

**MAJOR LEAGUE BASEBALL'S
JOINT DRUG PREVENTION AND TREATMENT PROGRAM**

Major League Baseball's 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 Procedure of the Basic Agreement.

1. OVERSIGHT AND ADMINISTRATION

A. Health Policy Advisory Committee

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

2. 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.

3. 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 Section 2.D below, a majority decision shall govern. When a majority decision cannot be reached, the Party 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. Except as provided in Section 1.B.1 and 3.C.2 below, the Party Representatives shall, absent circumstances beyond their control, appoint the Fifth Member within 48 hours after being unable to reach a majority decision.

4. 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 select, retain or replace an entity or entities to collect and transmit urine samples to the laboratory;

(d) to select, retain or replace a laboratory to conduct the analysis required by this program;

(e) to select, retain or replace a “Medical Testing Officer” to advise on and resolve, when called upon, the scientific issues associated with the testing required by the Program;

(f) to determine the validity of newly-developed testing procedures for Prohibited Substances (see Section 2 below);

(g) 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;

(h) to determine a Player’s placement on either the Clinical or Administrative Track as set forth herein;

(i) to create, or participate in creating, individualized programs for Players (“Treatment Programs”), when appropriate; and

(j) to monitor and supervise the progress of Players on Treatment Programs.

5. 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, other than as specifically set forth in this Agreement, 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.

B. Independent Program Administrator

1. The Parties shall jointly select an individual to serve as the Independent Program Administrator. Such individual shall have no affiliation with the Office of the Commissioner, any Major League Club or the Association. Either Party may remove the Independent Program Administrator by serving written notice on the Independent Program Administrator, with a copy to the other Party; provided, however, that the Independent Program Administrator shall continue to serve until a successor has been retained by the Parties, or for 30 days following receipt of notice of removal, whichever shall first occur. If the Parties are unable to retain a successor within 20 days of the notice of removal, the Party Representatives, absent circumstances beyond their control, shall select a Fifth Member of HPAC by 5:00 PM Eastern Time the next business day following the 20th day. The Fifth Member, in consultation with the Party Representatives, within 15 days of his or her appointment, shall select the successor Independent Program Administrator. The Fifth Member shall perform the functions of the Independent Program Administrator during any vacancy in the position prior to the retention of a successor Independent Program Administrator.

2. The Independent Program Administrator shall have the following duties and responsibilities:

(a) to administer the Program's testing requirements, from the scheduling of the collection of specimens to the reporting of test results to HPAC;

(b) to monitor, maintain and supervise the collection procedures, laboratory analysis and testing protocols set forth in Addendum A hereto;

(c) to review periodically the operation of the Program (including the functioning of the entity performing collections and of the laboratory) and make recommendations to the Parties for appropriate changes and/or amendments; and

(d) to take any and all other reasonable actions necessary to ensure the proper administration of the Program and confidentiality of Program records.

3. The Independent Program Administrator shall have no authority to discipline Players for violations of this Program. All such authority shall repose in the Office of the Commissioner. Other than with respect to determinations made under Sections 3.E.2, 3.E.3 and 3.G, the Independent Program Administrator shall have no authority to investigate or make findings with respect to possible violations of this Program.

4. Other than as expressly authorized by this Attachment 18, the Independent Program Administrator shall discuss the Program and its operation only with representatives of the Parties and HPAC.

2. DRUGS OF ABUSE, PERFORMANCE ENHANCING SUBSTANCES AND STIMULANTS

All Players shall be prohibited from using, possessing, selling, facilitating the sale of, distributing, or facilitating the distribution of any Drug of Abuse, Performance Enhancing Substance and/or Stimulant (collectively referred to as "Prohibited Substances").

A. Drugs of Abuse

Any and all drugs or substances included on Schedules I and II of the Code of Federal Regulations' Schedule of Controlled Substances ("Schedule I or Schedule II"), as amended from time to time, shall be considered Drugs of Abuse covered by the Program; provided, however, that the Drugs of Abuse defined as Stimulants in Section 2.C. below shall be treated as Stimulants rather than as Drugs of Abuse where expressly indicated in this Attachment 18. The following substances and their analogs are covered by the Program as Drugs of Abuse, their Schedule classification notwithstanding:

1. Cocaine
2. LSD
3. Marijuana
4. Opiates (e.g., Heroin, Codeine, Morphine)
5. MDMA ("Ecstasy")

6. GHB; and
7. Phencyclidine (“PCP”)

B. Performance Enhancing Substances

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 Performance Enhancing Substances covered by the Program. Anabolic androgenic steroids that are not covered by Schedule III but that may not be lawfully obtained or used in the United States (including “designer steroids”) shall also be considered Performance Enhancing Substances covered by the Program. The following is a non-exhaustive list of substances that shall be considered Performance Enhancing Substances covered by the Program:

1. Androstenediol
2. Androstenedione
3. Androstenediol
4. Androstenedione
5. Bolasterone
6. Boldenone
7. Calusterone
8. Clenbuterol
9. Clostebol
10. Dehydrochloromethyltestosterone
11. Desoxy-methyltestosterone
12. $\Delta 1$ -dihydrotestosterone
13. 4-dihydrotestosterone
14. Drostanolone
15. Ethylestrenol
16. Fluoxymesterone
17. Formebolone
18. Furazabol
19. 13a-ethyl-17a-hydroxygon-4-en-3-one
20. 4-hydroxytestosterone
21. 4-hydroxy-19-nortestosterone
22. Mestanolone
23. Mesterolone
24. Methandienone
25. Methandriol
26. Methenolone
27. Methyltestosterone
28. Mibolerone
29. 17a-methyl- $\Delta 1$ -dihydrotestosterone
30. Nandrolone
31. Norandrostenediol
32. Norandrostenedione
33. Norbolethone
34. Norclostebol
35. Norethandrolone

36. Oxandrolone
37. Oxymesterone
38. Oxymetholone
39. Stanozolol
40. Stenbolone
41. Testolactone
42. Testosterone
43. Tetrahydrogestrinone
44. Trenbolone
45. Any salt, ester or ether of a drug or substance listed above; and
46. Human Growth Hormone (“HGH”)

C. Stimulants

The following substances shall be considered Stimulants covered by the Program:

1. Amfepramone (Diethylpropion)
2. Amphetamine
3. Amphetaminil
4. Benzphetamine
5. Chloroamphetamine
6. Chlorphentermine
7. Clobenzorex
8. Clortermine
9. Dimethylamphetamine
10. Ephedrine
11. Ethylamphetamine
12. Famprofazone
13. Fencamfamine
14. Fenethylline
15. Fenfluramine
16. Fenproporex
17. Furfenorex
18. Mefenorex
19. Mesocarb
20. Mephentermine
21. Methylphenidate
22. Modafinil
23. Pemoline
24. Phenpentermine
25. Phentermine
26. Prolintane
27. Phendimetrazine (Phenmetrazine)
28. Propylhexedrine
29. Pyrovalerone; and
30. Selegiline

D. Adding Prohibited Substances to the Program

1. During the term of this Agreement, Prohibited Substances may be added to this Section 2 only by the unanimous vote of HPAC, except that the addition by the federal government of a substance to Schedule I, II or III shall automatically result in that substance being added to this Section 2, as a Drug of Abuse, Performance Enhancing Substance or Stimulant, as appropriate.

