

MAJOR LEAGUE BASEBALL'S
JOINT DRUG PREVENTION AND
TREATMENT PROGRAM

The Major League Baseball Joint Drug Prevention and Treatment Program (the “Program”) is established by agreement of the Office of the Commissioner and the Major League Baseball Players Association (the “Commissioner’s Office,” the “Association” and, jointly, the “Parties”) (1) to educate Players on the Major League Clubs’ 40-man rosters (“Players”) on the risks associated with using Prohibited Substances (defined in Section 2 below); (2) to deter and end the use by Players of Prohibited Substances; and (3) to provide for, in keeping with the overall purposes of the Program, an orderly, systematic, and cooperative resolution of any disputes that may arise concerning the existence, interpretation, or application of this agreement. Except as otherwise provided herein, any dispute arising under this Program shall be subject to resolution through the Grievance Procedures of the Basic Agreement.

1. HEALTH POLICY ADVISORY COMMITTEE

A. Health Policy Advisory Committee Members

The Health Policy Advisory Committee (“HPAC”) is responsible for administering and overseeing the Program. HPAC shall be composed of one medical representative (“Medical Representative”) from each of the Parties (both of whom shall be licensed physicians expert in the diagnosis and treatment of chemical use and abuse problems), and one other representative each from the Office of the Commissioner and the Association (both of whom shall be licensed attorneys).

B. Appointment and Removal of HPAC Members

The respective representatives shall be appointed and removed by the Office of the Commissioner or the Association at will and shall not serve a minimum term.

C. Voting Procedures

HPAC shall endeavor to reach a unanimous decision with respect to the matters committed to it. In the absence of a unanimous decision,

and subject to Sections 2.C.1 and 3.B below, a majority decision shall govern. When a majority decision cannot be reached, the Medical Representatives shall jointly appoint, on an *ad hoc* basis, a fifth member of HPAC (the “Fifth Member”) who shall cast the decisive vote with respect to the matter at issue. The Fifth Member shall be a licensed physician expert in the diagnosis and treatment of chemical use and abuse problems. Except as provided in Section 3.D.2, HPAC shall use its best efforts to appoint the Fifth Member within 48 hours after being unable to reach a majority decision.

D. Duties and Responsibilities of HPAC

1. HPAC shall have the following duties and responsibilities:

- (a) to establish advisory groups as it deems necessary to the effective administration of the Program, provided that no such advisory group may incur any extraordinary expenses without the approval of the Office of the Commissioner and the Association;
- (b) to prepare and undertake educational presentations supporting the objectives of the Program;
- (c) to administer the Program’s testing requirements;
- (d) to establish, monitor, maintain and supervise the collection procedures and testing protocols set forth in Addendum A hereto;
- (e) to establish uniform guidelines or requirements for Clubs’ Employee Assistance Programs (“EAPs”) as they relate to Major League Players and monitor the performance of all such EAPs as they relate to Major League Players;
- (f) to determine a Player’s placement on either the Clinical or Administrative Track as set forth herein;
- (g) to create, or participate in creating, individualized programs for Players on the Clinical or Administrative Track (“Treatment Programs”);
- (h) to monitor and supervise the progress of Players on Treatment Programs;

- (i) to review periodically the operation of the Program and, upon majority agreement of the HPAC members, make recommendations to the Office of the Commissioner and the Association for appropriate amendments; and
- (j) to take any and all other reasonable actions necessary to ensure the proper administration of the Program.

2. HPAC may make recommendations to the Office of the Commissioner with respect to any contemplated discipline of Players for violations of this Program. Notwithstanding the foregoing, other than with respect to its responsibility to determine the appropriate placement of Players on the Clinical or Administrative Track, HPAC shall have no authority to discipline players for violations of this Program and no authority to investigate or make findings with respect to possible violations of this Program. All such authority shall repose in the Office of the Commissioner.

2. DRUGS OF ABUSE AND STEROIDS

All Players shall be prohibited from using, possessing, selling, facilitating the sale of, distributing, or facilitating the distribution of any Drug of Abuse and/or Steroid (collectively referred to as “Prohibited Substances”).

A. Drugs of Abuse

Any and all drugs or substances included on Schedule II of the Code of Federal Regulations’ Schedule of Controlled Substances (“Schedule II”), as amended from time to time, and all Schedule I drugs listed on Addendum C attached hereto, as amended from time to time, shall be considered Drugs of Abuse covered by the Program. The following substances and their analogs are covered by the Program, their Schedule classification notwithstanding:

1. Cocaine
2. LSD
3. Marijuana
4. Opiates (*e.g.*, Heroin, Codeine, Morphine)
5. MDMA (“Ecstasy”)
6. GHB
7. Phencyclidine (“PCP”)

