



**NFL PLAYERS**  
ASSOCIATION

# **NATIONAL FOOTBALL LEAGUE**

## **POLICY AND PROGRAM FOR SUBSTANCES OF ABUSE**

**2010**

**as Agreed by the  
National Football League Players Association  
and the  
National Football League Management Council**

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# NATIONAL FOOTBALL LEAGUE POLICY AND PROGRAM FOR SUBSTANCES OF ABUSE

## General Policy

The illegal use of drugs and the abuse of prescription drugs, over-the-counter drugs, and alcohol (hereinafter referred to as “substances of abuse”) is prohibited<sup>1</sup> for players<sup>2</sup> in the National Football League (“NFL”). Moreover, the use of alcohol may be prohibited for individual players in certain situations where clinically indicated in accordance with the terms of this Policy.

Substance abuse can lead to on-the-field injuries, to alienation of the fans, to diminished job performance, and to personal hardship. The deaths of several NFL players have demonstrated the potentially tragic consequences of substance abuse. NFL players should not by their conduct suggest that substance abuse is either acceptable or safe.

The NFL and the National Football League Players Association (“NFLPA”) have maintained policies and programs regarding substance abuse. In Article XLIV, Section 6(a) of the 1993 NFL Collective Bargaining Agreement, as extended and amended (the “CBA”), the NFL Management Council and the NFLPA (hereinafter referred to individually as “Party” and collectively as the “Parties”) reaffirmed that “substance abuse is unacceptable within the NFL, and that it is the responsibility of the parties to deter and detect substance abuse . . . and to offer programs of intervention, rehabilitation, and support to players who have substance abuse problems.” Accordingly, in fulfillment of this provision of the CBA, the Parties have agreed upon the following terms of a policy regarding substance abuse in the NFL (hereinafter referred to as the “Policy”).

This Policy applies to all players who have not formally retired from the NFL. This Policy and its terms shall be binding on all NFL clubs and shall constitute the sole and exclusive means by which players will be tested or referred for treatment, and as to those players having problems with substances of abuse, the sole and exclusive means by which they will gain access to the benefits of this Policy. This Policy supersedes a previous policy that was effective on September 1, 1994, and shall continue until the expiration or termination of the CBA. This clarification of earlier versions that applied to all players as of February 14, 1997 and June 28, 1998 regardless of their status in the Intervention Program, shall apply to all players as of May 1,

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<sup>1</sup> The National Football League prohibits players from the illegal use, possession, or distribution of drugs, including but not limited to cocaine; marijuana; opiates and opioids; methylenedioxymethamphetamine (MDMA); and phencyclidine (PCP). The abuse of prescription drugs, over-the-counter drugs, and alcohol is also prohibited. For example, the use of amphetamines and substances that induce similar effects, absent a verified and legitimate need for appropriate dosages of such substances to treat existing medical conditions, is prohibited.

<sup>2</sup> Includes all present and future employee players in the NFL as described as being in the bargaining unit as set forth in the preamble to the CBA as well as all players who attend the Annual Player Combine while they are at the Combine.

2002 regardless of their status in the Intervention Program. (See Article I below.) Such terms that are not otherwise defined herein shall have the same meaning as set forth in the CBA.

The cornerstone of this Policy is the Intervention Program. Under the Intervention Program, players are tested, evaluated, treated, and monitored for substance abuse. Players who do not comply with the requirements of the Intervention Program are subject to established levels of discipline. The provisions of Article LV, Section 10 of the CBA are not applicable to the testing of players in the Intervention Program that is conducted pursuant to the terms of this Policy.

All discipline provided under the foregoing or following provisions of this Policy is imposed through the authority of the Commissioner of the National Football League (“Commissioner”). The Commissioner maintains the ability to impose other discipline as he deems necessary, provided, however, that the Commissioner may not modify the stated levels of discipline for violations of the requirements of the Intervention Stages absent additional circumstances amounting to conduct detrimental to the NFL. This Policy is not to be considered a grant of authority to discipline players but instead is an agreement to impose the stated discipline for violations of the requirements of the Intervention Stages. Discipline for violations of the law relating to use, possession, acquisition, sale, or distribution of substances of abuse, or conspiracy to do so, will remain at the discretion of the Commissioner.

The primary purpose of this Policy is to assist players who misuse substances of abuse, but players who do not comply with the requirements of the Policy will be subject to discipline. An important principle of this Policy is that a player will be held responsible for whatever goes into his body.

## **I. Intervention Program and Discipline for Violations of Its Terms.**

### **A. Administration.**

#### **1. Medical Director and Regional Teams.**

The Parties will select a Medical Director who will have the responsibility, among other duties, of selecting and overseeing physicians, psychologists, social workers and other counselors (“Evaluating Clinician(s)”) who will be members of various Regional Teams headed by a Regional Psychiatrist. The Medical Director and the Evaluating Clinicians will work together in a collaborative manner to facilitate, coordinate, monitor, and assess players’ compliance with their Treatment Plans. (For purposes of this Intervention Program, a “Treatment Plan” is defined as a written plan of interventions and requirements developed by a player’s Treating Clinician to assist in the treatment of the player.) The Medical Director will be assisted by an Administrator to be selected by the Parties. The services of the Medical Director and/or the Administrator may be terminated by either Party at any time, or as otherwise delineated by the notice and termination provisions of their respective contracts, if any. The Parties agree that the Medical Director will have the sole discretion to make the various decisions assigned to him under the terms of this Policy, and such decisions shall be final and binding.

**2. Medical Advisor.**

The Commissioner will appoint a Medical Advisor for Substances of Abuse (the “Medical Advisor”). The Medical Advisor will be informed at all times of the identity and treatment status of all players in the Intervention Program with the exception of those entering the Intervention Stages through Self-Referral. The Medical Advisor may advise the Medical Director regarding a Treatment Plan for any player. The Medical Advisor will have the responsibility, among other duties, of overseeing substance abuse testing as required by the terms of this Intervention Program. The Medical Advisor shall direct the NFL collection teams and consult with the Chief Forensic Toxicologist. The Parties agree that the Medical Advisor will have sole discretion to make the various decisions assigned to him under the terms of the Policy, and such decisions shall be final and binding.

**3. Treating Clinician.**

A Treating Clinician for purposes of this Policy is a health care professional experienced and trained in the treatment of substance abuse and legally authorized to prescribe written plans of intervention and requirements designed to assist in the treatment of substance abuse. A health care professional who is not a psychiatrist and who wants to qualify as a Treating Clinician must establish a consulting relationship with an appropriately credentialed and experienced psychiatrist, as determined by the Medical Director. All Treating Clinicians shall be approved by the Medical Director.

**4. Team Substance Abuse Physician.**

Each NFL club will designate a physician as its Team Physician for Substance Abuse matters (the “Team Substance Abuse Physician”). With the exception of those players who enter the Intervention Stages through Self-Referral, the Team Substance Abuse Physician will be informed as to the participation of any player from his team in the Intervention Stages, the player’s administrative status, and/or the nature of that player’s treatment.

**5. Chief Forensic Toxicologist.**

The Commissioner will appoint the Chief Forensic Toxicologist. The Chief Forensic Toxicologist shall (1) be responsible for laboratory evaluation of urine samples produced pursuant to the terms of this Policy; (2) provide technical advice to the Parties, the Medical Director and the Medical Advisor; (3) be responsible for scientific interpretation of positive drug findings; and (4) provide forensic testimony as needed.