2. The Medical Testing Officer randomly selected 200 samples collected pursuant to Section 3.A.1 during the 2005 Testing Year for an additional screening for the presence of Erythropoietin ("EPO"). The Medical Testing Officer shall report the results of such testing, on an anonymous, aggregate basis, to the Party Representatives when such testing has been completed and the Parties shall then determine the appropriate treatment of EPO.

3. TESTING

A. Performance Enhancing Substances and Stimulants

1. In-Season Testing. During each championship season covered by this Agreement (which, for purposes of this Section only, shall commence with the first spring training voluntary reporting date and conclude with the final day of the post-season), all Players shall be tested for the presence of Performance Enhancing Substances and Stimulants as follows:

(a) Each Player shall be tested within five days of reporting to spring training. Collections under this Section 3.A.1(a) will be made in conjunction with the Clubs' spring training physicals, to the extent practicable for the collecting entity and taking into consideration the facilities utilized by the Club for its spring training physicals.

(b) All Players will be selected for an additional unannounced test on a randomly selected date.

2. Additional Random Testing. In addition to the testing conducted pursuant to Section 3.A.1 above, an additional 600 tests shall be conducted of randomly-selected Players at unannounced times for the presence of Performance Enhancing Substances and Stimulants. Of these additional tests, as many as 60 tests may be conducted at unannounced times during the off-season (i.e., the period not covered by the Section 3.A.1 definition of the championship season); provided, however, that any off-season tests shall only be for the presence of Performance Enhancing Substances.

3. Testing for Performance Enhancing Substances and Stimulants ordered by HPAC under Section 3.C below or as part of a Treatment Program established under Section 4.E below may be conducted on a continuing basis when determined by HPAC to be appropriate. Such tests, and the follow-up tests conducted pursuant to Section 5 below, shall not count against the number of tests permitted pursuant to Section 3.A.2 above.

4. Testing will be conducted only pursuant to a scientifically-validated urine test. Consistent with the terms of this Attachment 18, and unless otherwise specified, the schedule and timing of the testing shall be determined by the Independent Program Administrator. Each Player shall remain subject to additional tests regardless of the number of tests taken by the Player during any calendar year.

B. Drugs of Abuse

Except as set forth in Section 3.A or Section 5.B (as to Stimulants) or Section 3.C or Section 4.E, Players shall not be subject to testing for the use of any Drug of Abuse.

C. 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. Such meeting or conference call shall be held within 48 hours of such request. If HPAC agrees by a majority vote that such reasonable cause exists, the Player will be subject to immediate testing or a program of testing, to commence 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 Party Representatives shall, absent circumstances beyond their control, appoint, within 24 hours of such vote, the Fifth Member to cast the deciding vote. The Fifth Member shall cast that vote as soon as is practicable, but no later than 72 hours following his appointment. The name of the Player involved shall not be disclosed to the Fifth Member.

D. 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.

E. Positive Test Results

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

1. Except as set forth in Section 3.F, Section 3.G or Section 9.B below, 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.C, or otherwise engages in activity that prevents the collection of a specimen for testing as contemplated by this Attachment 18.
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.E.2 and 3.E.3 shall be made by the Independent Program Administrator. The presence of a diuretic or masking agent in a Player’s sample shall result in the Player being re-tested. The presence of a diuretic or masking agent in a Player’s sample shall be treated as a positive test result if the Independent Program Administrator determines that the Player intended to avoid detection of his use of a Prohibited Substance.

F. Multiple Disciplines for the Same Use

Players shall not be subjected to multiple disciplines as a result of the same use of a Prohibited Substance. Whenever a Player alleges that a positive test result under this Program is the result of the same use of a Prohibited Substance that produced a prior positive test result (under either this Program or Major League Baseball’s Minor League Drug Prevention and Treatment Program), HPAC shall refer the matter to the Medical Testing Officer for a determination as to whether, in the Medical Testing Officer’s opinion, the subsequent positive test result was from the same use. The Medical Testing Officer should treat the result as a distinct violation of this Attachment 18 only if the Medical Testing Officer concludes with reasonable certainty that the subsequent test result was not from the same use of a Prohibited Substance as the prior positive test result. (See Section 9.C.1(b) below).

G. Therapeutic Use Exemption

A urine sample which is found to contain a Prohibited Substance will not be deemed a positive test result when such sample was provided by a Player who was authorized to ingest the Prohibited Substance through a valid, medically appropriate prescription provided by a duly licensed physician. In the event the issuing physician is not a Club physician (or one designated by the Club to treat the Player), the Player, or upon his authorization the physician issuing the prescription, shall notify the Player’s Club Physician of the existence of the prescription prior to the sample being taken. To be “medically appropriate,” the Player must have a documented medical need under the standards accepted in the United States or Canada for the prescription in

the prescribed dosage. Whenever requested to do so by the Independent Program Administrator, the Player shall provide, or cause the issuing physician to provide, a copy of such documentation to the Independent Program Administrator. If the issuing physician is not duly licensed in the United States or Canada, the Independent Program Administrator shall make such a request. The Independent Program Administrator shall notify counsel for the Players Association of any request for documentation. Following his/her review of such documentation and, if approved by HPAC, consultation with an expert in the area covered by the prescription, the Independent Program Administrator shall determine whether the test result shall be deemed to be a positive test result pursuant to Section 3.E.1 above. If such a determination is made, the Independent Program Administrator shall report that determination to HPAC, and forward to HPAC the documentation received and all other material reviewed in reaching that determination. (See Section 9.C.1(c) below.)

H. Notification

The Independent Program Administrator shall notify HPAC immediately upon receipt of a positive test result. Subject to Sections 6, 7 and 9 below, HPAC shall immediately notify the Player and the Club of a Player's positive result from a test conducted pursuant to Section 3.A.