B. Steroids

Any and all anabolic androgenic steroids covered by Schedule III of the Code of Federal Regulations' Schedule of Controlled Substances ("Schedule III"), as amended from time to time, shall be considered Steroids covered by the Program. Anabolic androgenic steroids that are not covered by Schedule III but that may not be lawfully obtained shall also be considered Steroids covered by the Program. The following is a non-exhaustive list of Steroids covered by the Program:

1. Boldenone
2. Chlorotestosterone (4-chlorotestosterone)
3. Clostebol
4. Dehydrochlormethyltestosterone
5. Dihydrotestosterone (4-dihydrotestosterone)
6. Drostanolone
7. Ethylestrenol
8. Fluxymesterone
9. Formebolone (formebolone)
10. Mesterolone
11. Methandienone
12. Methandranone
13. Methandriol
14. Methandrostenolone
15. Methenolone
16. Methyltestosterone
17. Mibolerone
18. Nandrolone
19. Norethandrolone
20. Oxandrolone
21. Oxymesterone
22. Oxymethelone
23. Stanolone
24. Stanozolol
25. Testolactone
26. Testosterone
27. Trenbolone

C. Adding Prohibited Substances to the Program

1. During the term of the Basic Agreement, Prohibited Substances may be added to this Section 2 only by the unanimous vote of HPAC, provided that the addition by the federal government of a substance to Schedule I (of the type of substance listed on Addendum C), II or III shall automatically result in that substance being added to this Section 2.

2. The parties further agree that they will encourage Congress to revisit the question whether androstenedione should be categorized as a Schedule III substance.

3. TESTING

A. Steroids

1. During the 2003 season (which shall include spring training but not include the post-season), all Players will be subject to two tests (one initial test and one follow-up test conducted not less than five and not more than seven days following the initial test) at unannounced times for the presence of Schedule III steroids (“Survey Testing”). In addition, the Office of the Commissioner shall have the right to conduct additional Survey Testing in 2003 in which up to 240 players, selected at random, may be tested.

2. If the results of the Survey Testing conducted in 2003 show that more than 5% of Players tested test positive for Steroids, all Players will be subject to two unannounced tests (an initial test and a follow-up test five to seven days later) for Steroids during the 2004 season (“Program Testing”). If a Player tests positive in the Program Testing, he shall immediately be placed on the Clinical Track and shall be subject to discipline for further violations. The Program Testing shall continue for each season until less than 2.5% of Players tested test positive for Steroids for two consecutive seasons combined.

3. If the results of the Survey Testing conducted in 2003 show that 5% or fewer of the Players tested test positive for Steroids, all Players will be subject to two unannounced Survey Tests (one initial test and one follow-up test conducted not less than five and not more than seven days following the initial test) for Steroids during the 2004 season. In

addition, the Office of the Commissioner shall have the right to conduct additional Survey Testing in 2004 in which up to 240 players, selected at random, may be tested. This Survey Testing shall continue in each season until more than 5% of the Players tested test positive for Steroids, in which case all Players will be subject to the Program Testing provided for in Section 3.A.2 above.

4. At the time the collector takes the initial sample, he shall inform the Player that the player should cease using any over-the-counter supplements for at least seven days. If the Player tests positive for a Steroid in the follow-up test, such test result may not be disputed on the ground that its result was based on the consumption of an over-the-counter supplement.

5. If, in either the Survey Testing or the Program Testing, a Player tests positive in the initial test for a Steroid and such positive test cannot be a result of the Player taking an over-the-counter supplement, the initial test shall be considered a positive result regardless of the outcome of the follow-up test.

6. In all seasons covered by the Basic Agreement, there will be a minimum of Survey Testing.

7. The Parties expressly acknowledge and agree that the provisions of Section 3.A.1-3 shall, in all events, not survive the expiration of the Basic Agreement.

B. Over-The-Counter Supplements

If during any year of Survey Testing or Program Testing, more than 10% of Players tested test positive during the initial test but negative during the follow-up test, HPAC shall make a recommendation to the Office of the Commissioner and the Association regarding the actions to be taken, if any, to address the use by Players of over-the-counter supplements; provided, however, that the recommendation shall be made only if it is unanimous. HPAC may, in its sole discretion, add designated over-the-counter supplements to the list of Prohibited Substances for which testing is conducted pursuant to Section 3.A.2 and 3.A.3 above.

C. Drugs of Abuse

Except as set forth in Section 3.D, Players shall not be subject to either Survey or Program Testing for the use of any Drug of Abuse.

D. Reasonable Cause Testing

1. In the event that any HPAC member has information that gives him/her reasonable cause to believe that a Player has, in the previous 12-month period, engaged in the use, possession, sale or distribution of a Prohibited Substance, such member shall immediately request a meeting (or conference call) to present such information to the other HPAC members. If HPAC agrees by a majority vote that such reasonable cause exists, the Player will be subject to immediate testing, to take place no later than 48 hours after such vote, in accordance with the Collection Procedures and Testing Protocols set forth in Addendum A hereto.

