



**NFL PLAYERS**  
ASSOCIATION

# **NATIONAL FOOTBALL LEAGUE**

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

**2020**

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

# National Football League Policy and Program on Substances of Abuse

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# NATIONAL FOOTBALL LEAGUE POLICY AND PROGRAM ON SUBSTANCES OF ABUSE

## GENERAL POLICY

The National Football League (“NFL”) and the National Football League Players Association (“NFLPA”) have maintained policies and programs regarding substance abuse. In Article 39, Section 7 of the NFL Collective Bargaining Agreement (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 the “Policy”).

The illegal use of drugs and the abuse of prescription drugs, over-the-counter drugs, and alcohol (hereinafter “Substances of Abuse”) is prohibited<sup>1</sup> for Players<sup>2</sup> in the 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.

This Policy and its terms shall be binding on all NFL Clubs and shall constitute the sole and exclusive means by which the NFL and Clubs can test Players for Substances of Abuse or refer them for substance abuse 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 all previous policies and shall continue until the expiration or termination of the CBA. All Players in the Intervention Stages under the superseded policy shall be deemed to be in the corresponding Intervention Stage under this Policy. 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 or who have violations of law involving Substances of Abuse are subject to the established levels of discipline set forth in this Policy. The provisions of Article 51, 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 provisions of this Policy is imposed through the authority of the Commissioner of the National Football League (“Commissioner”) subject to the terms set forth in this Policy. The Commissioner maintains the ability to impose other discipline for conduct not covered by this

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<sup>1</sup> The NFL and the NFLPA prohibit Players from the illegal use, possession, or distribution of drugs, including but not limited to cocaine; marijuana and synthetic cannabinoids; 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> Except as otherwise noted in this Policy, the term “Players” includes all present and future Players in the NFL described as being in the bargaining unit as set forth in the preamble to the CBA as well as all Players attending the annual scouting combines.

Policy. 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. As a result, the implementation and application of the terms of this Policy should first be directed toward ensuring evaluation and treatment. Nevertheless, as a part of the overall program, Players who violate the law or do not comply with the requirements of the Policy will be subject to appropriate discipline. An important principle of this Policy is that a Player will be held responsible for whatever goes into his body.

The Parties recognize that maintaining competitive balance among NFL Clubs requires that all NFL Players be subject to the same rules and procedures regarding drug testing. The rules and procedures set forth herein are designed to protect the confidentiality of information associated with this Policy and to ensure the accuracy of test results, and the Parties intend that the Policy meets or exceeds all applicable laws and regulations related thereto. The Parties also recognize the importance of clarity in the Policy's procedures, including the scientific methodologies that underlie the Policy, the appeals process and the basis for discipline imposed, and reaffirm their commitment to deterrence, discipline and a fair system of adjudication.

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

### **1.1 Administration**

#### **1.1.1 Medical Director and Regional Teams**

The Parties will jointly select and be equally responsible for the salary of a Medical Director who is responsible for developing and implementing all aspects of the Policy that relate to the treatment of Players. The Medical Director shall be a physician licensed and in good standing by the medical board of any state in the United States. The Medical Director 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 treatment teams together with a Regional Psychiatrist. The Medical Director, Evaluating Clinicians and Regional Psychiatrist will work together in a collaborative manner to facilitate, coordinate, monitor, and assess Players' compliance with their Treatment Plans. (For purposes of this Policy, a "Treatment Plan" is defined as a written plan of intervention and requirements to assist in the treatment of a Player.)

The Medical Director will be assisted by a Substance Abuse Program Coordinator & Educator ("Program Administrator"). The Parties will jointly select and be equally responsible for the salary of the Program Administrator.

The Parties agree that the Medical Director shall have the sole discretion to make various decisions regarding the treatment portions of this Policy. The Medical Director's decisions that do not result in the discipline (a fine or suspension) of a Player shall be final and binding, except as otherwise provided for in this Policy.

The Medical Director and the Program Administrator (and any persons employed thereby) shall act in good faith and with equal obligation to the NFLPA and NFL. The Medical Director and the Program Administrator shall report equally, promptly and contemporaneously to both the NFLPA and NFL regarding all correspondence and relevant

information, and seek guidance from both Parties when exercising responsibilities under the Policy.

### **1.1.2 Medical Advisor**

The Parties will jointly select and be equally responsible for the salary of a Medical Advisor who will have the responsibility, among other duties, of serving as medical review officer and overseeing selection and testing under this Intervention Program. The Medical Advisor shall be a physician licensed and in good standing by the medical board of any state in the United States.