4. EVALUATION AND TREATMENT FOR DRUGS OF ABUSE

A. Track Placement

A Player who enters this Program as a result of the use or suspected use of a Drug of Abuse as defined in Section 2.A above (including Stimulants) shall be placed on either the Clinical Track or the Administrative Track, consistent with the terms of this Section 4.

B. Clinical Track

1. Except as set forth in Section 4.C below, all Players who enter the Program as a result of the use or suspected use of a Drug of Abuse shall be automatically placed on the Clinical Track.
2. A Player shall automatically be moved to the Administrative Track and be subject immediately to the discipline set forth in Section 8 below 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 possession or use of (including a criminal charge of conspiracy or attempt to possess or use) any Prohibited Substance or participates in the sale or distribution of any Prohibited Substance.
3. In all other events, HPAC shall have the discretion to transfer a Player from the Clinical Track to the Administrative Track. HPAC shall not move a Player to the Administrative Track solely on the basis that the Player is in an in-patient treatment program.

4. The act of transferring a Player from the Clinical to the Administrative Track shall not be considered discipline. A Player may be subject to immediate discipline at the time he is transferred from the Clinical to the Administrative Track.

C. Administrative Track

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

1. Subject to Section 9.C below, that Player tests positive under a test conducted pursuant to Section 3.A. or Section 3.C, above; or
2. HPAC determines that Player has failed to cooperate in his Initial Evaluation (as defined in Section 4.D below); or
3. HPAC determines that Player has failed to comply with his Treatment Program (as defined in Section 4.E below); or
4. Pursuant to Section 8 below, that Player is subject to discipline.

Other than in the case of a first positive test for a Stimulant, HPAC shall notify the Club's General Manager when a Player is placed on or moved to the Administrative Track.

D. Initial Evaluation

A Player who is referred to HPAC due to the use or suspected use of a Drug of Abuse shall receive an evaluation from HPAC's Medical Representatives (the "Initial Evaluation"). The purpose of the Initial Evaluation is to ascertain whether the Player shall enter the Program and, if so, 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.

If HPAC determines that a Player has failed to cooperate in his Initial Evaluation, the Player shall be subject to immediate discipline, as if the Player has violated a Treatment Program for the first time (see Section 8.A.1(a)). 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.

E. Treatment Program

After concluding the Initial Evaluation and consulting with the other HPAC members, the Medical Representatives shall determine whether the Player shall be placed in the Program. If

the Player is placed in the Program, 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.

If HPAC determines that a Player has failed to comply with his Treatment Program, the Player shall be subject to immediate discipline (see Section 8.A.1(a)). If HPAC fails to reach a majority vote on whether a Player has failed to comply with his Treatment Program, 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.

F. 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 one-half 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.

5. FOLLOW-UP TESTING

A Player who has tested positive, pursuant to a test administered under this Attachment 18, for a Performance Enhancing Substance or a Stimulant shall be subject to the following mandatory follow-up testing program, administered by the Independent Program Administrator:

- A. Performance Enhancing Substances – three unannounced tests over the 12 months following the test that resulted in the follow-up testing;
- B. Stimulants – six unannounced tests over the 12 months following the test that resulted in the follow-up testing.

Follow-up testing shall be in addition to any testing conducted pursuant to Section 3 above or, with regard to Stimulants, any testing ordered by HPAC pursuant to Section 4.E above as part of a Treatment Program. A positive test result from any follow-up test shall be treated as any other positive test result from a test conducted pursuant to Section 3.A above, including for disciplinary purposes. Follow-up testing shall be for the presence of Performance Enhancing Substances and Stimulants, and not for other Drugs of Abuse.

6. CONFIDENTIALITY

The confidentiality of the Players' participation in the Program is essential to the Program's success. To best ensure that confidentiality is protected in all aspects of the Program's operation, the Parties agree to the following confidentiality provisions:

A. Except as provided in Section 7 below, the Office of the Commissioner, the Association, HPAC, the Independent Program Administrator, the Medical Testing Officer, Club personnel, and all of their members, affiliates, agents, consultants and employees, are prohibited from publicly disclosing information about an individual Player's test results or testing history, Initial Evaluation, diagnosis, Treatment Program (including whether a Player is on either the Clinical or Administrative Track), prognosis or compliance with a Treatment Program. Notwithstanding the foregoing, nothing in this Section 6 or in Section 7 below would prohibit the Office of the Commissioner or the Association from providing a summary of the results of tests conducted pursuant to this Program (including the number of tests conducted and the number of positives broken down by Prohibited Substance) to a Congressional committee (or other legislative body with appropriate jurisdiction) requesting such information pursuant to a subpoena or other investigative effort, provided that the summary does not disclose the name(s) (or other identifying characteristics) of any particular Player(s).

B. Testing records shall be maintained in accordance with the procedures set forth in Addendum B.

C. For purposes of this Section 6, a "governmental investigation" shall mean any subpoena issued, warrant obtained, or other investigative effort employed by any governmental body (including a court acting at the request of a private party) with the intention of securing information relating to the drug test results of a particular Player or particular Players (as opposed to the summary information referenced in Section 6.A. above). Notwithstanding the foregoing, any such subpoena, warrant or other effort to secure information (i) that is supported by individualized probable cause regarding a particular Player or Players, and (ii) in which the evidence supporting such cause did not arise from the operation of this Program, and (iii) in which the information requested or obtained relates only to that particular Player or those particular Players shall not be considered a "governmental investigation" within the meaning of this Section 6. Moreover, a subpoena issued by a court at the request of a private party shall not be considered a "governmental investigation" unless a court has issued an order requiring compliance with the subpoena or otherwise requiring the disclosure of the drug test results of a particular Player or particular Players.

D. Either Party shall notify the other upon learning of a governmental investigation. Both Parties shall resist any governmental investigation by all reasonable and appropriate means including, when necessary, initiation and prosecution of legal proceedings. In addition, the Parties will also use all reasonable means to resist any effort by a private party to obtain confidential information about the testing program through civil litigation, including but not limited to the filing of a motion to quash in the appropriate court. The Parties shall divide equally the costs incurred in connection with such efforts to resist and shall confer as to other aspects of their efforts.

E. Unless the Parties agree otherwise, all testing pursuant to Sections 3.A.1 and 3.A.2 above shall be suspended immediately upon the Parties' learning of a governmental investigation. Such a suspension will remain in effect until the governmental investigation is withdrawn, or until the Parties have successfully resisted the governmental investigation at the trial court level, or until the Parties otherwise agree to resume testing. If the Parties have successfully resisted an investigation at the trial court level, and that decision thereafter is set aside by an appellate court, all testing pursuant to Section 3.A.1 and 3.A. 2 shall again be suspended. If a suspension is in place for 12 months consecutively, either Party may reopen this Attachment 18 by providing notice within 20 days thereafter. This Attachment 18 will remain in effect for 30 days after such notice to reopen is provided.