2. If HPAC's vote is evenly split as to whether reasonable cause exists, the Medical Representatives shall, within 24 hours of such vote, use their best efforts to appoint the Fifth Member to cast the deciding vote. The name of the Player involved shall not be disclosed to the Fifth Member.

E. Collection Procedures and Testing Protocols

All testing conducted pursuant to this Program shall be conducted in compliance with the Collection Procedures and Testing Protocols set forth in Addendum A hereto.

F. Positive Test Results

Any test conducted under the Program will be considered "positive" under the following circumstances:

1. If any substance identified in the test results meets the levels set forth in the Testing Protocols section of Addendum A hereto.

2. A Player refuses or, without good cause, fails to take a test pursuant to Section 3.A or 3.D, or refuses to cooperate with the testing process.

3. A Player attempts to substitute, dilute, mask or adulterate a specimen sample or in any other manner alter a test.

The determination of whether a test is “positive” under Section 3.F.2 and 3.F.3 shall be made by HPAC.

G. Notification

HPAC shall immediately notify the Player and the Club’s Employee Assistance Professional of a Player’s positive result from a test conducted pursuant to Section 3.A.2.

4. CLINICAL AND ADMINISTRATIVE TRACKS

A. Clinical Track

1. Except as set forth in Section 4.B below, all Players who enter the Program shall be automatically placed on the Clinical Track.

2. A Player shall automatically be moved to the Administrative Track if he fails to comply with his Treatment Program by testing positive for a Steroid while on a Treatment Program.

3. A Player shall automatically be moved to the Administrative Track if he is convicted or pleads guilty (including a plea of *nolo contendere* or a similar plea, but not including an adjournment contemplating dismissal or a similar disposition) to the sale or use of (including a criminal charge of conspiracy or attempt to possess, use or distribute) any Prohibited Substance. Such Player shall also be subject to immediate discipline.

4. In all other events, HPAC shall have the discretion to transfer a Player from the Clinical Track to the Administrative Track. The parties agree, however, that HPAC shall not move a Player to the Administrative Track solely on the basis that the Player is in an in-patient treatment program.

5. The parties agree that the act of transferring a Player from the Clinical to the Administrative Track shall not be considered discipline. The parties further agree that a Player may be subject to immediate discipline at the time he is transferred from the Clinical to the Administrative Track.

B. Administrative Track

A Player shall be automatically placed on the Administrative Track if:

1. HPAC determines that Player has failed to cooperate in his Initial Evaluation (as defined in Section 6.A.1 below). If HPAC fails to reach a majority vote on whether a Player has failed to cooperate, the Fifth Member shall cast the deciding vote and shall base his/her determination on a “reasonable cause” standard and shall not be permitted to consider or rely upon past practice. If HPAC concludes that Player has failed to cooperate in his Initial Evaluation, Player shall be subject to immediate discipline; or

2. HPAC determines that Player has failed to cooperate in his Treatment Program (as defined in Section 6.B.1 below). If HPAC fails to reach a majority vote on whether a Player has failed to cooperate, the Fifth Member shall cast the deciding vote and shall base his/her determination on a “reasonable cause” standard and shall not be permitted to consider or rely upon past practice; or

3. Player is convicted or pleads guilty (including a plea of *nolo contendere* or a similar plea but not including an adjournment contemplating dismissal or a similar disposition) to the sale or use (including a criminal charge of conspiracy or attempt to possess, use or distribute) of any Prohibited Substance; or

4. Player participates in the sale or distribution of any Prohibited Substance.

HPAC shall notify the Club’s General Manager when a Player is moved to the Administrative Track.

C. Release

A Player shall be required to sign a release of Treatment Program history, attached hereto as Addendum B, when he is placed on the Administrative Track.

5. SALARY RETENTION

A player shall be entitled to salary retention, over the course of his career, for the first 30 days he is required, under a Treatment Program,

to be in inpatient treatment, or outpatient treatment necessitating his absence from the Club. A Player shall be entitled to ½ salary retention, over the course of his career, for the 31st through 60th days he is required, under a Treatment Program, to be in inpatient treatment, or outpatient treatment necessitating his absence from the Club. A Player shall not be entitled to salary retention, over the course of his career, for any period beyond the 60th day in the event he is required, under a Treatment Program or otherwise, to be in inpatient treatment or outpatient treatment necessitating his absence from the Club.

6. PLAYER EVALUATION

A. Initial Evaluation

1. A Player who is referred to HPAC shall receive an evaluation from HPAC's Medical Representatives (the "Initial Evaluation"). The purpose of the Initial Evaluation is to ascertain the type of Treatment Program that, in the opinion of the Medical Representatives, would be most effective for the Player involved. The Initial Evaluation shall include at least one meeting between the Player and one or both of the Medical Representative(s). After the first meeting, the Medical Representative(s) may determine that additional meetings and/or a medical examination, including a toxicology examination, is necessary to complete the Initial Evaluation.

