

**MEMORANDUM OF AGREEMENT**

BETWEEN

**KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM**

AND

**KENTUCKY LOCALLY OPERATED MEDICAID NURSE AIDE PROGRAM**

This Agreement is made between the Kentucky Community and Technical College System (hereinafter referred to as KCTCS) and the locally operated Medicaid Nurse Aide program at

\_\_\_\_\_, (hereinafter referred to as LOCAL)  
Name of High School or Technology Center

located at \_\_\_\_\_. This agreement covers  
Address of High School or Technology Center

all locally operated Medicaid Nurse Aide (MNA) Training Programs offered at the secondary level.

**GENERAL**

1. KCTCS and LOCAL, both, adhere to the policy of affirmative action to correct deficiencies in the employment of minorities and women and not to discriminate on the basis of race, color, religion, national origin, disability, sex, age, or political affiliation.
2. All federal and state guidelines and regulations must be followed in administering the training and testing programs (i.e. the Omnibus Budget Reconciliation Act (OBRA) of 1987, 907 KAT 1:450, and the Medicaid Services Manual for the Nurse Aide Training Competency Evaluation Program in the most current form). (ATTACHMENT A)
3. KCTCS shall monitor secondary and post-secondary training programs by means of existing monitoring system used for other KCTCS programs.
4. This Agreement is effective on July 1, 2020 and shall remain in effect until terminated by either party in accordance with the Termination section below. The parties shall review this Agreement annually.

THEREFORE, the KCTCS and the LOCAL agree as follows:

**Kentucky Locally Operated MNA Program**

1. The LOCAL agrees to approve qualified instructors to teach the required Medicaid Nurse Aide curriculum and will notify KCTCS upon hire. Qualified instructors are defined as

meeting the minimum requirements as defined by the Medicaid Services Manual for the Nurse Aide Training and Competency Evaluation Program in the most current edition.

2. The LOCAL agrees to designate a qualified person(s) (hereinafter referred to as designee) representing the health science program area to coordinate planning with KCTCS professional development and continuing education for secondary teachers as well as assistance with plans of correction as required.
3. The LOCAL agrees to align secondary program of studies with the approved curriculum provided by Medicaid Services and KCTCS.
4. Each LOCAL shall maintain and keep all pertinent records for a period of no less than five (5) years and shall have those records available to KCTCS for inspection at each MNA monitoring visit.
5. The LOCAL agrees that each student and instructor from the state operated area technology center will be covered by a Professional Liability Insurance Plan of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. The program will show evidence of said insurance to KCTCS during annual visit.
6. The Local shall only conduct the required clinical rotation in long-term care facilities that are verified prior to entry by students and instructors to be in good standing with the Office of Inspector General and the Cabinet for Health and Family Services, Division of Medicaid. [ATTACHEMENT B]
7. The Local shall provide access to monitor programs. The monitoring shall be conducted on-site annually by an approved Department of Medicaid Services KCTCS representative. Failure to meet established program benchmarks [ATTACHMENT C] may warrant forfeiture of training privileges.
8. The Local shall seek approval from KCTCS for all Kentucky Medicaid Nurse Aide training programs prior to offering. Failure to comply with the approval process [ATTACHMENT D] shall warrant forfeiture of all training hours a student received prior to approval and may warrant forfeiture of training privileges.
9. The Local shall ensure all Medicaid Nurse Aide Training Programs operated by this technology center shall collect and submit annual data on training and testing to KCTCS no later than June 30th.
10. The LOCAL shall verify MNA course students have no findings of abuse on the Nurse Aide Registry via the Kentucky Board of Nursing premium online validation service.
11. The LOCAL shall validate students are not listed on the Department of Community Based Services Kentucky Adult Caregiver Misconduct Registry.
12. The LOCAL designee will assist KCTCS to help implement improvement measures for any Medicaid Nurse Aide Training Program offered at the secondary level that are placed on a Plan of Correction for failure to meet program benchmarks.

## **Kentucky Community and Technical College System**

1. KCTCS will provide the LOCAL with the current curriculum guidelines.
2. KCTCS shall notify the LOCAL instructors of any professional development and/or training opportunities offered by KCTCS.
3. KCTCS shall include the LOCAL instructors of all nurse aide program or regulatory changes affecting secondary programs within thirty days of changes.
4. KCTCS shall pay for the LOCAL designee's access to the Kentucky Board of Nursing premium online validation service to ensure verification compliance of all students have no findings of abuse on the Nurse Aide Registry through secured fax line.
5. KCTCS shall provide state testing locations at each KCTCS college.
6. KCTCS shall designate a Nurse Aide Coordinator at each KCTCS college to mentor and provide support for each Medicaid Nurse Aide Training Program offered at the secondary level.
7. KCTCS shall approve all Kentucky Medicaid Nurse Aide training programs prior to offering.
8. KCTCS shall conduct annual on-site audits [ATTACHMENT E] of each Medicaid Nurse Aide Training Program offered at the secondary level. The audits will be performed by an approved Department of Medicaid Services KCTCS representative.
9. KCTCS shall provide the Method of Instruction (MOI) course monthly except December and March that is required by the Cabinet for Health and Family Services, Division of Medicaid Services to teach the Kentucky Medicaid Nurse Aide Training program.
10. KCTCS shall provide and assist the LOCAL instructors with plan of correction documentation for the Medicaid Nurse Aide Training Program offered at the local center when placed on a Plan of Correction for failure to meet program benchmarks.

## **Termination of Agreement**

This agreement may be terminated by either party at any time for cause and may be cancelled without cause with 30 days written notice.

## **Governing Law**

This agreement shall be construed in accordance with the laws of Commonwealth of Kentucky. The LOCAL and the KCTCS will abide by any and all relevant laws and regulations of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the LOCAL and the KCTCS have executed this Agreement which shall become effective after signature by the authorized representatives of the parties.

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Signature Local Operated Technology Center Contract Authority Designee

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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Signature Local Operated Technology Center MNA Instructor (s)

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**Kris Williams, Ph.D.**  
**Chancellor**  
Kentucky Community and Technical College System

Date: \_\_\_\_\_