms to be mutually determined and agreed upon and will be subject to availability of funds and other resources to the Parties.

ARTICLE 7: Confidentiality

1. Each Party shall undertake to preserve the confidentiality of information, documents or data received from the other party during the implementation of this MOU. Such information shall not be communicated to any third party without prior express consent of both Parties.
2. Technical documents and information received from a Party shall only be used for purposes approved by both Parties and Parties shall not disclose them to a third party without the prior consent of the Parties.

3. In the event of termination of the MOU, the Parties agree that the preservation of confidentiality shall continue to apply in compliance with the data protection laws of Kenya.

ARTICLE 8: Notices

1. Any notice, request or consent required or permission to be given or made pursuant to this MOU will be in writing.
2. Any such notice, request or consent will be deemed to have been given or made when delivered either in person to the authorized representative at the Head Office of the Party to whom communication is addressed or when sent by registered mail or by fax or by email to such Party at its registered address.
3. The Communication will be directed to:

For the -----:
The Principal Secretary

For the -----:

For the ----- Board of Management:

ARTICLE 9: Dispute Resolution

Any dispute arising in connection with the interpretation or application of this MOU will be amicably settled through consultations or negotiations between the Parties.

ARTICLE 10: Legal Status of MOU

This MOU merely constitutes a statement of the mutual intentions of the Parties and is not intended to and will not create any legal obligations between the Parties. Where the Parties intend to create such legal obligations, they will negotiate in good faith and form legal agreements.

Article 11: Intellectual Property Rights

1. The Parties agree to exchange information relating to applicable domestic laws and regulations for the protection and enforcement of intellectual property rights. The Parties will cooperate to prevent the abuse of such rights and the infringement of such rights by competitors.
2. The Parties agree to support national and regional intellectual property rights organizations involved in enforcement and protection including capacity building of personnel.
3. Notwithstanding anything contained herein, a Party will own intellectual property rights in respect of any technology development, products and services development which were solely and separately developed by that party.

ARTICLE 12: Effective date and duration

1. This MoU will be effective upon signature by the Parties.
2. The MoU will remain valid for a period of five (5) years unless:
 - a. The Parties enter into a further agreement in connection with the program; or

- b. Such other date as the Parties may otherwise agree in writing; or
 - c. Either of the Parties terminates the MoU as outlined in article 14 below.
3. The Parties will review the MOU six (6) months prior to the expiry date and may be extended in writing for a term to be agreed upon.

ARTICLE 13: Amendment

This MOU may be amended as may be required from time to time by mutual written consent of Parties. Such amendments will be signed and dated by all Parties prior to any changes being made and will come into effect on such a date as will be mutually agreed upon by the Parties and will form part of the MOU.

ARTICLE 14: Termination

1. Either Party may terminate this MOU by giving written notice of intention to terminate at least three (3) months before the termination date.
2. In the event of termination of the MOU, project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties will take the necessary steps to ensure that the activities carried out under the MOU and project documents are brought to an orderly conclusion.
3. The termination of the MOU will not affect any ongoing activities and programs under the Memorandum of Understanding, unless the Parties jointly decide otherwise.

IN WITNESS WHEREOF, the undersigned being duly authorized, have signed and sealed this MOU in triplicate in the English language, both texts being equally authentic.

Done at Nairobi on this.....day of..... 2021

SIGNED ON BEHALF OF THE MINISTRY OF -----

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Principal Secretary

Minister of -----

DATE.....

SIGNED ON BEHALF OF MINISTRY OF -----

.....

Principal Secretary

Ministry of -----

DATE.....

SIGNED FOR AND ON BEHALF OF NATIONAL -----

.....

Chief Executive Officer

National -----

DATE.....