2. A Player who is on the Administrative Track shall be required to sign a release (in the form attached hereto as Addendum B).

B. Treatment Program

After concluding the Initial Evaluation and consulting with the other HPAC members, the Medical Representatives shall prescribe a Treatment Program for the Player. In devising the Treatment Program, the Medical Representatives may consult with other treating physicians or experts in the field and, unless HPAC decides otherwise, may not divulge the Player's name. The Treatment Program may include any or all of the following: counseling, inpatient treatment, outpatient treatment and follow-up testing. The Medical Representatives must inform the Player of the initial duration of the Treatment Program. During the course of the Player's Treatment Program, the Medical Representatives

may change the duration (either longer or shorter) and the scope of the Treatment Program, depending on the Player's progress. The Treatment Program may, upon determination by the Medical Representatives, be administered by someone other than the Medical Representatives (including a Club's EAP and/or physician), but the Medical Representatives shall maintain overall supervision of the Program and receive regular updates on the Player's progress from the treating professionals to whom administration of the Treatment Program may have been delegated.

7. CONFIDENTIALITY OF EVALUATIONS AND TREATMENT PROGRAMS

The confidentiality of the Player's participation in the Program is essential to the Program's success. Except as provided in Section 8, the Office of the Commissioner, the Association, HPAC, Club personnel, and all of their members, affiliates, agents, consultants and employees, are prohibited from publicly disclosing information about the Player's test results, Initial Evaluation, diagnosis, Treatment Program (including whether a Player is on either the Clinical or Administrative Track), prognosis or compliance with the Program.

8. DISCLOSURE OF PLAYER INFORMATION

A. Disclosure of Information

1. A Club whose Player is on the Clinical Track is prohibited from disclosing any information regarding a Player's participation in the Program to either the public, the media or other Clubs. Notwithstanding this prohibition, a Club is permitted to discuss a Player's Treatment Program progress with another Club that is interested in acquiring such Player's contract if the Club receives the Player's prior written consent and release of Treatment Program history (in the form attached hereto as Addendum B).

2. Any and all information relating to an Administrative Track Player's involvement in a Treatment Program, including but not limited to the fact or the results of any Prohibited Substance testing to which the Player may be subject, the details of his Treatment Program and his progress thereunder, and any disciplinary fines imposed upon

the Player by the Commissioner shall remain strictly confidential. Notwithstanding the foregoing, if the Player is suspended by the Commissioner, pursuant to Section 9 below, the suspension shall be entered in the Baseball Information System as a suspension for a specified number of days for a violation of this Program, and the only public comment from the Club or the Office of the Commissioner shall be that the Player was suspended for a specified number of days for a violation of this Program. In addition, HPAC may, without the suspended Player's consent, disclose the Player's status on the Administrative Track and the reason for any discipline imposed on the Player to the General Manager of the Player's Club, who shall keep such information confidential, except that the General Manager, and only he, may disclose such information to the General Manager of a Club that has expressed an interest in acquiring such Player's contract via assignment.

B. Method of Providing Information

Any information authorized to be provided to General Managers pursuant to this Section 8 shall be provided either in person or by conference call, provided that at least one HPAC member representing each Party is in attendance or on the call.

9. DISCIPLINE

A. Player Fails to Comply with Treatment Program

1. If HPAC determines by majority vote (or by a Fifth Member vote, if necessary) that a Player has failed to comply with his Treatment Program, and if the Player is either already on the Administrative Track or, as a result of such failure to comply, is placed on the Administrative Track, that information shall be disclosed to the Commissioner and the Player shall be subject to the following discipline by the Commissioner:

- (a) First failure to comply (including failure to comply resulting in placement on Administrative Track): at least a 15-day, but no more than a 25-day, suspension or up to a \$10,000 fine;

- (b) Second failure to comply: at least a 25-day, but no more than a 50-day, suspension or up to a \$25,000 fine;
- (c) Third failure to comply: at least a 50-day, but not more than a 75-day, suspension or up to a \$50,000 fine;
- (d) Fourth failure to comply: at least a one-year suspension or up to a \$100,000 fine.
- (e) Any subsequent failure to comply by a Player shall result in the Commissioner imposing further discipline on the Player. The level of the discipline will be determined consistent with the concept of progressive discipline.

2. All suspensions shall be without pay.

3. The parties agree that any disputes regarding the fact of a Player's failure to comply with his Treatment Program and/or the level of discipline within the above-stated ranges for such failure to comply shall be subject to the Basic Agreement's Article XI.B grievance procedures.

B. Player Tests Positive for Steroid

- 1. First Positive Test Result: Player placed on the Clinical Track;
- 2. Second Positive Test Result: a 15-day suspension or up to a \$10,000 fine;
- 3. Third Positive Test Result: a 25-day suspension or up to a \$25,000 fine;
- 4. Fourth Positive Test Result: a 50-day suspension or up to a \$50,000 fine;
- 5. Fifth Positive Test Result: a one-year suspension or up to a \$100,000 fine.
- 6. All suspensions shall be without pay.

