

**Title 20—DEPARTMENT OF
COMMERCE AND INSURANCE
Division 2220—State Board of Pharmacy
Chapter 2—General Rules**

PROPOSED AMENDMENT

20 CSR 2220-2.175 Well-Being Program. The board is deleting sections (3), (5), and (7), adding new sections (4) and (7), renumbering as necessary, and amending sections (1), (2), (3), (5), (6), and (8).

PURPOSE: This amendment updates requirements for the Well-Being Committee providers and Well-Being Committee participants.

(1) Definitions.

(A) Board—State Board of Pharmacy.

[(B) Committee administrator—The person who is hired by the contractor or the committee to oversee and manage the Well-Being Program.

(C) Contractor—An entity with whom the board contracts for the purpose of creating, supporting, and maintaining the Well-Being Program.]

[(D)](B) Impairment—An illness, substance abuse, or physical or mental condition suffered by a licensee that is reasonably related to the ability to practice pharmacy.

[(E)](C) Licensee—Pharmacist, intern pharmacist, or technician licensed or registered in the state of Missouri or who has applied for licensure or registration in the state of Missouri.

[(F)](D) Well-Being Committee—The committee established pursuant to section 338.380, RSMo, [for the purpose of promoting the early identification, intervention, treatment, and rehabilitation of pharmacists, intern pharmacists, and technicians who may be impaired by reasons of illness, substance abuse, or as a result of any physical or mental condition.] authorized to create, operate, and maintain the Well-Being Program.

[(G)](E) Well-Being Program—[The activities and functions of the Well-Being Committee.] The program operated by the Well-Being Committee for purposes of early identification, intervention, treatment, and rehabilitation of pharmacists, intern pharmacists, and pharmacy technicians who may be impaired by reasons of illness, substance abuse, or as a result of any physical or mental condition.

(2) The board may contract with a contractor for purposes of creating, *[supporting, and maintaining]* and operating the Well-Being Program. *[The Well-Being Committee may assist the board in the identification, selection, and evaluation of the contractor, as requested by the board.]* Operational costs of the Well-Being Program may be paid by the board, subject to available funding. All costs of drug screens and professional and administrative services provided to a *[licensee]* participant shall be paid by the *[licensee]* participant, unless otherwise provided by the board.

[(3) Membership and Organization.

- (A) *The Well-Being Committee (hereinafter committee) shall be composed of the committee administrator and three (3) appointed members as follows:*
 - 1. *One (1) member designated by the Missouri Pharmacy Association;*
 - 2. *One (1) member designated by the Missouri Society of Health-System Pharmacists; and*
 - 3. *One (1) member designated by the State Board of Pharmacy.*
- (B) *The appointed committee members shall serve staggered three (3)-year terms and may serve as many terms as their respective organizations deem appropriate. The entity designating a member to the committee shall designate a person to finish the three (3)-year term of any member of the committee who becomes unable to serve.*
- (C) *The committee shall annually elect a chairperson.*
- (D) *The committee shall meet at least two (2) times annually.*
- (E) *The appointed committee members shall serve without compensation other than that allowed by law for service as a board member. Each appointed committee member shall be entitled to reimbursement for travel expenses as deemed appropriate by the board.*
- (F) *The committee administrator shall be a nonvoting member of the committee.]*

[(4)](3) [An impaired licensee] A participant may enter the Well-Being Program voluntarily or by referral of the board pursuant to a settlement agreement or other disciplinary order. **[Licensees] Participants** entering the Well-Being Program voluntarily shall be subject to and **[shall]** comply with all requirements of this rule. **Each participant shall be financially responsible for all drug screens and any other professional or administrative service rendered on behalf of the participant.**

[(5) Well-Being Committee Duties.