7. 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 to the release of his Treatment Program history.

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 8 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. If the Player has tested positive for a Prohibited Substance, the category of Prohibited Substance (i.e., Drug of Abuse, Performance Enhancing Substance or Stimulant) for which he tested positive may also be disclosed by the Office of the Commissioner. If the Player's

suspension is for a violation of Section 3.E.2 or 3.E.3, the Office of the Commissioner may so disclose.

In addition, other than in the case of a first positive test for a Stimulant, HPAC may, without a Player's consent, disclose the Player's status on the Administrative Track, including a Player's likely availability to his Club, and/or 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, and that General Manager also shall keep such information confidential.

3. Decisions of the Arbitration Panel, and the record of proceedings before the Panel in matters arising under this Attachment 18, shall not be disclosed by the Parties, other than to their respective constituents (and with instructions that prohibit further disclosure), unless the Parties agree or the Panel directs otherwise. (See also Section 9.C. below.)

4. Notwithstanding anything to the contrary in this Attachment 18, either Party may disclose publicly details of a Player's test results, testing history and/or the Player's challenge to discipline imposed pursuant to Section 8 below to the extent necessary to respond to any inaccurate or misleading claims by that Player that could undermine the integrity and/or credibility of the Program.

B. Method of Providing Information

Any information authorized to be provided to General Managers pursuant to this Section 7 shall be provided by HPAC or, if the Party Representatives agree, by the Independent Program Administrator.

8. 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-game but not more than a 25-game suspension;

- (b) Second failure to comply: at least a 25-game but not more than a 50-game suspension;
- (c) Third failure to comply: at least a 50-game but not more than a 75-game suspension;
- (d) Fourth failure to comply: at least a one-year suspension; and
- (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.

B. Player Tests Positive for a Performance Enhancing Substance

- 1. First positive test result: a 50-game suspension;
- 2. Second positive test result: a 100-game suspension; and
- 3. Third positive test result: permanent suspension from Major League and Minor League Baseball; provided, however, that a Player so suspended may apply, no earlier than one year following the imposition of the suspension, to the Commissioner for discretionary reinstatement after a minimum period of two years. The Commissioner shall hear any such reinstatement application within 30 days of its filing and shall issue his determination within 30 days of the closing of the application hearing. A Player may challenge the Commissioner's determination on such application under the Grievance Procedure set forth in Article XI and any such challenge may include a claim that a suspension beyond two years would not be for just cause; provided, however, that the Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 8.B.3 to a period of less than two years.

C. Player Tests Positive for a Stimulant

- 1. First positive test result: follow-up testing pursuant to Section 5 above;
- 2. Second positive test result: a 25-game suspension;
- 3. Third positive test result: an 80-game suspension; and
- 4. Fourth and subsequent positive test result: a suspension for just cause by the Commissioner, up to permanent suspension from Major League and Minor League Baseball, which penalty shall be subject to challenge before the Arbitration Panel.

D. Conviction for the Possession or 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 possession or 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: at least a 60-game but not more than an 80-game suspension, if the Prohibited Substance is a Performance Enhancing Substance, or at least a 15-game but not more than a 30-game suspension, if the Prohibited Substance is a Drug of Abuse (including a Stimulant);
2. For a second offense: at least a 120-game but not more than a one-year suspension, if the Prohibited Substance is a Performance Enhancing Substance, or at least a 30-game but not more than a 90-game suspension, if the Prohibited Substance is a Drug of Abuse (including a Stimulant);
3. For a third offense involving a Performance Enhancing Substance: permanent suspension from Major League and Minor League Baseball; provided, however, that a Player so suspended may apply, no earlier than one year following the imposition of the suspension, to the Commissioner for discretionary reinstatement after a minimum period of two years. The Commissioner shall hear any such reinstatement application within 30 days of its filing and shall issue his determination within 30 days of the closing of the application hearing. A Player may challenge the Commissioner's determination on such application under the Grievance Procedure set forth in Article XI and any such challenge may include a claim that a suspension beyond two years would not be for just cause; provided, however, that the Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 8.D.3 to a period of less than two years; and
4. If the Prohibited Substance is a Drug of Abuse (including a Stimulant), a third offense shall result in a one-year suspension, and any subsequent offense shall result in a suspension for just cause by the Commissioner, up to permanent suspension from Major League and Minor League Baseball, which penalty shall be subject to challenge before the Arbitration Panel.

E. 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 an 80-game but not more than a 100-game suspension, if the Prohibited Substance is a Performance Enhancing Substance, or at least a 60-game but not more than a 90-game suspension, if the Prohibited Substance is a Drug of Abuse (including a Stimulant);

2. For a second offense involving a Performance Enhancing Substance: permanent suspension from Major League and Minor League Baseball; provided, however, that a Player so suspended may apply, no earlier than one year following the imposition of the suspension, to the Commissioner for discretionary reinstatement after a minimum period of two years. The Commissioner shall hear any such reinstatement application within 30 days of its filing and shall issue his determination within 30 days of the closing of the application hearing. A Player may challenge the Commissioner's determination on such application under the Grievance Procedure set forth in Article XI and any such challenge may include a claim that a suspension beyond two years would not be for just cause; provided, however, that the Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 8.E.2 to a period of less than two years; and

3. If the Prohibited Substance is a Drug of Abuse (including a Stimulant), a second offense shall result in a two-year suspension, and any subsequent offense shall result in disciplinary action for just cause by the Commissioner, up to permanent suspension from Major League and Minor League Baseball, which penalty shall be subject to challenge before the Arbitration Panel.

F. 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 \$25,000 for any particular violation. 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 Section 8.E above.

G. Transition

For purposes of the penalties in Sections 8.B and 8.C above, a positive test result reported prior to the first 2006 spring training voluntary reporting date shall not be considered in determining the number of times that a Player has tested positive under the Program.

H. Suspensions

1. For purposes of this Section 8, a "game" shall include all championship season games, the All-Star Game and post-season games in which the Player would have been eligible to play, but shall not include spring training games. For a Player whose contract has been assigned to the Minor Leagues, a "game" shall include all Minor League regular season games for which he would have been eligible to play. A Player shall be deemed to have been eligible to play in the All-Star Game if he was elected or selected to play; the Office of the Commissioner shall not exclude a Player from eligibility for election or selection because he is suspended under this Attachment 18. A Player shall be deemed to have been eligible for a post-season game if he was on the Club's active roster (as that term is used in Section XV(E)(1)) immediately preceding

his suspension; a Player on a Club's Disabled List immediately preceding his suspension shall be deemed to have been eligible for a post-season game if it is reasonable to conclude that he would have been eligible but for his suspension. A Player whose suspension begins during (or extends into) the off-season shall begin (or resume) serving his suspension with the next "game" for which he otherwise would have been eligible to play.