C. Conviction for the Use of Prohibited Substance

A player who is convicted or pleads guilty (including a plea of *nolo contendere* or similar plea but not including an adjournment contemplating dismissal or a similar disposition) to the use of any Prohibited

Substance (including a criminal charge of conspiracy or attempt to possess or use) shall be subject to the following discipline:

1. For a first offense: a 15-day, but no more than a 30-day, suspension or up to a \$10,000 fine;
2. For a second offense: a 30-day, but not more than a 90-day, suspension or up to a \$50,000 fine;
3. For a third offense: a one-year suspension or up to a \$100,000 fine;
4. For a fourth offense: a two-year suspension; and
5. Any subsequent offense by a Player shall result in the Commissioner imposing further discipline on the Player. The level of the discipline will be determined consistent with the concept of progressive discipline.

D. Participation in the Sale or Distribution of a Prohibited Substance

A Player who participates in the sale or distribution of a Prohibited Substance shall be subject to the following discipline:

1. For a first offense: at least a 60-day, but no more than a 90-day, suspension and up to a \$100,000 fine; and
2. For a second offense: a two-year suspension.

Any subsequent offense by a Player shall result in the Commissioner imposing further discipline on the Player. The level of the discipline will be determined consistent with the concept of progressive discipline.

E. Marijuana

A Player on the Administrative Track for the use or possession of marijuana shall not be subject to suspension. The Player will be subject to fines, which shall be progressive and which shall not exceed \$15,000. Notwithstanding the foregoing, a Player who participates in the sale or distribution (as those terms are used in the criminal code) of marijuana will be subject to the discipline set forth in Sections 9.C or 9.D above.

10. COSTS OF THE PROGRAM

Any costs for the treatment and testing of Players on either the Clinical Track or the Administrative Track, which are not covered by the Major League Baseball Players Benefit Plan (“Plan”), shall be borne by the Club then holding title to the Player’s contract. A Club that has unconditionally released a Player who is on a Treatment Program shall be responsible for any costs of such Program that are not covered by the Plan through the season in which the Player was released. The costs of the Survey Testing and any Program Testing shall be borne by the Office of the Commissioner. Notwithstanding the foregoing, it is expressly agreed that the Testing Facility utilized in the Program shall be jointly selected by the Parties and, upon selection, shall be equally responsible to each of the Parties in the conduct of its affairs. All other costs relating to HPAC shall be shared by the Office of the Commissioner and the Association in proportion to each Party’s exercise of HPAC responsibilities.

ADDENDUM A

COLLECTION PROCEDURES

All Collectors must adhere to the following collection procedures:

1. The Collector, who will be male, will be provided with a master list of all Players to be tested, along with an identifying number. The Player will provide photo identification to the Collector. If the Player does not have photo ID, Collector will indicate this on the Group Collection Log and have a Club representative (*e.g.*, a trainer, or coach) positively identify Player.

2. After identification, if the collection is for Survey Testing, the Collector will invite the Player to affix the assigned identifying number to the specimen vial. Prior to observing the Player provide the urine specimen, the Collector will explain to the Player why the number is being affixed, as follows:

- (i) The test is being taken as part of a survey only, and is without any disciplinary consequences;
- (ii) The survey requires two tests of the same Player, in order to rule out positives attributable to legal nutritional substances only, and this is the first of those two tests; the second will be administered in 5 to 7 days;
- (iii) The collector must tell the donor the following: **“You must refrain from taking any nutritional supplements until after the second test is conducted”**;
- (iv) At the conclusion of any Survey Test, and after the results of all tests have been calculated, all test results, including any identifying characteristics, will be destroyed in a process jointly supervised by the Office of the Commissioner and the Association.

After identification, if the collection is not for Survey Testing, the Player must sign the Group Collection Log. The Collector will enter Player’s social security number in the Donor Information box on the Chain of Custody.

3. The Player will then provide a urine specimen. The Player, not the Collector, must carry the sample to the processing table. The Collector must not handle the specimen at all until required to pour it into the “A” and “B” bottles. A minimum of 60 ml of urine must be collected. If 60 ml urine is not collected, the Collector should call the testing facility for further instructions but after the Player has been given a reasonable time to provide an additional specimen. The Player may not leave the place of testing without giving a specimen unless authorized to do so by the Collector, after consultation with the testing facility.

4. The Collector should measure the temperature of the urine within four minutes of collection, and determine if it is within the normal range (90° to 100° F).

- A. If the temperature is normal, the Collector should check the “Yes” box.
- B. If the temperature is not within normal range, the “NO” box should be checked and the temperature should be entered in the adjacent space. Process the sample as you would a normal specimen. **Note: Problem Collection Log must be completed.**

5. Collector pours sample from disposable specimen cup into specimen bottles. Collector must tell the donor the following:

“Reserve a Small Amount in the Cup.”