**6. Club Physician.**

Club Physicians are physicians designated by the clubs or selected by the player in accordance with Article XLIV of the CBA, “Players’ Rights to Medical Care and Treatment.”

**7. Quarterly Review.**

The NFL Management Council, the NFLPA, the Medical Director, the Medical Advisor, and the Administrator will meet quarterly to review the operation of the Intervention Program. To facilitate the review process, the Parties will have full access to all information relating to the implementation and operation of this Intervention Program, except to the extent that such access would conflict with the confidentiality provisions of this Policy. Modification of the Policy will require the mutual consent of the Parties.

**8. Payment for Treatment.**

Payment for treatment services rendered to players participating in the Intervention Program shall be governed by the terms and conditions set forth in the NFL Player Insurance Plan.

**9. Treating Facilities and Clinicians.**

Although it is the ultimate responsibility of the Medical Director in consultation with the Regional Team to designate suitable Treating Clinicians and treatment facilities at which players entering the Program will be treated (“Treatment Facilities”), at the time of the adoption of the initial Policy (September 1, 1994) many NFL teams had existing relationships with suitable Treating Clinicians and Treatment Facilities. In such cases, there was a presumption that the Treating Clinicians and Treatment Facilities being used by NFL clubs on September 1, 1994, were suitable. Notwithstanding the foregoing, the Medical Director may terminate the Program’s relationship with any Treating Clinician or Treatment Facility if the Medical Director determines that such clinician or facility is unable to satisfy the medical requirements or other demands of this Policy. No Treatment Facility may be terminated until a replacement Treating Facility has been agreed upon. If the Parties are unable to agree upon a successor Treatment Facility within four (4) months of the notice from the Medical Director to the Parties of his desire to terminate a Treatment Facility, the matter shall be referred to the Medical Director and the Medical Advisor, who shall promptly select and consult with a third physician who is neither an Interested Party (as defined below) nor affiliated with an Interested Party; after consultation, the three physicians together will jointly choose a successor Treatment Facility as soon as practicable.

**B. Confidentiality.**

**1. Program Information.**

The Medical Advisor, Medical Director, Administrator, Team Substance Abuse Physician, Chief Forensic Toxicologist and all employees and consultants of the NFL, the NFL Management Council, the NFLPA (including its employees, members and Certified Contract Advisors), the Evaluating Clinicians, the Treating Clinicians and the NFL clubs (“Interested Parties”) shall take reasonable steps to protect the confidentiality of information acquired in accordance with the

provisions of this Intervention Program, including but not limited to the history, diagnosis, treatment, prognosis, test results, or the fact of participation in the Intervention Program of any player or the club(s) who employs or has employed such player (“Intervention Program Information”). Any Intervention Program Information which becomes public information either by authorization of the player or through release by sources other than Interested Parties will, after authorization or release, no longer be subject to the confidentiality provisions of this section. Intervention Program Information about a player revealed by the player to an Interested Party shall not be subject to the confidentiality provisions of this section unless (a) it was disclosed by the player in the context of a clinical evaluation or treatment or was disclosed by the player to an Interested Party in accordance with the terms of this Policy; or (b) the player requests that the Intervention Program Information not be further disclosed by the Interested Party. Intervention Program Information, including but not limited to information learned on appeal, will be shared among Interested Parties only on a need-to-know basis and only in accordance with the terms of this Intervention Program.

## **2. Program Information Provided to Clubs.**

An NFL club that:

- a. has contacted a restricted or unrestricted free agent or that player’s Certified Contract Advisor and is considering making an offer to and/or signing such player; or
- b. has contacted another NFL club with regard to a potential acquisition of a player in a trade and is considering making the club an offer for such player; or
- c. is contemplating acquiring a player through the waiver system;

may be informed by the Medical Advisor or the Management Council whether such player is subject to suspension the next time he fails to comply with any terms of the Intervention Program and whether or not in the opinion of the Medical Advisor or the Management Council a failure to comply with the terms of the Intervention Program has occurred at the time of the inquiry that could result in suspension. Both the Medical Advisor and the Management Council are authorized to disclose such information to the Team Substance Abuse Physician of the inquiring club or to the senior club executive responsible for signing restricted or unrestricted free agents who, in turn, shall share such information only with the club employee(s) or officer(s) who participate in the decision to sign such player. Any club employee or officer who, by reason of such inquiry, is in receipt of the information that the Medical Advisor or the Management Council is authorized to disclose pursuant to this section will immediately become subject to and be bound by the confidentiality provisions established by this Intervention Program.



### 3. Discipline.

- a. **Fines:** Any Interested Party who violates the confidentiality provisions of this intervention Program may be fined a minimum of \$10,000 up to a maximum of \$500,000. Fines under this section shall be imposed by the Commissioner for individuals subject to his disciplinary authority and by the Executive Director of the NFLPA for individuals subject to his disciplinary authority. In the event the current disciplinary procedures of the NFLPA would not permit the levying of the fines prescribed herein, such procedures will be amended as soon as possible so as to authorize the disciplinary measures set forth in this paragraph.
- b. **Determination:** Any player who believes that there has been a breach of the Intervention Program's confidentiality provisions as set forth in this section may report such violation to the Commissioner with respect to those individuals for whom he has authority to levy fines and the NFLPA's Executive Director with respect to those individuals for whom he has authority to levy fines to make a determination of whether a violation has occurred and the amount of the fine. The provisions of this section shall be the sole remedy available to a player aggrieved by an alleged violation of the Intervention Program's confidentiality provisions.

### C. **Testing for Substances of Abuse.**

All testing for substances of abuse of NFL players either under contract with an NFL club or seeking a contract with an NFL club is to be conducted under the direction of the Medical Advisor pursuant to this Intervention Program ("Testing" or "Tests"). Before entering an Intervention Stage, players shall be tested only for benzoylecognine (cocaine); delta 9-THC-carboxylic acid (marijuana); amphetamine and its analogs; opiates (total morphine and codeine); opioids (e.g., hydrocodone, oxycodone); phencyclidine (PCP); and methylenedioxymethamphetamine ("MDMA") and its analogues (the "NFL Drug Panel"). After a player enters any stage of the Intervention Program, Testing for substances of abuse, in addition to the NFL Drug Panel, shall be at the discretion of the Medical Director in accordance with the terms of this Intervention Program.

#### 1. Types of Testing.

- a. **Pre-Employment:** Unless otherwise required by this Policy, a pre-employment Test may be administered to:
  - (1) A rookie or veteran player desirous of signing a contract with an NFL club who:

- (a) was not under contract to his last NFL club on the date of its last game of the immediately preceding season; and
- (b) has not had a Test in the four month period prior to his pre-employment Test (excluding a test given at the annual combine for college players).

The Medical Advisor may inform any club contemplating signing a player who has been tested under the provisions of this subsection of the results of such pre-employment Test;

- (2) A veteran player desirous of signing a contract with an NFL club who:
  - (a) was under contract with another NFL club on the date of its last game of the immediately preceding season; and
  - (b) agrees with the club with whom he is seeking employment, prior to the execution of a new NFL Player Contract to submit to a pre-employment Test.
- (3) Draft-eligible players at the annual timing and Testing sessions.