2. All suspensions imposed pursuant to this Section 8 shall be without pay. The number of days of pay a Player shall lose while suspended shall equal the number of games (including the All-Star Game but excluding post-season games) for which he is suspended, regardless of the number of days that he is on the Restricted List as a result of the suspension. (In addition, a Player whose suspension includes a majority of his Club's post-season games and who, by operation of Major League Rule 45(b)(3), would be entitled to a full share of the Players' Pool created pursuant to Article X, shall have his share reduced by the proportion of his Club's regular season games he missed due to the suspension.) During the term of his suspension, a Player may consent to an assignment to a Minor League affiliate of his Club under the terms of Article XIX(C)(1) and (3), except as modified above with respect to salary and except that such assignment shall not exceed five (5) days (eight (8) days for pitchers) for a Player suspended for a period of 25 games or less, and shall not exceed ten (10) days (16 days for pitchers) for a Player suspended for a period of between 26 and 50 games.

I. Placement on and Reinstatement from Restricted List

A Player shall be placed on the Restricted List during the term of any suspension imposed under this Section 8. Notwithstanding Major League Rule 16(a), a Player suspended under this Section 8 shall be reinstated from the Restricted List immediately at the conclusion of the specified period of ineligibility.

J. Completion of Minor League Discipline

A Player suspended under Major League Baseball's Minor League Drug Prevention and Treatment Program ("Minor League Program") who is selected to or otherwise placed on a 40-man roster before such suspension is complete shall be suspended at the Major League level for the lesser of: (a) the remainder of the suspension imposed under the Minor League Program or (b) the difference between the maximum penalty that could have been imposed under this Attachment 18 (had each of the Player's violations occurred while he was on a 40-man roster) and the number of games already served by the Player at the Minor League level. Except as provided in the preceding sentence, a violation of the Minor League Program shall not be considered as a violation of this Attachment 18 for any purpose under this Section 8.

K. Multiple Substances

1. If a single sample is positive (within the meaning of Section 3.E.1) for both a Performance Enhancing Substance and a Drug of Abuse (including a Stimulant), the Player shall serve the longer applicable suspension only. In the event of any subsequent positive test result for either a Performance Enhancing Substance or a Drug of Abuse (including a Stimulant),

however, the Player shall be treated as if he has been disciplined for both positive tests separately.

2. A Player who violates Section 3.E.2 shall be considered to have tested positive for the category of Prohibited Substance that, given his testing history, will result in the longest suspension. A violation of Section 3.E.2 shall be considered a prior offense only if the Player subsequently tests positive for that category of Prohibited Substance.

3. A Player who violates Section 3.E.3 shall be considered to have tested positive for the category of Prohibited Substance that, given his testing history, will result in the longest suspension. Such a violation shall be considered a prior offense only if the Player subsequently tests positive for that category of Prohibited Substance. Notwithstanding the preceding sentence, if the Player can demonstrate by clear and convincing evidence that his conduct was not related to the category of Prohibited Substance for which he was considered to have tested positive, he shall be considered to have tested positive for the category of Prohibited Substance for the use of which he was attempting to avoid detection. Such a violation shall be considered a prior offense only if the Player subsequently tests positive for the category of Prohibited Substance for the use of which the Player was attempting to avoid detection. If a Player demonstrates that he was attempting to avoid detection of a Stimulant, and he has never previously tested positive for a Stimulant, he shall be suspended for 25 games, but he shall be considered to have only one prior offense should he subsequently test positive for a Stimulant.

9. APPEALS

A. Arbitration Panel Review

Any determination that a Player has violated Attachment 18 (including but not limited to any determination that a Player tested “positive” under Section 3.E, 3.F or 3.G above) is subject to review by the Arbitration Panel. Any dispute regarding the level of discipline within the ranges set forth in Section 8 is also subject to review by the Arbitration Panel and any such review shall include whether the level of discipline imposed was supported by just cause; provided, however, that the Arbitration Panel shall have no authority to reduce the discipline imposed by the Commissioner below the stated minimum level established for the found violation as set forth in Section 8.

B. Challenges to a Positive Test Result

Notwithstanding Section 3.E above, a Player is not in violation of Attachment 18 if the presence of a Prohibited Substance in his urine was not due to his fault or negligence.

In any case involving an alleged violation of Section 3.E.1, the Office of the Commissioner shall carry its initial burden of establishing the violation by establishing that a Player’s test result was “positive” (as that term is defined therein) and was obtained pursuant to a valid test conducted under Attachment 18. The Office of the Commissioner is not required to otherwise establish intent, fault, negligence or knowing use of a Prohibited Substance on the

Player's part to establish such a violation. If the Office of the Commissioner meets its initial burden, the Player then has the burden of establishing that his test result was not due to his fault or negligence. A Player cannot satisfy his burden by merely denying that he intentionally used a Prohibited Substance; the Player must provide objective evidence in support of his denial. Among other things, such objective evidence may question the accuracy or reliability of the "positive" test result.

C. Procedures for Appeal of a First Positive Test for Performance Enhancing Substances or a Second Positive Test for Stimulants

The following procedures shall apply when the laboratory reports to the Independent Program Administrator a test result for a Player that may be his first positive for a Performance Enhancing Substance or his second positive for a Stimulant. All information associated with or generated by these procedures is subject to the confidentiality protections of Sections 6 and 7 above. Unless expressly authorized by this Attachment 18 or the Panel Chair, neither HPAC, the Independent Program Administrator, the Office of the Commissioner nor a Club may disclose any information obtained in connection with these procedures (other than to individuals within or retained by the Office of the Commissioner directly involved in the processing of a challenge to a positive test result or to potential fact witnesses in the case).

1. (a) As required by Section 3.H above, the Independent Program Administrator shall immediately provide notice to HPAC of a reported positive test result. The Association's Party Representative shall then notify the Player and counsel for the Association of the reported result, and the Office of the Commissioner's Party Representative shall then notify counsel for the Office of the Commissioner of the reported result. After having provided notice to HPAC, the Independent Program Administrator shall immediately obtain all chain of custody and laboratory information relating to the positive test result that is customarily provided upon a challenge ("the litigation package"). The Independent Program Administrator also shall direct the laboratory to make arrangements for a "B" sample test, which may be observed by a representative of the Player, the Association and/or the Office of the Commissioner. Absent extraordinary circumstances, such test shall be completed within 7 days. The laboratory shall promptly forward all test results and supporting information to the Independent Program Administrator, who shall immediately forward such results and information to HPAC and to counsel for the Parties.