Collector shall split this specimen as follows: 45 ml in “A” bottle and 15 ml in “B” bottle. Note: If less than 60 ml is collected, discard the entire specimen in the donor’s presence. Begin again with another sealed kit in order to collect the 60 ml. **Note: Problem Collection Log must be completed.**

Collector must tell the donor the following:

“You must watch me as I pour the sample into the bottles and seal them.”

6. Place bottle caps on specimen bottles. Ensure that caps are on tight to prevent leakage.

7. Complete the *bottle custody seals* for the “A” and “B” samples as follows:

Ask the donor to verify that the specimen ID numbers on the top right side of the chain-of-custody form match those on the security seals.

8. Peel the back off the bottle custody seals and place over the bottle caps and down the sides of the bottles.

9. Have donor initial and date the security seal.

10. Check the specific gravity of the urine remaining in the cup, and record the findings on the chain of custody. Specific Gravity must be 1.010 or higher.

11. If the specimen does not meet these standards, it will be processed anyway and the donor shall be required to provide additional specimens until these requirements are met. **ONLY THE SAMPLE MEETING THESE REQUIREMENTS WILL BE SENT FOR TESTING ALONG WITH THE FIRST SAMPLE.** Collector shall make a notation on Problem Collection Log.

12. Read the Donor Certification statement aloud to the donor, in the DONOR AFFIDAVIT section of the Chain-of-Custody form:

“I certify that the specimen(s) sealed with the above specimen ID number was provided by me on this date and the specimen(s) has not been altered.”

13. After Collector has read this statement to the donor, player must sign and date form.

14. Collector shall read and sign the COLLECTOR AFFIDAVIT (bottom of page). Collector shall print his name, date of collection and time of collection.

15. Collector shall ask the donor if he has taken any medications or prescriptions within the last 30 days and, if so, will enter such information in the “MEDICATIONS” section. The donor will be informed that he is not required to provide this information.

16. Place specimen bottles in the front pocket and copy 2 of the Chain-of-Custody form inside the rear pocket of the specimen bag.

17. Initial and date the bag custody seal.
18. Place the seal over the sealed “flap” of the bag.
19. Give copy to the donor.
20. Store specimen in locked or secure storage until pickup. In the event of a weekend collection and the sample cannot be sent until Monday, the specimen should be stored in a refrigerated, locked area.

TESTING PROTOCOLS

Drugs of Abuse

Drugs	Initial Test Level (ng/mL)	Confirmation Test Level
Ethanol (Alcohol)	0.02%	0.02%
Cocaine Metabolites	300	150
Opiates/Metabolites	2000	2000
Phencyclidine (PCP)	25	25
Cannabinoids	50	15

Steroids

A test will be considered positive if any Steroid as defined in Section 2.B of the Program is present.

ADDENDUM B

ADMINISTRATIVE TRACK (Clinical Track where player has given prior written authorization (see attached copy))

AUTHORIZATION FOR THE RELEASE OF TREATMENT HISTORY

Pursuant to Major League Baseball's Joint Drug Prevention and Treatment Program (the "Program"), I, _____, hereby authorize _____, the Employee Assistance Professional ("EAP") or physician of the _____ [Club], and/or the Medical Representatives of the Health Policy Advisory Committee to furnish all relevant medical information relating to or stemming from my tenure on the Administrative Track, as that term is defined in the Program, only to the EAP Director, physician and General Manager of my Club and the General Manager of any Club that has expressed an interest in acquiring my contract (the "Acquiring Club").

It is my understanding that any and all information and/or documentation that is provided to the EAP, physician and General Manager of an Acquiring Club pursuant to this release will not be discussed or disclosed to any other individual, including any individual employed by or associated with _____ [Acquiring Club].

Signature of Witness

Signature of Player

Printed Name of Witness

Printed Name of Player

Date of Signature

Date of Signature

CLINICAL TRACK

AUTHORIZATION FOR THE RELEASE OF TREATMENT HISTORY

Pursuant to Major League Baseball's Joint Drug Prevention and Treatment Program (the "Program"), I, _____, hereby authorize _____, the Employee Assistance Professional ("EAP") or physician of the _____ (the "Club") and/or the Medical Representatives of the Health Policy Advisory Committee to furnish all relevant medical information relating to or stemming from my tenure on the Clinical Track, as that term is defined in the Program, to the EAP or physician of _____, the Major League Club that has acquired or may acquire my services as a professional baseball player (the "Acquiring Club").

It is my understanding that any and all information and/or documentation that is provided to the EAP of the Acquiring Club will not be discussed or disclosed to any other individual employed by or associated with _____ [Acquiring Club].