- (A) *The committee shall oversee all aspects of the general operation of the contractor including, but not limited to, oversight of the administration, staffing, financial operations, and case management of the Well-Being Program.*
- (B) *The committee shall assist the board in monitoring the impaired licensee's compliance with the terms of any disciplinary order/agreement.*
- (C) *The committee shall provide the board access to all information and documents pertaining to impaired licensees referred to the Well-Being Program by the board.*
- (D) *The committee shall enter into written contracts with each impaired licensee. The contract between the committee and the impaired licensee shall be a minimum of five (5) years in duration, or the time designated by the board. The contract between the committee and impaired licensee shall include, but shall not be limited to, the following conditions/requirements:*
 - 1. *Each impaired licensee shall comply with all terms, conditions, or treatment identified, required, or recommended by the contractor or the board for the treatment, evaluation, monitoring, or assessment of the impaired licensee;*
 - 2. *Each impaired licensee shall abstain from the possession or consumption of legend medication, except as prescribed by a treating prescriber;*
 - 3. *Each impaired licensee shall abstain from illegal possession of alcohol, the*

consumption of alcohol, and the possession or consumption of illegal drugs;

- 4. Each impaired licensee shall submit to random drug testing unless otherwise specified by the board, committee, or contractor;*
- 5. Each impaired licensee shall report to the committee or the contractor all relapses or other breaches of the contractual terms;*
- 6. Each impaired licensee shall report to or meet with the board, committee, contractor, or the contractor's appointed designee as may be requested by the board, committee, or contractor;*
- 7. Each impaired licensee shall attend support meetings as requested by the committee, contractor, or treatment providers;*
- 8. Each impaired licensee referred to the Well-Being Program by the board shall authorize the committee to release any and all information regarding the impaired licensee to the board;*
- 9. Each impaired licensee voluntarily enrolled in the Well-Being Program shall authorize the committee to release any and all information regarding the impaired licensee to the board upon a violation of any state or federal drug law or if the licensee breaches or fails to comply with any terms of a Well-Being contract; and*
- 10. Each impaired licensee shall be financially responsible for all drug screens and any other professional or administrative service rendered on behalf of the impaired licensee.*

(E) The committee shall provide to the board in writing:

- 1. An annual action plan and budget to be approved by the board. The committee shall report on progress with regard to preparing and implementing the action plan and budget as requested by the board or committee;*
- 2. Progress reports with regard to each licensee participating in or being assisted by the Well-Being Program. The identity of licensees who voluntarily submit to the Well-Being Program shall remain anonymous to the board for purposes of these reports, except as otherwise provided by this rule. Progress reports shall be provided to the board at board meetings or upon request of the board;*
- 3. Except as otherwise provided by this rule for voluntary participants, any and all information or documentation with regard to the identification, intervention, treatment, and rehabilitation of any licensee who participates in, or is assisted by, the Well-Being Program;*
- 4. Quarterly income and expense reports. These reports must be itemized and account for all income from any and every source and each expense to any and every vendor that relates to the Well-Being Program in any way; and*
- 5. Any other report or information requested by the board, except as otherwise provided by this rule for voluntary participants.*

(F) In addition to the other requirements of this rule, the committee shall also report, in writing, to the board:

- 1. All licensee violations of board disciplinary orders/agreements, board statutes or regulations, or other state or federal drug laws which occur after the date of the disciplinary order/agreement or the date the licensee entered the Well-Being*

Program, whichever occurs first;

- 2. Any licensee who fails to enter treatment within forty-eight (48) hours following the provider's determination that the licensee needs treatment;*
- 3. Any licensee who does not comply with the terms of a Well-Being Program contract or who resumes the practice of pharmacy before the treatment provider has made a clear determination that the licensee is capable of practicing; and*
- 4. Any breach of contract by the Well-Being Committee or the committee administrator.*

(G) The identity of licensees who voluntarily submit to the Well-Being Program shall remain anonymous to the board, provided that upon receipt of a Notice of Non-Compliance from the contractor, the committee shall promptly file a complaint with the board against the licensee identified in the notice. The complaint required by this subsection shall include the impaired licensee's name, license number, and the factual basis for the alleged contractual breach/non-compliance. Upon the filing of a complaint, the committee shall require the committee administrator to supply to the board any information or documentation with regard to the licensee's identification, intervention, treatment, compliance, and rehabilitation, as requested by the board or their designated representative.

(H) The committee shall require the costs of drug screens and professional and administrative services to be paid by the impaired licensee.]

(4) Well-Being Committee Duties.