(b) If a Player wishes to invoke Section 3.F above ("Multiple Discipline for the Same Use"), he shall make application to HPAC within three (3) business days of being notified of the positive test result. HPAC shall then refer the matter to the Medical Testing Officer, consistent with Section 3.F. The Medical Testing Officer shall forward his or her opinion to the Independent Program Administrator and to HPAC. The Independent Program Administrator shall forward such opinion to counsel for the Parties, and such opinion shall be considered part of the "results and information" referred to in the final sentence of subparagraph 1(a) above.

(c) If a dispute arises regarding the application of Section 3.G above ("Therapeutic Use Exemption"), information regarding that dispute shall be gathered and distributed to HPAC and

counsel for the Parties as part of the “results and information” referred to in the final sentence of subparagraph 1(a) above.

2. The Parties shall confer regarding the reported positive test result within 3 business days following the day of their receipt of all of the information called for in subparagraph 1 above. The Parties’ discussions shall be considered confidential and not admissible in any Grievance challenging the reported test result. If the Parties agree that the result is not a “positive” within the meaning of Attachment 18, notice thereof shall be provided to the Player.

3. Unless such notice is provided to the Player, the Commissioner, by 5:00 PM Eastern Time of the next business day following the day the Parties conferred, shall notify the Player and the Association of the discipline imposed for the reported test result. Any suspension imposed shall be effective on the third business day after the discipline has issued. If the Player or the Association grieves the suspension before the effective date, the Player’s suspension shall be stayed until the Arbitration Panel issues an award; provided, however, that a Player who previously had a suspension stayed pursuant to this Section 9.C (or its predecessor in the 2005 Program) and then had the suspension upheld by the Arbitration Panel shall not be entitled to a second stay.

4. Any such Grievance shall be deemed automatically appealed to the Arbitration Panel. The Parties nonetheless shall conduct a Step 2 meeting prior to the hearing. The Panel shall convene a hearing as soon as practicable and, absent good cause shown, no later than 10 days after the Grievance was filed. The hearing shall be conducted under the Rules of Procedure, but the Panel Chair shall have the authority to employ such procedures as he or she deems appropriate given the Parties’ mutual desire for expedition. The Panel Chair, in employing such procedures, shall make all reasonable efforts to close the record at such time so as to permit an Award to issue within 25 days following the opening of the hearing. The Panel shall issue its written opinion within 30 days of issuance of its Award.

5. If the Panel sustains a suspension, the Club and the Player shall be notified and the Player shall begin serving his suspension immediately. If the Panel determines that no discipline is appropriate, all aspects of the proceedings shall remain confidential.

D. Alternative Panel Chairs for Attachment 18 Cases

No later than April 15, 2006, the Parties shall select two members of the National Academy of Arbitrators who sequentially will be asked to serve as a substitute for the Panel Chair whenever the Panel Chair is unable to hear a Grievance governed by the procedures in Section 9.C within the time limits set forth therein. The Panel Chair’s unavailability shall not be considered “good cause” to convene a hearing on such a Grievance later than the ten (10) days provided in Section 9.C.4 above. The Parties also shall designate the order of the potential service of each Alternate Panel Chair. The Alternate Panel Chairs shall be selected and terminated in the same manner as the Panel Chair (see Article XI(A)(9)) and the Parties shall promptly fill vacancies in these Alternate Panel Chairs as they occur.

E. Newly Discovered Evidence

A Player may challenge a positive test result at any time on the basis of newly discovered scientific evidence that questions the accuracy or reliability of the result. Such a challenge may be brought even if the result has previously been upheld by the Arbitration Panel. Should such a challenge be upheld, the Panel, in fashioning a make-whole remedy consistent with Article XII(A), may consider management sources other than the Player's Club at the time the suspension is served and, notwithstanding Article XII(A)(3), shall determine, under the particular circumstances, whether and to what extent an award of interest is appropriate.

10. STRENGTH AND CONDITIONING ADVISORY COMMITTEE

A. Purposes of the Committee

The Parties shall maintain a Strength and Conditioning Advisory Committee which shall consist of an equal number of members representing the Association and the Office of the Commissioner. At least two members of the Strength and Conditioning Advisory Committee shall be Major League strength and conditioning coaches currently employed by a Club. The purposes of the Committee shall be:

1. to establish and maintain standards of professional qualifications and training applicable to all individuals employed by Clubs as strength and conditioning coaches;
2. to establish and maintain standards applicable to all Clubs concerning the availability of food products and nutritional supplements for Players in Major League clubhouses; and
3. to address other matters relating to the strength and conditioning of Players.

B. Committee Meetings

A meeting of the Strength and Conditioning Advisory Committee may be called by any Committee member who believes that there is an immediate need to address a matter set forth in Section 10.A above. In addition, the Committee shall have at least two (2) regular meetings during each calendar year.

C. Personal Trainers

Consistent with existing regulations of the Office of the Commissioner, personal trainers shall not be provided with access to Major League clubhouses.

11. 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 all other testing conducted pursuant to this Attachment 18 shall be borne by the Office of the Commissioner. Notwithstanding the foregoing, it is expressly agreed that the laboratory 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.

12. TERM

A. Effective Date

This agreement shall be effective beginning with the first voluntary reporting date for 2006 spring training.

B. Termination Date

The termination date of this Attachment 18 shall be coincident with that in the successor to the 2002-2006 Basic Agreement. If no successor Basic Agreement is reached by August 1, 2006, the Players Association may, on or before August 15, 2006, give notice that this Attachment 18 shall terminate on December 19, 2006. If such notice is served, the status quo following such termination shall be the terms of Attachment 18 in place during the 2005 championship season.

ADDENDUM A

MAJOR LEAGUE BASEBALL COLLECTION PROCEDURES

1. Player must wash and dry hands

- a. To assure that the player does not have any chemicals on his hands, he must thoroughly wash and dry his hands prior to providing a specimen.

2. Selecting a collection cup

- a. Ask the player to select a sealed specimen collection cup. The collection cup must be kept in collector's sight at all times.
- b. There must be a minimum of three (3) specimen collection cups from which the player can choose.