**b. Pre-Season:** All players under contract with an NFL club will be tested once during the period beginning April 20 and continuing through August 9. Testing in the pre-season may be done on a team-wide basis or by position groups at the discretion of the Medical Advisor but not on an individual-by-individual basis. However, a player who is excused by the Medical Advisor from the scheduled team-wide or position's group Test may be tested individually but only if such Test takes place before the first regular season game absent a showing of extenuating circumstances. A player who is signed or otherwise acquired after the date of the pre-season Test that would have applied to him may be given the pre-season Test individually if such player has not already been given the preseason Test even though the Test will take place after August 9.

**c. Intervention Stages:** All players in an Intervention Stage will be required to provide a specimen when determined by the Medical Advisor. For players in Intervention Stage One, the Medical Director will determine the frequencies of Tests for each player; for players in Intervention Stages Two and Three, the Medical

Advisor will determine the frequencies of Tests subject to the minimums and maximums for each Stage.

- d. **Testing by Agreement:** An NFL club and a player may agree that such player will submit to unannounced Testing during the term of said player's NFL Player Contract provided that the club has a reasonable basis for requesting such agreement. A Positive Test (as hereinafter defined) as a result of such Testing shall be reported to the Medical Director and shall result in the player's entering Stage One of the Intervention Program. Once a player enters an Intervention Stage the number of Tests that a player will be required to take will be determined by the Medical Director or the Medical Advisor, as set forth herein – not by the terms of the player's NFL Player Contract. Upon being dismissed from the Intervention Stages, a player's NFL Player Contract will govern the number of Tests that he is subjected to. All such individually negotiated Testing shall be conducted under the direction of the Medical Advisor and not the club. In cases of individually negotiated Testing, the Medical Advisor and other Interested Parties will continue to be bound by the confidentiality provisions established by this Policy.

## 2. **Testing Laboratory.**

A central laboratory certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA Lab") will analyze all urine specimens for substances of abuse. NFLPA shall have a right to review the Policy's SAMHSA Lab annually. Although the NFLPA will have the right to terminate the SAMHSA Lab for cause at any time, no such termination will be effective unless and until the Parties have agreed on a successor laboratory. If no such successor laboratory is agreed upon within six months of the date on which the NFLPA gives notice of its desire to terminate, the matter shall be referred to the Medical Director and the Medical Advisor, who shall promptly select and consult with a third physician who is neither an Interested Party nor affiliated with an Interested Party; after consultation, the three physicians together will jointly choose a successor laboratory as soon as is practicable.

## 3. **Testing Procedures.**

- a. **Application:** The following Testing procedures are applicable to all Testing performed in all Stages of the Intervention Program except certain unique Stage One procedures which are as follows:
  - (1) **Unique Stage One Testing Procedures:** A player in Stage One shall be tested as frequently as the Medical Director requests. In Stage One, there shall be no right to challenge the results of the Test and the Medical Director shall

determine in his discretion whether failure or refusal to Test or an attempt to tamper with the results constitutes a player's failure to comply in Stage One subjecting the player to the discipline set forth in Article I, Section E.1.b.(2)(c). Except as set forth above, all other procedures set forth in this Section C.3. shall be applicable to Stage One Testing.

- b. Collection of Sample:** At the time of his Test, the player will furnish a urine specimen to an authorized specimen collector, which specimen shall be split into an "A" bottle and a "B" bottle. To prevent evasive conduct, all specimens will be collected under observation. Specimens will be shipped in collection bottles sealed with tamper-resistant seals. All bottles will be identified by a control identification number, not by the player's name. The player will be asked to witness the entire procedure and then to sign the donor's statement on the chain-of-custody form. For more detailed information, refer to Appendix A ("Testing Procedures").
- c. Concentration Levels:** Tests will be deemed positive if they are confirmed by laboratory analysis at the following urine concentration levels: benzoylecognine (cocaine) – 150 ng/ml; delta 9-THC-carboxylic acid (*e.g.*, marijuana and marijuana by-products, including but not limited to hemp oil) – 15 ng/ml; amphetamine and its analogs – 300 ng/ml; opiates and opioids – 300 ng/ml (total morphine and codeine); phencyclidine (PCP) – 25 ng/ml; alcohol – .06 g/dl (%); and methylenedioxyamphetamine (MDMA) and its analogues – 200ng/ml. Alcohol Testing will be conducted only in the context of clinical monitoring or as otherwise provided herein. Any Treatment Plan may include the provision for urine toxicology analysis for other substances not enumerated here and Tests will be deemed positive if they are confirmed by laboratory analysis at standard urine concentration levels recommended by the Chief Forensic Toxicologist and agreed to by the Parties. Any such positive test, as referenced in this subsection, shall hereinafter be referred to as a "Positive Test".
- d. Notification:** Once a Positive Test result is confirmed, the Medical Advisor will notify the player, the Medical Director and the Team Substance Abuse Physician. The Team Substance Abuse Physician may not disclose the fact of a Positive Test except in accordance with the terms of this Policy.
- e. Test of Split Sample:** Any player Testing positive from the "A" bottle of his split sample may, within two days of receiving notification of his Positive Test, ask the Medical Advisor for a Test

of the other portion of his specimen from the “B” bottle. Notwithstanding the foregoing, “B” bottle testing shall not be afforded to players who provide a dilute specimen that results in a dilute warning pursuant to Appendix A-1. The “B” bottle Test is to be performed within ten working days of such request. The player may not be present at the “B” bottle Test, but, at his own expense, he may be represented at the “B” bottle Test by a qualified toxicologist not affiliated with a commercial laboratory. The “B” bottle Test will be performed at the same laboratory that did the original Test. The “B” bottle Test need only show that the substance, revealed in the “A” bottle Test, is evident to the “limits of detection” to confirm the results of the “A” bottle Test.

- f. Failure or Refusal to Test:** The Medical Advisor will be responsible for scheduling all Tests and for ensuring that players are notified when individual Testing will take place. No test may be scheduled for a time that is more than 24 hours after notification. Players will have 4 hours from the time of the scheduled test to produce a specimen. A player who fails or refuses to appear for required Testing at the time selected by the Medical Advisor without a valid reason as approved by the Medical Advisor, or fails to cooperate fully in the Testing process as determined by the Medical Advisor, or provides a dilute<sup>3</sup> specimen (as determined in accordance with the procedures set forth in Appendix A-1), will be treated as having a Positive Test. In addition, a deliberate effort to substitute or adulterate a specimen; or to alter a Test result;<sup>4</sup> or to engage in prohibited doping methods<sup>5</sup> will be treated as a Positive Test and may subject a player to additional discipline by the Commissioner.

All players in an Intervention Stage who become unavailable for Testing due to travel, temporary or permanent change of residence, prior commitments, or otherwise, are required to notify the Medical Advisor in advance of such unavailability so that the Medical Advisor can schedule accordingly if such request is reasonable. If a player fails to provide the Medical Advisor with an address and telephone number where he can be contacted, and, as a result, such player cannot be contacted when the Medical Advisor requires that a Test be administered or the player cannot

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<sup>3</sup> A “dilute specimen” shall be defined as a urine specimen which has a specific gravity value less than 1.003 and a creatinine concentration of less than 20 mg/dL.

<sup>4</sup> Pharmacological, chemical or physical manipulation; for example, catheterization, urine substitution, tampering, or inhibition of renal excretion by, for example, probenecid and related compounds.