(A) The committee shall oversee all aspects of the Well-Being Program including, but not limited to, program administration, staffing, financial operations, and case management. The committee shall provide services as needed to carry out the functions of section 338.380, RSMo, including, but not limited to:

- 1. Referring participants for appropriate assessment or evaluation and ensuring that treatment recommendations based on the assessment are followed as deemed appropriate by the board or committee;**
- 2. Assisting the participant in obtaining evaluation and treatment;**
- 3. Monitoring participant compliance with the contract between the committee and participant;**
- 4. Monitoring the participant's compliance with the terms of any board disciplinary order/agreement;**
- 5. Monitoring treatment progress and re-entry contractual compliance;**
- 6. Managing/monitoring random drug screens;**
- 7. Assisting participants to re-enter practice from treatment;**
- 8. Assisting with aftercare issues or recommendations;**
- 9. Program development;**
- 10. Outreach education, as requested by the board by contract;**
- 11. Managing, ensuring, and monitoring random and scheduled drug screens; and**
- 12. Other necessary services as agreed by the board and committee.**

(B) The committee shall enter into written contracts with each participant. Unless otherwise approved by the board, the contract between the committee and the

participant shall be a minimum of five (5) years or the time designated by the board, and shall include, but shall not be limited to, the following conditions/requirements:

1. Each participant shall comply with all terms, conditions, or treatment identified, required, or recommended by the committee or the board for the treatment, evaluation, monitoring, or assessment of the participant;
2. Each participant shall abstain from the possession or consumption of legend medication, except as prescribed by a treating prescriber or approved by the committee;
3. Each participant shall abstain from possession and the consumption of alcohol, and the possession or consumption of illegal drugs;
4. Each participant shall submit to random drug testing unless otherwise specified by the board or committee;
5. Each participant shall enter treatment within forty-eight (48) hours following the committee's or an approved evaluator's determination that the participant needs treatment, unless otherwise approved by the board or committee;
6. Each participant shall report to the committee all relapses or other breaches of the contractual terms;
7. Each participant shall report to or meet with the board or committee, or a board or committee appointed designee, as may be requested by the board/committee;
8. Each participant shall attend support meetings as requested by the committee or treatment providers;
9. Each participant referred to the Well-Being Program by the board shall authorize the committee to release any and all information regarding the participant to the board;
10. Each participant voluntarily enrolled in the Well-Being Program shall authorize the committee to release any and all information or documents regarding the participant to the board upon a violation of any state or federal drug law or if the participant breaches or fails to comply with any terms of a Well-Being contract; and
11. Each participant shall be financially responsible for all drug screens and any other professional or administrative service rendered on behalf of the participant.

[(6)](5) Committee Administrator Duties.

(A) The Well-Being Committee shall appoint and designate a committee administrator for approval by the board. The committee administrator shall oversee and manage the daily operations of the committee and assist with [the] committee administrative duties [of the committee].

[(D) Upon referral, the duties of the committee administrator shall also include, but are not limited to, assisting the committee with the following:

- 1. Organizing and carrying out interventions;*
- 2. Referring licensees for appropriate assessment or evaluation and seeing that treatment recommendations based on the assessment are followed;*
- 3. Monitoring treatment progress and re-entry contractual compliance;*
- 4. Managing/monitoring random drug screens;*

5. *Assisting licensees to re-enter practice from treatment;*
 6. *Assisting with aftercare issues;*
 7. *Any and all reporting to appropriate agencies, as requested by the board or the committee;*
 8. *Program development;*
 9. *Outreach education, as requested by the committee; and*
 10. *Other necessary services as determined by the committee.*
- (E) *Upon request by the committee, the committee administrator shall supply to the committee in writing:*
1. *Any information or documentation regarding the operation of the Well-Being Program;*
 2. *All information or documentation with regard to the identification, intervention, treatment, and rehabilitation of any licensee that is participating in or being assisted by the Well-Being Program or who has participated in or been assisted by the Well-Being Program;*
 3. *Progress reports to the committee with regard to each licensee participating in the Well-Being Program; and*
 4. *Any reports provided to the board.*
- (F) *Upon request, the committee administrator shall supply to the board in writing:*
1. *Any information requested by the board regarding the Well-Being Program or any licensee participating in or being assisted by the Well-Being Program, except as otherwise provided herein for voluntary participants; and*
 2. *Any information or documentation with regard to the identification, intervention, treatment, rehabilitation, and compliance of any voluntary participant who breaches or fails to comply with the terms of any Well-Being Program contract or violates any state or federal law.*

(7) Contractor Duties.