3. Providing a specimen under direct observation

- a. The male collector directly observes the collection unless otherwise instructed by CDT.
- b. As you accompany the player to and from the restroom facility, be sure to walk **BESIDE** him, not in front or behind him. This way, you always have a view of the collection cup.
- c. You must have a clear and unobstructed view of the passing of the specimen. [No observing from behind.]
- d. Have the player provide a urine specimen. Return to the processing table.
- e. After the player voids, the player, not the collector, must carry the specimen to the processing table.
- f. Determine if there is sufficient urine for testing.
 1. 75 mls of urine must be collected.
 2. If you notice a strange odor, color or precipitate in the specimen, make a note in the collector comments section of the chain of custody form.
- g. Player is unable to void adequate amount.
 1. If an inadequate amount of urine is collected, less than 75 ml, discard the specimen in the player's presence.
 2. Instruct the player that he should return in an hour to attempt another collection.
 3. He should drink no more than 15 oz. of fluid an hour from sealed containers, certified by the collector.
 4. Also, let the Team Representative know that the player has not provided a specimen and will need to try again.

5. Either the collector or the Team Representative must keep the Player in view at all times until he produces a specimen.
6. Call Tracey Sweetser at CDT two hours after the first attempt if the player has not provided a specimen.
7. The additional attempts for collecting 75 ml of urine must also follow the procedures set forth herein, including washing and drying hands, selecting a collection cup and providing a specimen under direct observation.
8. Make notations of all low volume specimens on the problem collection log.
9. You may have to stay 1 hour after the end of the game to collect an adequate specimen.

4. Selecting the collection kit and envelope

- a. If a sufficient amount of urine has been collected, have the player select a sealed collection kit and an envelope, which contains a Chain of Custody Form and security seals.
- b. The player must have at least three (3) kits and envelopes from which to select.
- c. Have player open the envelope and verify that the Control Identification Numbers on the seals match the number on the Chain of Custody Form.

5. Processing the specimen and dividing and sealing the specimen

- a. The collector pours the specimen from the disposable specimen cup into the specimen bottles.
- b. The collector must wear disposable gloves.
- c. The player must watch the collector pour the specimen. If the player turns his back or gets distracted, he can claim that he did not see the specimen being poured into the bottles, and the specimen is not his.
- d. The collector must reserve a small amount of urine (approximately 3 ml) in the collection cup for testing of specific gravity and pH.
- e. The specimen must be split as follows: 50 ml in the “A” bottle and 25 ml in the “B” bottle.
- f. The collector places the bottle caps on the specimen bottles. Ensure that the caps are sealed properly to prevent leakage.
- g. The collector must turn each bottle upside down to ensure that the caps are sealed properly to prevent leakage.
- h. Complete the bottle custody seals for the “A” and “B” specimen as follows:
 1. Ask the player to verify that the Control ID numbers on the top of the Chain of Custody Form match those on the security seals.
 2. Peel the back off the bottle custody seals and place over the bottle caps and down the sides of the bottles that contain the urine.

3. DO NOT PLACE THE SEALS ON THE OUTER CANNISTER, which contain the absorbent pack.
4. The collector will initial and date the security seals, after the seals have been placed on the bottles.
5. The player WILL NOT initial the security seals.

6. Testing specimen using a Refractometer and a pH dipstick

- a. Testing specimen for specific gravity-using the refractometer
 1. Using the refractometer, check the specific gravity of the urine remaining in the cup and record the findings in Section 2 (collector's comments section) of the Chain of Custody Form.
 2. The specific gravity must be performed PRIOR to the pH measurement.
 - i. Remember to wipe the prism (glass) with a soft cloth or tissue moistened with water and dry thoroughly between collections.
 - ii. Hold the instrument in a horizontal position.
 3. Use a plastic pipet to place a few drops of fluid sample on the center of the measuring prism.
 4. To obtain a reading, hold the instrument horizontally underneath a light source so the light is shining down into the sample prism.
 5. Focus the scale seen in the eyepiece by rotating the eyepiece.
 6. Read the urine specific gravity scale (left side of image) at the point where the dividing line between bright and dark fields cross.
 7. If you are looking through the refractometer viewer and the screen is entirely blue, there is not enough urine on the prism.
- b. Reading specific gravity
 1. Specific gravity must be greater than 1.005 by refractometer.
- c. Specific gravity out-of-range
 1. If the specimen does not meet these standards, it is processed and the player shall be required to provide an additional specimen under direct observation, repeating the collection procedures identified above.
 2. The second specimen is to be sent to the laboratory whether it is within range or out of range.
 3. The player is not required to provide a third specimen.
 4. Note the specific gravity out of range on the Problem Collection Log.
- d. Testing specimen for pH

1. Using a pH dipstick, check the pH of the urine remaining in the cup and record findings on line 2 (collector's comments section), Chain of Custody Form.
 2. Completely immerse reagent area of the strip in the urine.
 3. While removing, run the edge of the strip against the rim of the urine container to remove excess urine.
 4. Hold the strip in a horizontal position to prevent possible mixing of chemicals from adjacent reagent areas and/or contaminating the hands with urine.
 5. Compare the pH reagent area to the corresponding color chart.
- e. Reading pH strip
1. pH must be between 4.5 and 7.5.
- f. pH reading out-of-range
1. If the pH reading is out of range in the player's first specimen, the collector nonetheless must send such specimen to the laboratory for analysis and must collect a second specimen from the player.
 2. If the pH reading is out of range in the player's second specimen, the collector must also send the second specimen to the laboratory for analysis.
 3. The player is not required to provide a third specimen.
 4. Note the pH as out of range on the Problem Collection Log.

7. Completing the Chain of Custody Form

- a. Fill in the following information at the top of the Chain of Custody Form:
 1. Test: Check Standard
 2. Control ID number: Fill in the last 2 digits of the year (e.g., "06").
- b. Read the Donor's Statement aloud to the player.
 "I certify that I produced the attached urine specimen under observation; that it consists entirely of my own urine; that my specimen bottles were capped and sealed in my presence; that the control identification number on both specimen bottles was the same as the control identification number appearing on this form and that I observed the collector placing his initials on the seal".
- c. After you have read this statement to the player, have him sign, print his name, and write the date.
- d. The collector will print the city of collection at the bottom of the form.
- e. Line 1. Read the collector statement and sign your name. Fill in the date and time of collection.
- f. If the player refuses to sign the chain of custody form, contact the Team Representative and CDT immediately. Remain calm and professional. Make

a notation of the refusal on the chain of custody form. Send the specimen to the laboratory for testing.

8. Placing specimens/form in an individual box

- a. Prepare the Specimen Box: Place the sealed specimen bottles in the larger bottles, which contain the absorbent material.
- b. Place the 3rd page of the Chain of Custody Form and the bottles inside the shipping box.
- c. Place the Blue Seal on the box.

9. Responding to questions from the Player

- a. If the player wants to know which drugs are being tested for, or penalties for positives, refer him to Gene Orza at the Major League Baseball Players Association, (212) 826-0808.

