

**AGREEMENT BETWEEN
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
DIVISION OF REGULATION AND LICENSURE
SECTION FOR LONG-TERM CARE REGULATION**

AND

INSTRUCTOR/EXAMINER FOR THE CERTIFIED MEDICATION TECHNICIAN (CMT) TRAINING PROGRAM

This Agreement is entered into between the Division of Regulation and Licensure, Section for Long-Term Care Regulation (DIVISION) and _____ (CMT INSTRUCTOR/EXAMINER).

In consideration of the mutual covenants and benefits contained herein, the parties have agreed as follows:

1. The CMT INSTRUCTOR/EXAMINER shall comply with all requirements of state regulation 19 CSR 30-84.020.
2. The CMT INSTRUCTOR/EXAMINER shall protect and keep secure the CMT web site Login ID and CMT web site password.
3. The CMT INSTRUCTOR/EXAMINER shall protect and keep secure all test questions. The examination questions and answer keys shall not be photocopied and shall never be shared with anyone at anytime.
4. The CMT INSTRUCTOR/EXAMINER shall, within ten (10) days of the examination date return the Examination Packet to the DIVISION. The Examination Packet consists of all computer generated Examinations, Master Answer Key, Examination Student Roster and a copy of all Appendix C's.
5. The CMT INSTRUCTOR/EXAMINER shall not offer the CMT course and examination or challenge examination without the approval and sponsorship of an educational training agency. The DIVISION will consider any course or examination not offered through an approved educational training agency null and void. All course and/or examination fees/charges shall be paid to the educational training agency, not the CMT INSTRUCTOR/EXAMINER. The CMT INSTRUCTOR/EXAMINER shall:
 - a. Give all original Appendix C's to the educational training agency.
 - b. If the student successfully completes the written and practicum examination, give a copy of the CMT course Evaluation Record (Appendix C) to the student.
 - c. If the student fails the written portion of the examination, the practicum portion shall not be administered.
 - d. A student who completes the full course may retake the written examination (1) time within ninety (90) days of the first fail date without repeating the course. A different version of the examination shall be administered each time the student is tested.
 - e. A challenge examination may be taken one (1) time. If failed, the entire course shall be taken, with testing requirements as specified by the course requirements found at 19 CSR 30-84.020.
6. If the DIVISION determines that there is substantial evidence that the CMT INSTRUCTOR/EXAMINER has:

- a. Copied test questions or answer keys;
- b. Prepared students, including students in a different class, for the examination directly from the examination or utilized unfair or subjective testing techniques;
- c. Knowingly acted or omitted any duty in a manner which would materially and adversely affect the health, safety, welfare or property of a resident;
- d. Defrauded an educational training agency or student by taking payment and not completing a course or following through with certification documentation;
- e. Failed to teach, examine or clinically supervise in accordance with 19 CSR 30-84.020.
- f. Falsified information on the final score sheet or any other required documentation;
- g. Failed to keep secure the automated PIN access system or failed to keep secure the CMT web based state approved Instructor Guide/Test Bank; or
- h. Shared the CMT web based state approved Test Bank password,

this Agreement will be terminated following notification as provided in paragraph seven (7). In addition, the DIVISION may seek any other remedy against the CMT INSTRUCTOR/EXAMINER as may be allowed by law.

7. Either party, with or without cause, may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
8. The CMT INSTRUCTOR/EXAMINER is responsible for providing the DIVISION with personal contact information and notifying the DIVISION of any changes to contact information.
9. Each party shall be responsible for their own costs.
10. Any revisions to this Agreement that will be binding on the parties shall be memorialized in an amendment signed by both parties.
11. The parties state that they have read and will abide by the requirements of this agreement.

CMT INSTRUCTOR/EXAMINER **DATE**

NAME: _____
FIRST NAME CURRENT LAST NAME PREVIOUS LAST NAME

ADDRESS: _____
STREET CITY STATE ZIP

HOME PHONE: () _____
 WORK OR CELL PHONE: () _____ () _____
 EMAIL ADDRESS: _____

BRET FISCHER **DATE**
DIRECTOR OF ADMINISTRATION
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