<sup>5</sup> For purposes of this Policy, “prohibited doping methods” shall be defined as follows: Ingestion or injection of banned substances, or of products containing banned substances.

be contacted at the address and telephone number provided to the Medical Advisor, the player's failure to notify the Medical Advisor or inability to be contacted shall be considered a Positive Test.

**D. Entrance Into the Intervention Stages.**

**1. Entrance.**

All NFL players shall be eligible for entrance into the Intervention Stages. Such eligibility will not be affected by termination or expiration of a player's contract subsequent to entry into the Intervention Stages. Players enter Stage One of the Intervention Program by a Positive Test, Behavior or Self-Referral more fully described as follows:

- a. Positive Test:** Urine or blood toxicology Tests that meet the concentration levels set forth in Article I, Section C.3.c.
- b. Behavior:** Behavior, including but not limited to an arrest related to an alleged misuse of substances of abuse, which, in the judgment of the Medical Director, exhibits physical, behavioral, or psychological signs or symptoms of misuse of substances of abuse.
- c. Self-Referral:** A player, who personally notifies the Medical Director of his desire to enter voluntarily Stage One of the Intervention Program prior to his being notified to provide a specimen leading to a Positive Test, or prior to behavior of the type described in Section D.1.b., above, becoming known to the Medical Director from a source other than the player, shall be a participant in Stage One as a Self-Referred player. Rather than notifying the Medical Director personally, the player may initiate such notice by first contacting a Club Physician for the purpose of Self Referral to Stage One of the Intervention Program. In order to effectuate a valid Self-Referral, the Club Physician must establish personal contact between the self-referring player and the Medical Director as soon as possible after being contacted by the player. Any information provided to the Club Physician by the player and disclosed by the Club Physician to the Medical Director for the purpose of establishing such contact will not be considered information from "a source other than the player" as described in subsection c(2) below. A Club Physician may not provide substance abuse treatment for any player or facilitate substance abuse treatment which is not provided by a Treating Clinician. Substance abuse treatment shall be provided only by a Treating Clinician in accordance with this Policy. A Self-Referred player will always remain in Stage One; however, a player will no longer be considered a Self-Referred player, but rather as a mandatory entrant into Stage One if:

- (1) the player has a Positive Test (other than a Positive Test conducted pursuant to a Self-Referred player's Treatment Plan); or
- (2) if the Medical Director is informed by a source other than the player that the player has engaged in behavior of the type described in Section D.1.b., above, regardless of the fact that the player has previously informed the Medical Director of this behavior; or
- (3) the fact of a player's Self-Referral becomes public knowledge.

A Self-Referred player may not be fined under this Intervention Program prior to the time of his mandatory entrance into the Intervention Stages. Self-Referred players will be advised when the Medical Director determines that notification to the Team Substance Abuse Physician (if not previously notified by the player) is medically advisable, and the player will be given the option either to permit such notification or to withdraw from the Intervention Stages without such notification.

## **2. Continued Participation.**

A player who enters the Intervention Stages will remain in the Intervention Stages until the player is dismissed or released in accordance with the terms set forth herein. All such players must continue to comply with the conditions of the Intervention Program. Notwithstanding the foregoing, (1) a player who is released and who has not been on a club roster for more than six consecutive regular or post season games ("Never-Rostered Player") is not required to comply with the terms of his Treatment Plan, if any, or submit himself for Testing until he resigns with a club; and (2) a veteran who is not under contract with a club ("Non-Contract Veteran") must comply with the conditions of the Intervention Program for a year after the expiration of his last contract or receipt by the Administrator of written notification of his retirement, whichever is sooner. After six months as a Non-Contract Veteran, testing shall cease unless the Medical Director or the Medical Advisor requests that testing be continued. After a veteran who is under contract with a Club ("Contract Veteran") or a Non-Contract Veteran notifies the Administrator of his retirement from football, he does not have to comply with the terms of his Treatment Plan. However, if after retiring from football, he signs a contract to play for an NFL club prior to the first anniversary date of (i) the expiration or termination of his last contract with an NFL club if a Non-Contract Veteran or (ii) the termination or tolling of his contract upon retirement if a Contract Veteran, he will be deemed not to have complied with the terms of his Treatment Plan and be disciplined for a violation of his Treatment Plan in accordance with the terms of this Policy. Non-Contract Veterans who either have

not been under contract with an NFL club for a year or have notified the Administrator of their retirement; Contract Veterans who have notified the Administrator of their retirement; and released Never-Rostered Players who return to the NFL as a player, will re-enter the Intervention Program at the same place in the Intervention Program as when they left except as set forth above.

**E. Intervention Stages.**

**1. Stage One.**

**a. Procedures.**

- (1) Intervention Evaluation:** A player entering Stage One of the Intervention Program will be referred to a Regional Team which shall evaluate the player promptly. After receipt of the Regional Team's evaluation, the Medical Director, in his discretion, shall determine whether the player should be referred for appropriate clinical intervention and/or treatment (including inpatient treatment at a Treatment Facility selected by the Medical Director as being qualified to treat the player's particular needs) and subsequent development of a Treatment Plan. The Medical Director's determination is not dependent upon a finding that the player carries a diagnosis of substance abuse or dependence, but rather is dependent upon whether, in the Medical Director's judgment, participation in the Intervention Program may assist in preventing the player's potential future misuse of substances of abuse.
- (2) Treatment Plans:** If the Medical Director determines that a player should be referred for appropriate clinical intervention and/or treatment, the player shall be referred to a Treating Clinician. If the Treating Clinician determines the player requires a Treatment Plan, one shall be developed. The Medical Director shall determine whether the proposed Treatment Plan is an acceptable Treatment Plan for the purpose of affording the player the benefits of the Intervention Program.

Notwithstanding the foregoing, the Treating Clinician is solely responsible for the care of the player. A player who fails to adhere to his Treatment Plan approved by the Medical Director or fails to execute a Consent to Exchange Intervention Program Information shall be subject to the disciplinary and stage advancement provisions set forth below.



If the Medical Director determines that a player does not require clinical intervention and/or treatment, but should remain in the Intervention Program, the player will be subject to testing but will not have a Treatment Plan. However, if the Medical Director decides at any time while a player is in any stage of the Intervention Program that the player should be referred for clinical intervention and/or treatment, a Treatment Plan shall be developed, if indicated.

- (3) **Testing:** In Stage One, the Medical Director may require the player to submit to as many Tests for substances of abuse as, in his discretion, are required to adequately evaluate the player, and those Tests shall be administered under the direction of the Medical Advisor.

**b. Duration.**

- (1) **Time Limitation:** Players will remain in Stage One for a period not to exceed 90 days; provided, however, that the Medical Director, in verbal consultation with the Medical Advisor, may extend the total time a player is in Stage One up to six months. If, due to unusual and compelling circumstances, the Medical Director determines that a period in excess of six months is required, the six-month period may be extended with the concurrence of the Medical Advisor.
- (2) **Advancement to Stage Two:** Subject to the time limitations set forth in subsection (1) above, the Medical Director will determine how long a player will remain in Stage One. No player will be either advanced from Stage One to Stage Two or dismissed from the Intervention Stages without notification to the player by the Medical Director.
  - (a) **Behavior Evaluation:** A player who is referred to Stage One solely for Behavior and who upon evaluation in Stage One is deemed by the Medical Director not to require specific clinical intervention and/or treatment will immediately be released from any further obligations to participate in the Intervention Stages and will thereafter assume the same status as players who have never been referred to the Intervention Stages. However, a player who is referred to Stage One solely for Behavior, and who upon evaluation in Stage One, is deemed by the

Medical Director to require specific clinical intervention and/or treatment, will be advanced to Stage Two upon notification to the player by the Medical Director. Notwithstanding the foregoing, a player who has a Positive Test while in Stage One shall be automatically advanced to Stage Two.