Signature of Witness

Signature of Player

Printed Name of Witness

Printed Name of Player

Date of Signature

Date of Signature

Addendum C

<u>Substance Name</u>	<u>DEA Number</u>
Acetyl-alpha-methylfentanyl (N-[1-(1- methyl 1-2-phenethyl)-4- piperidiny] -N-] phenylacetamide)	9815
Acetylmethadol	9601
Allylprodine	9602
Alphacetylmethadol (except levo-alphacetylmethadol also known as levo-alpha-acetylmethadol, levomethadyl acetate, or LAAM)	9603
Alphameprodine	9604
Alphamethadol	9605
Alpha-methylfentanyl (N-[1-(alpha -methyl-beta-phenyl) ethyl-4-piperidyl] propionanilide; 1-(1-methyl-2-phenylethyl)-4-(N-propanilido) piperidine)	9814
Alpha-methylthiofentanyl (N-[1-methyl-2-(2-thienyl)ethyl-4-piperidiny] -N-] phenylpropanamide)	9832
Benzethidine	9606
Betacetylmethadol	9607
Beta-hydroxyfentanyl (N-[1-(2-hydroxy-2-phenethyl)-4-piperidiny] -N-] phenylpropanamide)	9830
Beta-hydroxy-3-methylfentanyl (other name: N-[1-(2-hydroxy-2-phenethyl)-3-methyl-4-piperidiny] -N-] phenylpropanamide)	9831
Betameprodine	9608
Betamethadol	9609
Betaprodine	9611
Clonitazene	9612
Dextromoramide	9613
Diampromide	9615
Diethylthiambutene	9616
Difenoxin	9168
Dimenoxadol	9617
Dimepheptanol	9618
Dimethylthiambutene	9619
Dioxaphetyl butyrate	9621
Dipipanone	9622
Ethylmethylthiambutene	9623

Etonitazene	9624
Etoxidine	9625
Furethidine	9626
Hydroxypethidine	9627
Ketobemidone	9628
Levomoramide	9629
Levophenacymorphan	9631
3-Methylfentanyl (N-[3-methyl-1-(2-phenylethyl)-4-piperidyl]-N-phenylpropanamide)	9813
3-methylthiofentanyl (N-[(3-methyl-1-(2-thienyl)ethyl-4-piperidiny] -N-phenylpropanamide)	9833
Morpheridine	9632
MPPP (1-methyl-4-phenyl-4-propionoxypiperidine)	9661
Noracymethadol	9633
Norlevorphanol	9634
Normethadone	9635
Norpipanone	9636
Para-fluorofentanyl (N-(4-fluorophenyl)-N-[1-(2-phenethyl)-4-piperidiny] propanamide	9812
PEPAP (1-(-2-phenethyl)-4-phenyl-4-acetoxypiperidine	9663
Phenadoxone	9637
Phenampramide	9638
Phenomorphane	9647
Phenoperidine	9641
Piritramide	9642
Proheptazine	9643
Propoperidine	9644
Propiram	9649
Racemoramide	9645
Thiofentanyl (N-phenyl-N-[1-(2-thienyl)ethyl-4-piperidiny] -propanamide	9835
Tilidine	9750
Trimeperidine	9646
Acetorphine	9319
Acetyldihydrocodeine	9051
Benzylmorphine	9052
Codeine methylbromide	9070
Codeine-N-Oxide	9053

Cyprenorphine	9054
Desomorphine	9055
Dihydromorphine	9145
Drotebanol	9335
Etorphine (except hydrochloride salt)	9056
Heroin	9200
Hydromorphanol	9301
Methyl-desorphine	9302
Methyldihydromorphine	9304
Morphine methylbromide	9305
Morphine methylsulfonate	9306
Morphine-N-Oxide	9307
Myrophine	9308
Nicocodeine	9309
Nicomorphine	9312
Normorphine	9313
Pholcodine	9314
Thebacon	9315
Alpha-ethyltryptamine	7249
Some trade or other names: etryptamine; Monase; [alpha]-ethyl-1H-indole-3-ethanamine; 3-(2-aminobutyl) indole; [alpha]-ET; and AET.	
4-bromo-2,5-dimethoxy-amphetamine	7391
Some trade or other names: 4-bromo-2,5-dimethoxy- [alpha]-methylphenethylamine; 4-bromo-2,5-DMA	
4-Bromo-2,5-dimethoxyphenethylamine	7392
Some trade or other names: 2-[4-bromo-2, 5-dimethoxyphenyl]-1-aminoethane; alpha-desmethyl DOB; 2C-B, Nexus.	
2,5-dimethoxyamphetamine	7396
Some trade or other names: 2,5-dimethoxy-[alpha]- methylphenethylamine; 2,5-DMA	
2,5-dimethoxy-4-ethylamphetamine	7399
Some trade or other names: DOET	
4-methoxyamphetamine	7411
Some trade or other names: 4-methoxy-[alpha] -methylphenethylamine; paramethoxyamphetamine, PMA	