- (A) *Upon referral, the contractor shall be responsible for requiring evaluators to provide written reports which address whether a participant of the Well-Being Program suffers from an impairment, identifies the impairment, provides recommendations for treatment of the impairment, and whether the participant's practice of pharmacy should be restricted due to the impairment; and*
- (B) *The contractor shall provide services when appropriate to impaired licensees which include, but are not limited to, the following:*
1. *Monitoring compliance of the contract between the committee and the impaired licensee;*
 2. *Assisting the impaired licensee in obtaining evaluation and treatment;*
 3. *Ensuring that treatment recommendations based on the assessment of the licensee are followed;*
 4. *Monitoring treatment progress and re-entry contractual compliance;*
 5. *Managing/monitoring random drug screens;*
 6. *Assisting licensees to re-enter practice from treatment;*
 7. *Assisting with aftercare issues;*

8. Any and all reporting to appropriate agencies, as requested by the board or the committee;
 9. Program development;
 10. Outreach education, as requested by the committee;
 11. Managing, ensuring, and monitoring random and scheduled drug screens; and
 12. Other necessary services as determined by the committee.
- (C) The contractor shall assist the board in monitoring the impaired licensee's compliance with the terms of any disciplinary order/agreement.
- (D) The contractor shall obtain a written release from all licensees referred to the Well-Being Program that authorizes the contractor to release to the board, the committee, or the committee administrator all information and documents pertaining to a licensee referred by the board.]

[(E)] (6) Voluntary Participants.

- [1.](A) Except as otherwise provided in this subsection, the identity of **[[licensees] participants** who voluntarily submit to the Well-Being Program shall remain anonymous to the board.
- [2.](B) The contractor shall file **[with the committee]** a Notice of Non-Compliance **with the board** against any voluntary participant who breaches or fails to comply with the terms of any Well-Being Program contract or who violates any state or federal drug law. **The Notice of Non-Compliance must include the participant's name, license number, and the factual basis for the alleged contractual breach/non-compliance. The committee shall also supply to the board any information or documentation that supports or evidences the alleged non-compliance. [If a complaint is filed by the committee against the licensee, the contractor shall require the committee administrator to supply to the board any information or documentation with regard to the licensee's identification, intervention, treatment, compliance, and rehabilitation, as requested by the board.**
3. The contractor shall obtain a written release from all licensees who voluntarily enter the Well-Being Program that authorizes the contractor to release any and all information or documents pertaining to the licensee to the board or the committee in the event the licensee breaches or fails to comply with the terms of any Well-Being Program contract or violates any state or federal drug law.

(F) General Reporting.

1. The contractor shall provide to the committee in writing:
 - A. An annual action plan and budget to be approved by the board. The contractor shall report on progress with regard to preparing and implementing the action plan and budget as requested by the board or committee;
 - B. Quarterly income and expense reports for the Well-Being Program and any other financial report requested by the board or the committee;
 - C. Progress reports with regard to each licensee participating in or being assisted by the Well-Being Program;
 - D. Any reports provided to the board;