- (b) **Positive Test Evaluation:** A player who is referred to Stage One by reason of a Positive Test, and who, upon evaluation in Stage One is deemed by the Medical Director not to require specific clinical intervention and/or treatment will advance to Stage Two upon notification to the player by the Medical Director, and will be subject to Stage Two Testing by the Medical Advisor but will not have a Treatment Plan. However, a player who is referred to Stage One by reason of a Positive Test and is deemed by the Medical Director to require specific clinical intervention and/or treatment, will be advanced to Stage Two upon notification to the player by the Medical Director.
- (c) **Discipline:** If the Medical Director, after consultation with the Medical Advisor, determines in his discretion that a player in Stage One has failed to cooperate with the evaluation process or fails to comply with his Treatment Plan, both the NFL Management Council and the NFLPA shall be notified and the player will be subject to an immediate fine equal to three-seventeenths (3/17) of the amount in Paragraph 5 of the NFL Player Contract, and he will be placed in Stage Two upon notification by the Medical Director.

## 2. Stage Two.

### a. **Procedures.**

- (1) **Advancement:** A player will advance from Stage One to Stage Two after notification by the Medical Director or expiration of the Stage One time limitations.
- (2) **Compliance with Treatment Plan:** A player in Stage Two must comply with the terms of his Treatment Plan, if one is developed, in Stage One and as may be amended in Stage Two.

- (3) **Testing:** All players in Stage Two will be subject to unannounced Testing. At the sole discretion of the Medical Advisor, a player may or may not be tested; however, if he is tested, he may not be tested more than 10 times during any calendar month. Such Testing shall include Testing for the NFL Drug Panel and alcohol, but in addition Tests for other substances of abuse will be conducted if the player's Treatment Plan requires abstention from and enumerates testing for such substances.
- (4) **Evaluation:** A player, while undergoing Stage Two Testing, may be required to submit to further evaluation and subsequent treatment at the discretion of the Medical Director.

**b. Discipline.**

- (1) **Discipline for First Failure to Comply in Stage Two:** A player in Stage Two who fails to comply with his Treatment Plan or fails to cooperate with testing, treatment, evaluation or other requirements imposed on him by this Policy, both as determined by the Medical Director, or has a Positive Test will be subject to:
  - (a) A fine of four-sevenths (4/7) of the amount in Paragraph 5 of the NFL Player Contract if the player has successfully completed Stage One; and
  - (b) A suspension for the period of time to cover four consecutive regular season and post-season (including Pro Bowl, if selected) games without pay if he did not successfully complete Stage One.
- (2) **Discipline for Second Failure to Comply in Stage Two:** A player who has two Positive Tests in Stage Two; or fails twice, as determined by the Medical Director, to comply with his Treatment Plan in Stage Two; or has a Positive Test and fails to comply with his Treatment Plan, as determined by the Medical Director; or fails to cooperate with testing, treatment, evaluation or other requirements imposed on him by this Policy, as determined by the Medical Director, will incur:
  - (a) A suspension for the period of time to cover four consecutive regular and post season games (including the Pro Bowl, if selected) without pay if the player was fined pursuant to Section E.2.b.(1)(a) above; and

- (b) A suspension for the period of time to cover six consecutive regular and post season games (including the Pro Bowl, if selected) without pay if the player was suspended pursuant to Section E.2.b.(1)(b) above.
    - (c) The computation of the amount a player must forfeit and return to his Club as a result of a suspension under this section and banishment under Section 3.b(2) of this Article is set forth in Appendix D.
  - c. **Duration:** A player will remain in Stage Two for twenty-four months or two full seasons, whichever is shorter, beginning from the later of either the date of entry into Stage Two; or after entering Stage Two, the date upon which a player fails to comply with the Treatment Plan or fails to cooperate with testing, treatment, evaluation or other requirements imposed on him by this Policy, both as determined by the Medical Director or has a Positive Test. Notwithstanding the foregoing, without any notice a player will be automatically and immediately advanced to Stage Three if while in Stage Two he has any of the following:
    - (1) two Positive Tests; or
    - (2) two instances in which he fails to cooperate with testing, treatment, evaluation or other requirements imposed on him by this Policy or to comply with his Treatment Plan; or
    - (3) one Positive Test and one instance of a failure to comply with his Treatment Plan or cooperate with testing, treatment, evaluation or other requirements imposed on him by this Policy while in Stage Two.
- d. **Completion of Stage Two:** A player who completes Stage Two without being advanced to Stage Three will be afforded the same status as a player who had never by Behavior or a Positive Test been referred to the Intervention Stages. Notwithstanding the foregoing, the Medical Director and the Medical Advisor may agree to extend the period of Stage Two for any player; provided, however, before extending the period of time in Stage Two, the Medical Director shall meet with the player (who shall attend either in person or by telephone at the option of the player), along with the Medical Advisor (who shall attend either in person or by telephone at the option of the Medical Advisor), at least 30 days before the expiration of the player's two year period in Stage Two (unless the justification for the extension occurs less than 30 days

prior to the expiration of the normal term). The purpose of this meeting is to inform the player that his term in Stage Two is going to be extended and establish a time (no later than every six months after the normal expiration date) when the Medical Director and the Medical Advisor will confer with the player to review his situation. At each conference, the player shall be informed what is expected of the player during each extension period.

3. **Stage Three.**

a. **Procedures.**

- (1) **Term:** A player in Stage Three will remain in Stage Three for the remainder of his NFL career.
- (2) **Compliance with Treatment Plan:** A player in Stage Three must comply with the terms of his Treatment Plan, as required in Stage Two and as may be developed and/or amended in Stage Three.
- (3) **Testing:** A player in Stage Three will be subject to unannounced Testing. At the sole discretion of the Medical Advisor, a player may or may not be tested; however, if he is tested, he may be tested up to 10 times during any calendar month. Such Testing shall include Testing for the NFL Drug Panel and alcohol, but in addition Tests for other substances of abuse will be conducted if the player's Treatment Plan requires abstention from and enumerates testing for such substances. After being in Stage Three for three seasons, a player may request of the Medical Advisor that the number of tests that he is subject to be reduced. The Medical Advisor may, but is not required to, agree to the request. A player in Stage Three may not make this request more often than annually. The Medical Advisor, after consultation with the Medical Director, may extend or resume this period of Testing.
- (4) **Evaluation:** A player, while undergoing Stage Three Testing, may be required to submit to further evaluation and subsequent treatment at the discretion of the Medical Director.

b. **Discipline.**

- (1) **Discipline for Failure to Comply in Stage Three:** A player who fails to cooperate with testing, treatment, evaluation or other requirements imposed on him by this Policy or fails to comply with his Treatment Plan, both as

determined by the Medical Director, or who has a Positive Test, will be banished from the NFL for a minimum period of one calendar year.

- (2) **Banishment:** A player banished from the NFL pursuant to subsection (1) above will be required to adhere to his Treatment Plan and the provisions of this Intervention Program during his banishment. During a player's period of banishment, his contract with an NFL club shall be tolled.