10. Player is uncooperative

- a. If at any point in the collection process, a player is belligerent or uncooperative, remain calm and professional. Notify the Team Representative and CDT immediately.

TESTING PROTOCOLS

Drugs of Abuse

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

Performance Enhancing Substances

A test will be considered positive if any Performance Enhancing Substance as defined in Section 2.B of the Program is present. Notwithstanding the foregoing, the presence of nandrolone shall be considered a positive only if the level exceeds 2ng/ml.

Stimulants

The presence of a Stimulant shall be considered a positive only if the level exceeds 250 ng/ml, unless specified otherwise below:

Amfepramone (Diethylpropion)	500 ng/mL
Amphetaminil	2000 ng/mL
Chlorphentermine	500 ng/mL
Clortermine	500 ng/mL
Ephedrine	10 µg/mL
Methylphenidate	1000 ng/mL
Phenpentermine	1000 ng/mL
Phentermine	500 ng/mL

ADDENDUM B

1. All Collectors will use the preprinted Chain of Custody forms.
2. The Chains of Custody forms will consist of three copies. Only the top copy of the Chain form (CDT) and the bottom copy of the Chain of Custody form (Lab) will contain a control identification number. The middle copy will not contain a control identification number.
3. **Between 48 and 24** hours before the scheduled test, CDT will fax the collector the list of players to be tested on a given day.
4. Collectors will overnight via Federal Express their copy of the Chain of Custody along with all other paperwork concerning the test. Collectors do not retain any paperwork.
5. Once CDT receives a negative result for a sample, it will destroy all documents related to that sample.
6. When CDT receives a positive result it will notify the two Medical Representatives by **the delivery of two overnight delivery packages to each representative. One package will contain the player's name and the control number of his sample; the second will contain the laboratory result and control number.**
7. CDT will retain Chain of Custody Forms related to positives samples until notified by the Commissioner's Office and the Association that destruction can be undertaken. That notice will be given once the time limits for a challenge to the validity of a test have lapsed or earlier if a player waives his right to such a challenge.

ADDENDUM C

AUTHORIZATION FOR THE USE AND/OR DISCLOSURE OF MAJOR LEAGUE PLAYER HEALTH INFORMATION

I authorize the use and/or disclosure of my health information as provided for below:

1. This authorization applies to all health information about me that is now (or, during the period covered by this authorization, may be) in the possession, custody or control of the persons or entities (or classes of persons or entities) identified in Paragraph 2 below. As used hereafter in this authorization, “health information” shall mean my entire health or medical record, including, but not limited to, all information relating to any injury, sickness, disease, mental health condition, physical condition, medical history, medical or clinical status, diagnosis, treatment or prognosis, including without limitation clinical notes, test results, laboratory reports, x-rays and diagnosis imaging results, but does not mean any health or medical records or any test results, if any, deriving from Major League Baseball’s Joint Drug Prevention and Treatment Program.

2. I authorize the following persons and entities (or classes of persons and entities) to use and/or disclose (to the individuals specified in paragraph 3 below) any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control for the purposes described in paragraph 3 below: All health care providers (including but not limited to [**add Club orthopedist and medical internist**], other physicians, laboratories, clinics and Club trainers) with whom I have consulted pursuant to my Uniform Player’s Contract or the Basic Agreement.

3. I authorize the persons and entities (or classes of persons and entities) described in Paragraph 2 to disclose any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control, for any purpose relating to my employment as a player for the Club, to the Owner, President, General Manager, Assistant General Manager, Manager, Physicians and such medical personnel as they may designate, Trainer and Assistant Trainer of the Club or Clubs for which I have agreed (or may agree) to render playing services during the period covered by this authorization. In the event my Uniform Player's Contract is optioned to a minor league affiliate of the Club, I also authorize, during the period of my optional assignment, the disclosure of health information to the Club's Farm Director and to the minor league affiliate's Field Manager, Physicians and such medical personnel as they may designate, and Trainer and Assistant Trainer. In the event of any contemplated assignment of my Uniform Player's Contract to another Club or Clubs, I authorize disclosure of my health information to the physicians and officials (including, but not limited to, trainers) of such other Club or Clubs.

4. In addition to the disclosure permitted in Paragraph 3 above, I also authorize any health care provider with whom I have consulted pursuant to Major League Baseball's Joint Drug Prevention and Treatment Program ("Program") to disclose to members of the Health Policy Advisory Committee ("HPAC") health information about me (including, but not limited to, drug test results) that is (or, during the period covered by this authorization may be) in their possession, custody or control. It is my understanding that HPAC may only disclose this information pursuant to the provisions set forth in Section 8 of the Program.

5. I acknowledge that there exists the potential that information disclosed pursuant to this authorization might be subject to redisclosure by the recipient and thus no longer be protected by HIPAA in certain circumstances. I also acknowledge that Club trainers may not be considered as bound by HIPAA's restrictions on disclosure of health information. Nothing in these

acknowledgements or this authorization shall be considered as a waiver of any rights to privacy or nondisclosure of health information that I may have under the Basic Agreement, the Uniform Player's Contract, any state law (which is not preempted by HIPAA), or any other federal law.

6. I understand that my refusal to sign this authorization will not affect my ability to obtain treatment from ***[insert name of Club physician]*** . I acknowledge, however, that, pursuant to Paragraph 6.(b) and Regulation 2 of the Uniform Player's Contract to which I am (or, during the period covered by this authorization, may be) a party, I have agreed that I will furnish and that ***[insert name of Club physician]*** and others may furnish to the Club(s) referred to in Paragraph 6.(b) and/or Regulation 2 all relevant medical information relating to me, and further that my refusal to authorize the furnishing of such information as provided for by Paragraph 6.(b) and/or Regulation 2 of my Uniform Player's Contract may constitute a breach of that contract.

7. I understand that I have the right to revoke this authorization at any time, but that my revocation will not be effective to the extent that any of the persons or entities (or classes of persons or entities) I have authorized to use and/or disclose my health information have acted in reliance upon this authorization. My revocation must be in writing and be sent to ***[insert name and address of Club physician]*** . I further understand that my right to revoke this authorization shall not serve to excuse any failure on my part to comply with the provisions of any Uniform Player's Contract to which I am (or, during the period covered by this authorization, may be) a party, or any other agreement that may govern the terms and conditions of my employment as a player for a Major League Baseball Club.

8. This authorization expires one year from the date it is signed, unless previously revoked.

9. I acknowledge that I have received a copy of this authorization.

Signature

Date

Printed Name

Witness Signature

Date

Witness Printed Name