5-methoxy-3,4-methylenedioxy-amphetamine	7401
4-methyl-2,5-dimethoxy-amphetamine	7395
Some trade and other names: 4-methyl-2,5-dimethoxy- [alpha]-methylphenethylamine; "DOM"; and "STP"	
3,4-methylenedioxy amphetamine	7400
3,4-methylenedioxymethamphetamine (MDMA)	7405
3,4-methylenedioxy-N-ethylamphetamine (also known as N-ethyl-alpha-methyl-3,4(methylenedioxy)phenethylamine, N-ethyl MDA, MDE, MDEA	7404
N-hydroxy-3,4-methylenedioxyamphetamine (also known as N-hydroxy-alpha-methyl-3,4(methylenedioxy) phenethylamine, and N-hydroxy MDA	7402
3,4,5-trimethoxy amphetamine	7390
Bufotenine	7433
Some trade and other names: 3-([beta]- Dimethylaminoethyl)-5-hydroxyindole; 3-(2-dimethylaminoethyl)-5-indolol; N,N-dimethylserotonin; 5-hydroxy-N,N-dimethyltryptamine; mappine	
Diethyltryptamine	7434
Some trade and other names: N,N-Diethyltryptamine; DET	
Dimethyltryptamine	7435
Some trade or other names: DMT	
Ibogaine	7260
Some trade and other names: 7-Ethyl-6,6 [beta], 7,8,9,10,12,13-octahydro-2-methoxy-6,9-methano- 5H-pyrido [1', 2':1,2] azepino 5,4-b indole; Tabernanthe iboga	
Lysergic acid diethylamide	7315
Marihuana	7360
Mescaline	7381
Parahexyl -- 7374; some trade or other names: 3-Hexyl-1- hydroxy- 7,8,9,10-tetrahydro-6,6,9-trimethyl-6H-dibenzo [b,d] pyran; Synhexyl.	
Peyote	7415
Meaning all parts of the plant presently classified botanically as <i>Lophophora williamsii</i> Lemaire, whether growing or not, the seeds thereof, any extract from any part of such plant,	

and every compound, manufacture, salts, derivative, mixture, or preparation of such plant, its seeds or extracts (Interprets 21 USC 812 (c), Schedule I(c) (12))	
N-ethyl-3-piperidyl benzilate	7482
N-methyl-3-piperidyl benzilate	7484
Psilocybin	7437
Psilocyn	7438
Tetrahydrocannabinols	7370
Meaning tetrahydrocannabinols naturally contained in a plant of the genus Cannabis (cannabis plant), as well as synthetic equivalents of the substances contained in the cannabis plant, or in the resinous extractives of such plant and/or synthetic substances, derivatives, and their isomers with similar chemical structure and pharmacological activity to those substances contained in the plant, such as the following:	
1 cis or trans tetrahydrocannabinol, and their optical isomers	
6 cis or trans tetrahydrocannabinol, and their optical isomers	
3,4 cis or trans tetrahydrocannabinol, and its optical isomers	
(Since nomenclature of these substances is not internationally standardized, compounds of these structures, regardless of numerical designation of atomic positions covered.)	
Ethylamine analog of phencyclidine	7455
Some trade or other names: N-ethyl-1-phenylcyclohexylamine, (1-phenylcyclohexyl)ethylamine, N-(1-phenylcyclohexyl) ethylamine, cyclohexamine, PCE	
Pyrrolidine analog of phencyclidine	7458
Some trade or other names: 1-(1-phenylcyclohexyl)-pyrrolidine, PCPy, PHP	
Thiophene analog of phencyclidine	7470
Some trade or other names: 1-[1-(2-thienyl)-cyclohexyl]-piperidine, 2-thienyl analog of phencyclidine, TPCP, TCP	
1-[1-(2-thienyl)cyclohexyl] pyrrolidine	7473
Some other names: TCPy	

gamma-hydroxybutyric acid (some other names include GHB; gamma-hydroxybutyrate; 4-hydroxybutyrate; 4-hydroxybutanoic acid; sodium oxybate; sodium oxybutyrate)	2010
Mecloqualone	2572
Methaqualone	2565
N-[1-benzyl-4-piperidyl]-N-phenylpropanamide (benzylfentanyl), its optical isomers, salts and salts of isomers	9818
N-[1-(2-thienyl)methyl-4-piperidyl]-N-phenylpropanamide (thethylfentanyl), its optical isomers, salts and salts of isomers	9834
N-benzylpiperazine (some other names: BZP; 1-benzylpiperazine), its optical isomers, salts and salts of isomers	7493
1-(3-trifluoromethylphenyl)piperazine (other name: TFMPP), its optical isomers, salts and salts of isomers	7494
2,5-dimethoxy-4-(n)-propylthiophenethylamine (2C-T-7), its optical isomers, salts and salts of isomers	7348