**c. Reinstatement.**

- (1) **Criteria:** After the completion of the one-year banishment period, the Commissioner, in his sole discretion, will determine if and when the player will be allowed to return to the NFL. A player's failure to adhere to his Treatment Plan during his banishment will be a significant consideration in the Commissioner's decision of whether to reinstate a player. A player seeking reinstatement must meet certain clinical requirements as determined by the Medical Director and other requirements as set forth in Appendix B.
- (2) **Procedures After Reinstatement:** If a player is reinstated, he will remain in Stage Three for the remainder of his NFL career, subject to continued Testing and indefinite banishment. A player allowed to return to the NFL following a banishment must participate in continued treatment under this Intervention Program as required by the Medical Director.

**4. Notice to NFL Management Council and NFLPA.**

The NFL Management Council and the NFLPA shall be notified whenever an event occurs that will subject a player to discipline in any Intervention Stage.

**F. Notice.**

Players who are in any of the Intervention Stages are required to provide the Medical Advisor and the Medical Director with an address and telephone number where they can be reached at all times, and the Medical Advisor shall attempt to notify the player using the method that is reasonably calculated to provide notice to the player in a timely manner. Any notice required to be provided to a player under this Policy will be deemed to be delivered on the earlier of (1) four business days after mailing by regular mail to the address either provided by the player pursuant to this Section or maintained by the player's club, or (2) actual delivery or notice which for purposes of this Policy shall be deemed to have occurred at the time that a voice mail is left at the telephone number

provided by a player or that a Federal Express or other similar means of overnight delivery, waiving signature, is delivered to the address provided by a player.

## **II. Discipline for Violation of Law Related to Substances of Abuse Other Than Alcohol.**

### **A. Additional Commissioner Discipline.**

Apart from and in addition to any other provisions of this Policy, players convicted of or admitting to a violation of law (including, within the context of a diversionary program, deferred adjudication, disposition of supervision, or similar arrangement including but not limited to *nolo contendere*) relating to use, possession, acquisition, sale, or distribution of substances of abuse other than alcohol, or conspiring to do so, are subject to appropriate discipline as determined by the Commissioner. Where appropriate, such discipline may include substantially longer suspensions than those set forth below.

### **B. Discipline for Violations of the Law.**

A player will normally be subject to discipline up to and including suspension without pay for four regular and/or post-season games for a first violation of the law related to substances of abuse other than alcohol and for six regular and/or post-season games for a second violation of the law related to substances of abuse other than alcohol. A player's treatment history may be considered by the Commissioner in determining the appropriate degree of discipline. The suspension period may be extended if medically necessary, and, if extended, may involve mandatory treatment if required by the Medical Director.

## **III. Discipline for Alcohol-Related Violations of Law or Abuse of Alcohol.**

### **A. Abusive Consumption.**

Although alcoholic beverages are legal substances, when consumed abusively they can produce or contribute to conduct that is unlawful and threatens the health and safety of players and other persons. Such conduct is detrimental to the integrity of and public confidence in the NFL and professional football. In addition, the abusive consumption of alcoholic beverages may indicate a substance abuse problem that requires medical attention.

### **B. Alcohol-Related Offenses.**

The Commissioner will review and may impose a fine, suspension, or other appropriate discipline if a player is convicted of or admits to a violation of the law (including within the context of a diversionary program, deferred adjudication, disposition of supervision, or similar arrangement including but not limited to *nolo contendere*) relating to the use of alcohol. Absent aggravating circumstances, discipline for a first offense will generally be a fine of two-seventeenths (2/17) of the amount in Paragraph 5 of the NFL Player Contract to a maximum of \$50,000. If the Commissioner finds that there were aggravating circumstances, including but not limited to felonious conduct or serious injury or death of third parties, and/or if the player has had prior drug or alcohol-related misconduct, increased discipline up to and including suspension may be imposed.

Discipline for a second or subsequent offense is likely to be a suspension, the duration of which may escalate for repeat offenses.

#### IV. Imposition of Fines and Suspensions.

##### A. Fines.

##### 1. Computation and Collection of Fines.

- a. **Computation:** A club shall collect any player fine imposed pursuant to this Policy over the remaining pay periods of the season in which the fine is imposed in equal installments of no more than one-half of the player's gross salary; however, a player's salary shall not be reduced to such an extent that his per week take home pay would be less than \$13,000 or thirty percent (30%) of one-seventeenth (1/17) of the amount in Paragraph 5 of the NFL Player Contract whichever is lower. The amount of the fine shall be calculated using the player's contract at the time of his failure to comply with the terms of the Policy or his last contract if not under contract to an NFL Club at the time of his failure to comply. If the incident giving rise to the fine occurs prior to the first day of the League Year, the contract for the season immediately prior to such first day of the League Year shall be used; if the incident giving rise to the fine occurs on or after the first day of the League Year, the player's contract, if any, for the season immediately following such first day of the League Year will apply. Any deferred compensation attributable to a game missed due to suspension or to a fine period shall be reduced or eliminated as appropriate. Any fines imposed for violations of this Policy shall be applied to the costs of the Policy.
  
- b. **Split Seasons/Different Clubs:** Should a club be unable to collect the full amount of the fine during the season of its imposition, the remaining portion of the fine shall be collected the following season(s). If, at the beginning of the next regular season, the player is under contract to the same club, the remainder of the fine imposed pursuant to this Policy will be collected by said club in equal installments of no more than one-half of the player's gross salary, if necessary, for each pay period until the fine is paid in full; however, a player's salary shall not be reduced to such an extent that his per-week take home pay would be less than \$13,000 or thirty percent (30%) of one-seventeenth (1/17) of the amount in Paragraph 5 of the NFL Player Contract whichever is lower. If at the beginning of the next regular season, the player is under contract to a different club, the remainder of the fine imposed pursuant to this Policy will be collected by the new club in equal installments of one-half of the player's gross salary for each pay



period until the fine is paid in full; however, a player's salary shall not be reduced to such an extent that his take home pay is less than \$13,000 or thirty percent (30%) of the amount (or pro rata amount for players playing less than a full season) in Paragraph 5 of the NFL Player Contract, whichever is lower. If, at the beginning of the next regular season, the player is not under contract to any NFL club, the remainder of the fine imposed pursuant to this Policy may be recovered from any monies still owing from the NFL, or any of its clubs, to the player, including any salary or other form of compensation remaining owed pursuant to paragraphs 5 and 24 of a prior NFL Player Contract, any deferred compensation and any termination pay, but not including severance pay.

**2. Prohibition Against Club Payment of Fine.**

No club shall be permitted to pay any fine imposed pursuant to this Policy for or on behalf of a player so fined, nor shall a club be permitted to increase such player's compensation so as to cover, in whole or in part, the total amount of the fine.

**B. Suspensions.**

**1. Suspension Procedures.**

During any suspension, the player will not receive any pay, including pay for any post-season game that he misses because of his suspension, except as provided by Article XLII, Section 4 of the CBA. Notwithstanding the foregoing, if a bye week occurs during a suspension period, the player will receive his compensation for the bye week in equal installments over the remainder of the season after expiration of his suspension for as long as he is under contract and with the club that he was under contract with at the time of the commencement of his suspension. The disciplinary period will begin on the date set in the NFL's notification to the player of his suspension, subject to any appeal. If there are fewer than the prescribed number of games remaining when the suspension begins, including any post-season games for which the club qualifies, the suspension will continue into the next regular season until the prescribed number of games has been missed.