- E. *Any and all information or documentation with regard to the identification, intervention, treatment, and rehabilitation of any licensee who participates in, or is assisted by, the Well-Being Program;*
 - F. *Any other report or information requested by the committee; and*
 - G. *The information and documentation required by this subsection shall only be released to the board pursuant to Chapter 338, RSMo, and the rules promulgated thereto.*
2. *The contractor shall provide to the board in writing:*
- A. *An annual action plan and budget as directed by the board. The contractor shall report on progress with regard to preparing and implementing the action plan and budget as requested by the board or committee;*
 - B. *Progress reports with regard to each licensee participating in or being assisted by the Well-Being Program, provided the identity of licensees who voluntarily submit to the Well-Being Program shall remain anonymous to the board for purposes of these reports, except as otherwise provided by this rule; and*
 - C. *Any other report or information requested by the board, except as otherwise provided by this rule for voluntary participants.*
- (G) *Violation Reporting. In addition to the other requirements of this rule, the contractor shall report, in writing, to the committee:*
- 1. *All licensee violations of a board disciplinary order/agreement, any provision of Chapter 338, RSMo, or the board regulations, or any state or federal drug law, which occurs after the date of the disciplinary order/agreement or the date the licensee entered the Well-Being Program, whichever occurs first;*
 - 2. *Any licensee who fails to enter treatment within forty-eight (48) hours following the provider's determination that the licensee needs treatment; and*
 - 3. *Any licensee who does not comply with the terms of a Well-Being Program contract or who resumes the practice of pharmacy before the treatment provider has made a clear determination that the licensee is capable of practicing.*
- (H) *The contractor shall require the costs of drug screens and professional and administrative services to be paid by the impaired licensee.]*

(7) Reporting.

(A) The committee shall provide to the board in writing:

- 1. **An annual action plan and budget as directed by the board. The committee shall report on progress with regard to preparing and implementing the action plan and budget as requested by the board;**
- 2. **Progress reports with regard to each participant in or being assisted by the Well-Being Program, provided the identity of participants who voluntarily submit to the Well-Being Program shall remain anonymous to the board for purposes of these reports, except as otherwise provided by this rule;**
- 3. **Participant treatment, evaluation, and rehabilitation records as requested by the board, except as otherwise provided by this rule;**
- 4. **Quarterly income and expense reports for the Well-Being Program or other financial report requested by the board regarding the operation of the Well-Being**

Program; and

5. Any other report or information requested by the board, except as otherwise provided by this rule for voluntary participants.

(B) Violation reporting. In addition to the other requirements of this rule, the committee shall report to the board in writing:

1. All participant violations of a board disciplinary order/agreement, any provision of Chapter 338, RSMo, or the board regulations, or any state or federal drug law, which occurs after the date of the disciplinary order/agreement or the date the participant entered the Well-Being Program, whichever occurs first;

2. Any participant who fails to enter treatment within forty-eight (48) hours following the committee's or an evaluator's determination that the participant needs treatment;

3. Any participant who does not comply with the terms of a Well-Being Program contract or who resumes the practice of pharmacy before an approved treatment provider or committee has made a clear determination that the licensee is capable of practicing; and

4. Any breach of contract by the Well-Being Committee or committee administrator.

(8) Confidentiality.

(A) Except as otherwise provided by this rule, ~~the~~ the committee ~~and contractor~~ shall provide the board access to all information pertaining to each ~~impaired licensee~~ participant referred to the committee by the board.

(B) ~~In regards to participants referred by the board and the voluntary participants who have violated or breached their Well-Being Program contracts,~~ ~~the~~ The board and committee may exchange privileged and confidential information, interviews, reports, statements, memoranda, and other documents including information on investigations, findings, conclusions, interventions, treatment, rehabilitation, and other proceedings of the board and committee, and other information closed to the public, as needed to effectuate section 338.380, RSMo, or to promote the identification, intervention~~s~~, treatment, rehabilitation, and discipline (accountability) of ~~licensees~~ participants who may be impaired.

AUTHORITY: section 338.140.1, RSMo [2000] Supp. 2022 and section 338.380, RSMo [Supp. 2009] 2016. Original rule filed Aug. 18, 2009, effective March 30, 2010. Amended: Filed Jan. 6, 2023.*

PUBLIC COST: This proposed amendment will not cost state agencies more than five hundred dollars (\$500) in the aggregate.

PRIVATE COST: This proposed amendment will not cost private entities more than five hundred dollars (\$500) in the aggregate.

NOTICE TO SUBMIT COMMENTS: Anyone may file a statement in support of or in opposition to this proposed rule with the Missouri Board of Pharmacy, PO Box 625, 3605 Missouri Boulevard,

*Jefferson City, MO 65102, by facsimile at (573) 526-3464, or via email at pharmacy@pr.mo.gov. To be considered, comments must be received within thirty (30) days after publication of this rule in the **Missouri Register**. No public hearing is scheduled.*