In regard to all suspensions other than a banishment imposed pursuant to Stage Three of the Intervention Program, the player shall be eligible to participate in all off-season (not including post-season games) and pre-season club functions, training programs, practices, pre-season games and meetings, up to and including the date of the team's last pre-season game in the next NFL season. Additionally, the player shall be eligible, at the discretion of the club, to participate in all in-season club functions, training programs and meetings, but not in any in-season games or practices. Notwithstanding the foregoing, a player may not participate with his team in joint press conferences with team officials on or off club

premises. A player banished pursuant to Stage Three of the Intervention Program may not participate with his club in any way except to see his Treating Clinician for treatment purposes on club property, but he must vacate the premises immediately following termination of the treatment session with the Treating Clinician. A free agent will serve his suspension as if he had a contract with a club. Any suspension period may be extended if medically necessary, and, if extended, may involve mandatory treatment if required by the Medical Director in his discretion.

**2. Post-Season Treatment of Suspension or Fine.**

Any suspension without pay imposed pursuant to the terms of this Policy shall include post-season games played by his team if, at the time of suspension, an insufficient number of games remain in the regular season to satisfy the period of suspension. Similarly, any fines remaining owed at the conclusion of the regular season will continue to be deducted from a player's post-season compensation, if any, in accordance with the provisions of subsection 1 above, except as provided below. If a player would otherwise qualify for a payment of post-season compensation pursuant to Article XLII, Section 4 of the CBA, such post-season pay shall not be affected by administrative actions imposed pursuant to the terms of this Policy.

**3. Examination in Connection With Reinstatement.**

A player seeking reinstatement from any suspension imposed under this Policy must be given a physical examination and physically cleared by the Team Substance Abuse Physician before he may participate in contact drills or in a game. Such examination shall not include drug Testing.

**V. Appeal Rights.**

Any dispute concerning the application, interpretation or administration of this Policy (hereafter "grievance") shall be resolved exclusively and finally through the following procedures.

**A. Presentation of Grievances.**

**1. Disciplinary Appeals.**

Any player who is notified by the NFL Management Council that he is subject to a fine or suspension (hereafter "discipline") for violation of the terms of this Policy may appeal such discipline directly to the Commissioner. A player must do so in writing within five (5) days of receiving notice from the NFL that he is subject to discipline. In his appeal, the player may not present grievances that have not been raised in a timely manner in accordance with this Article V, nor may he present defenses to the imposition of discipline that are the subject of "Other Appeals" set forth in Section A.2., below.

**2. Other Appeals.**

Any player who has a grievance over any aspect of the Policy other than discipline, including but not limited to claims of disparate treatment, must present such grievance to the NFLPA (with a copy to the NFL Management Council) within five (5) days of when he knew or should have known of the grievance. The NFLPA will endeavor to resolve the grievance in consultation with the NFL Management Council. Thereafter, the NFLPA may, if it determines the circumstances warrant, present such grievance to the Commissioner for final resolution. Such appeal must be presented to the Commissioner no later than thirty (30) days after the player's presentment of the grievance to the NFLPA.

**3. Stays.**

With the sole exception of the imposition of discipline, no other requirements of this Policy will be stayed pending the outcome of an appeal.

**B. Conduct of Appeals Before the Commissioner.**

**1. Hearing.**

The Commissioner will designate a time and place for a hearing (either in person or by telephone), at which either he or his designee will preside. A player may be accompanied by counsel and present relevant evidence or testimony in support of his appeal.

**2. Effect of Pendency of Appeal.**

A fine or suspension that has been timely appealed shall not take effect until completion of the player's appeal. However, the pendency of a grievance or appeal shall not excuse a player from compliance with any other aspect of the Policy.

**3. Discovery.**

In presenting a grievance or appeal concerning this Policy, the player shall be entitled to access only the information upon which the decision to impose disciplinary action was based; however, in no event will a player have access to records or reports concerning the participation in or application of this Policy to any other player.

**4. Procedural Disputes.**

The Commissioner shall have exclusive and final authority to resolve all issues affecting the presentation of grievances and the conduct of appeals, including the timing and location of the hearing, the timeliness of grievances and appeals, access to information, and the relevance of evidence. All issues affecting the presentation of grievances and the conduct of appeals (including disputes over

discovery issues) that are known to either party to an appeal hearing must be resolved at least 48 hours prior to the commencement of the appeal hearing. Notwithstanding the foregoing, the player or his representative may argue such other issues if they become known to him after the time for resolution set forth above.

**5. Witnesses.**

Any professional who interacts with a player pursuant to the terms of this Program, including, but not limited to a Treating Clinician, an Evaluating Clinician, an authorized specimen collector, or a consulting psychiatrist, may not testify at an appeal hearing unless the professional will testify as to matters that only the professional has substantial knowledge. A player or his representative desirous of having a professional testify at a hearing must proffer to (i) the Medical Advisor in the case of a specimen collector or (ii) the Medical Director in the case of any other professional, the testimony that the professional is going to give and an explanation of why that professional is the only one who has substantial knowledge of that information. After the proffer, the Medical Advisor or the Medical Director, depending on to whom the proffer was made, shall determine whether to permit the professional to testify, but only after consulting with the Program's counsel and the Management Council and the NFLPA. The player and/or his representative may not communicate with any professional who interacts with the player pursuant to the terms of this program unless it is determined that the professional may testify at the appeal hearing.

**6. Issues on Appeal, Witnesses, and Evidentiary Documents.**

At least 96 hours prior to the hearing, the player or his representatives must present a statement of issues known to the player or his representatives at that time to be argued on appeal. Notwithstanding the foregoing, the player or his representatives may argue such other issues if they become known to him after submission of the statement of issues. Additionally, each side must present to the other a list of witnesses who are to testify at the appeal hearing and copies of evidentiary documents that they intend to introduce at the appeal hearing at least 96 hours prior to the appeal.

**7. Commissioner Determination.**

Within a reasonable period of time, following the hearing, the Commissioner will issue a written decision which will constitute a full, final, and complete disposition of the appeal and which will be binding on all parties.

**VI. Miscellaneous.**

**A. Alcoholic Beverages and NFL Club Responsibility.**

Alcoholic beverages are prohibited in club locker rooms. Clubs are responsible for taking appropriate measures to prevent abuse of alcohol on team flights to and from games.

## **APPENDIX A**

### **Collection Procedures**

Upon reporting to the collection site, a player shall be required to produce a government issued photo ID. Once identification is completed, the player will be asked to break through a heat-sealed plastic bag containing a urine specimen cup. To prevent evasive conduct, the player will then furnish a urine specimen under observation by a member of the collection team. Thereafter, in the presence of the player, the integrity seal on a sealed collection kit will be broken. This kit will be used to store and ship his urine specimen. The player will be asked to verify that the collection kit was sealed. After affording the player the opportunity to observe, the specimen will be split between an “A” bottle and a “B” bottle, and resealed with security seals. The player will be asked to sign the chain-of-custody form.

In the pre-season collection process, the player’s urine specimen will be divided between two different Testing kits – one for anabolic steroid Testing and one for substances of abuse Testing.

Once the bottles for substances of abuse have been sealed and the chain-of-custody form has been completed, the bottles will be inserted into containers and placed back into the kit. The kit will then be sealed and sent by Federal Express or similar carrier to the Testing laboratory.

All bottles will be identified by a control identification number. The number on the bottles will be the same as the number on the chain-of-custody form. The Testing laboratories will be unable to associate any specimen with an individual player.

## APPENDIX A-1

### PROCEDURES FOR DILUTE SPECIMENS

The National Football League Players Association and the National Football League Management Council have agreed that, effective May 1, 2006, the following procedures and standards will be used to determine whether a “dilute” specimen is the equivalent to a Positive Test under Section I.C.3.f of the NFL Policy and Program for Substances of Abuse (“Program”).

1. A dilute specimen will be tested to the “limits of detection” to determine if there is a presence of any substance banned by the Program or by an individual player’s treatment plan. The presence of such substance, when the specimen is tested to the “limits of detection,” shall be referred to as an “LOD Positive”; the absence of such substance shall be referred to as an “LOD Negative.”
2. Any player who provides a dilute specimen during Pre-Employment Testing (Section I.C.1.a) or Pre-Season Testing (Section I.C.1.b) shall enter Stage One of the Intervention Program, as follows:
  - a. Players who provide a dilute urine specimen that is an LOD Positive shall enter Stage One of the Intervention Program by Positive Test (Section I.D.1.a);
  - b. Players who provide a dilute urine specimen that is an LOD Negative shall enter Stage One of the Intervention Program by Behavior ( Section I.d.1.b)
3. A player who is in either Stage Two or Stage Three of the Intervention Program and provides a dilute urine specimen that is an LOD Positive shall be deemed to have had a Positive Test.
4. Each time a player enters the Intervention Program, he will be warned the first time he provides a dilute specimen that is LOD Negative after being advanced to Stage Two; however, after this one warning, a player in Stage Two or Stage Three who provides another dilute specimen that is LOD Negative shall be deemed to have produced a Positive Specimen.
5. “B” bottle testing shall not be afforded to players who provide a dilute specimen that results in a dilute warning.

**Dress Code: The player’s dress code for NFL drug testing is BARE ABOVE THE KNEES. No shirts or other upper body garments are to be worn for a test and all lower body garments are to be lowered to the knees.**

## **APPENDIX B**

### **Procedures for Making Application for Reinstatement by a Player Banned Under Stage Three of the Intervention Program**

Any player who has been suspended under Stage Three may apply formally in writing for reinstatement no sooner than 60 days before the one-year anniversary date of the letter so suspending him.

The application should include all pertinent information about the player's

- (a) Treatment;
- (b) Abstinence from substances of abuse throughout the entire period of his suspension;
- (c) Involvement with any substances of abuse related incidents; and
- (d) Arrests and/or convictions for any criminal activity, including substances of abuse related offenses.

Set forth below are the procedures to be used when an application is received by the Commissioner.

1. Within 45 days of receipt of the application, the player will be interviewed by the Medical Director and the Medical Advisor after which a recommendation will be made to the Commissioner with regard to the player's request for reinstatement.
2. The player will execute appropriate medical release forms that will enable the Commissioner's staff and NFLPA Executive Director's staff to review the player's substance abuse history, including but not limited to attendance at counseling sessions (individual, group and family); attendance at 12-step and other self-help group meetings; periodic progress reports; and all diagnostic findings and treatment recommendations.
3. The player will submit to urine Testing by an NFL representative at a frequency determined by the Medical Advisor.
4. The player will agree in a meeting with the Commissioner or his representative(s) to comply with the conditions imposed by the Commissioner for his reinstatement to the status of an active player.
5. All individuals involved in the process will take steps to enable the Commissioner to render a decision within 60 days of the receipt of the application.



## APPENDIX C

### Addresses and Phone Numbers

#### Medical Advisor

Lawrence S. Brown, M.D.  
229A Carroll Street  
Brooklyn, NY 11231

Business Phone: 718-522-7363  
Business Fax: 718-596-5666  
Email: [nflbrown@aol.com](mailto:nflbrown@aol.com)

#### Medical Director

J. Richard Spatafora, M.D.  
600 North McClung Court  
Suite 4411A  
Chicago, IL 60611

312-915-0974  
[nfljrs@gmail.com](mailto:nfljrs@gmail.com)

#### Administrator

ERM Associates, Inc.  
Suite C  
221 Mount Hermon Road  
Scotts Valley, CA 95066

Business Phone: 1-800-880-2376  
Business Fax: 831-430-1533  
[wcbriham@cruzio.com](mailto:wcbriham@cruzio.com)

## APPENDIX D

A Player who is suspended under this Policy shall forfeit and return to his Club (or forego entitlement to unpaid portions of) the proportionate amount of his signing bonus corresponding to the period of the suspension; provided that, if (a) the suspension is for a period of one year or more, (b) the Player's Contract is tolled during such suspension, and (c) the Player subsequently performs under the Contract during the extended period that results from the tolling, then the Player shall earn back the proportionate amount of forfeited or forgone signing bonus for the extended period in which he performs. For purposes of this Section, "proportionate amount" means  $1/17^{\text{th}}$  of the signing bonus allocation for each regular season week or regular season game missed per League Year covered by the suspension, or  $1/17^{\text{th}}$  of the forfeited or forgone signing bonus allocation for each regular season week or regular season game subsequently played per extended year of the Player's Contract, in the case of a Player earning back previously forfeited or forgone signing bonus.

By way of example, without limitation on any other example, if a Player with a four-year Player Contract for the 2006-2009 League Years that contains a signing bonus of \$4 million is suspended for the 2007 and 2008 League Years for violation of the Policy, then the Player would forfeit and return to his Club \$2 million in signing bonus allocation (\$1 million for the 2007 League Year and \$1 million for the 2008 League Year). If, after performing under the Player Contract in the 2009 League Year, the Player then performed one of his previously tolled years in the 2010 League Year, he would earn back \$1 million. If the Player then performed for eight games of the second of his previously tolled years in the 2011 League Year and then retired, he would earn back an additional \$470,588 ( $8/17 \times \$1$  million).

## APPENDIX E

### **ABUSE OF PRESCRIPTION AND OVER-THE-COUNTER DRUGS**

Under the Policy, the abuse of prescription and over-the-counter drugs is prohibited.

*Abuse of prescription drugs is defined as either:*

- a. the use of a prescription drug without a prescription issued to the player by a licensed healthcare provider; or*
- b. the use of a prescription drug issued to the player by a licensed healthcare provider more than thirty (30) days after the expiration date of the prescription.*

*Abuse of over-the-counter drugs is defined as the use of an over-the-counter drug in disregard for the directions for use.*

The NFL and NFL Players Association have agreed that, effective July 15, 2009, the following will apply with respect to positive test results based on the impermissible use of these drugs:

1. Any player who tests positive due to the abuse of a prescription or over-the-counter drug during Pre-Employment Testing (Section I.C.1.a) or Pre-Season Testing (Section I.C.1.b) shall enter Stage One of the Intervention Program by Behavior pursuant to Section I.D.1.b.
2. A player who is in the Intervention Program and who tests positive a *first* time due to the abuse of a prescription or over-the-counter drug will be eligible for a reduction from the applicable discipline unless his entry into the Intervention Program was due to the abuse of a prescription or over-the-counter drug.
3. A player who tests positive a *second* time due to the abuse of a prescription or over-the-counter drug shall not be eligible for a reduction in discipline.