The Medical Advisor may advise the Medical Director regarding Treatment Plans for Players and may consult with the Chief Forensic Toxicologist as appropriate. 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 Parties agree that the Medical Advisor will have sole discretion to make the various decisions assigned to him or her under the terms of the Policy, and such decisions shall be final and binding, except as otherwise provided for in this Policy.

The Medical Advisor (and any persons employed thereby) shall act in good faith and with equal obligation to the NFLPA and NFL. The Medical Advisor shall report equally, promptly and contemporaneously to both the NFLPA and NFL regarding all correspondence and relevant information, and seek guidance from both Parties when exercising responsibilities under the Policy.

### **1.1.3 Treating Clinicians and Treatment Facilities**

The Medical Director will approve and select an appropriate number of health care professionals 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 (“Treating Clinicians”). Treating Clinicians will be responsible for administering the Treatment Plans for Players assigned to him or her by the Medical Director. 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.

It is the responsibility of the Medical Director in consultation with the treatment teams to designate suitable facilities at which Players entering the Program may be treated (“Treatment Facilities”).

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 designated. If the Medical Director and treatment teams 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.

#### **1.1.4 Team Substance Abuse Physicians**

Each NFL Club will designate one of its affiliated physicians as its team physician for substance abuse matters (the “Team Substance Abuse Physician”). With the exception of those Players who enter the Intervention Program through Self-Referral, the Team Substance Abuse Physician will be informed as to the participation of any Player from his team in the Intervention Program, the Player’s administrative status, and/or the nature of that Player’s treatment. The Team Substance Abuse Physician shall consult and coordinate as appropriate regarding Club-level aspects of the Player’s treatment program including the prescription or prohibition of medications to facilitate compliance with the treatment program.

#### **1.1.5 Chief Forensic Toxicologist**

The Parties will select and be equally responsible for the salary of a Chief Forensic Toxicologist who will have the responsibility for, among other duties: (1) laboratory evaluation of urine samples produced pursuant to the terms of this Policy; (2) providing scientific advice to the Parties, the Medical Director and the Medical Advisor on matters of toxicology and the analysis of specimens; (3) scientific interpretation of positive drug findings; and (4) providing forensic testimony as needed.

The Parties agree that the Chief Forensic Toxicologist will have sole discretion to make the various decisions assigned under the terms of the Policy, and such decisions shall be final and binding, except as otherwise provided for in this Policy.

The Chief Forensic Toxicologist (and any persons employed thereby) shall act in good faith and with equal obligation to the NFLPA and NFL. The Chief Forensic Toxicologist shall report equally, promptly and contemporaneously to both the NFLPA and NFL regarding all correspondence and relevant information, and seek guidance from both Parties when exercising responsibilities under the Policy.

#### **1.1.6 Collection Vendor**

The NFL and NFLPA shall jointly agree upon one or more Collection Vendors to be responsible for specimen collection, storage and transportation to the designated laboratory. The Collection Vendor’s written protocols and chain-of-custody documents must ensure that best practices collection procedures are utilized at all times in a manner consistent with generally accepted scientific principles relevant to the collection and storage of the types of substances tested for under this Policy. The collection protocols and chain-of-custody documents, together with any material modifications thereto, shall be reviewed and approved by the Parties with the advice and recommendation of the Chief Forensic Toxicologist and Medical Advisor. Once approved, if the Chief Forensic Toxicologist or Medical Advisor seeks to make any additional modifications, he or she must immediately inform the Parties.

The Collection Vendor shall implement a training and certification process for all employees or agents involved in the collection of any sample under this Policy. Upon request of either Party, the Collection Vendor shall provide the Parties with all information regarding its training and certification processes.

#### **1.1.7 Club Physicians**

Club Physicians are physicians designated by the Clubs or selected by the Player in accordance with Article 39 of the CBA.

#### **1.1.8 Policy Review**

The NFL Management Council, NFLPA, Medical Director, Medical Advisor, Program Administrator and Chief Forensic Toxicologist will meet periodically to review the operation of the Policy and Program. To facilitate the review process, the Parties will have full access

to information relating to the implementation and operation of this Policy, except to the extent that such access would conflict with the confidentiality or other provisions of this Policy. Modification of the Policy will require the mutual consent of the Parties.

### **1.1.9 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.

### **1.1.10 Term, Discharge and New Appointments**

Unless the Parties mutually determine otherwise, the Medical Director, Medical Advisor, Chief Forensic Toxicologist and Program Administrator each shall serve a minimum three-year term. Notwithstanding, either or all may be discharged by either Party at any time provided that written notice is given by the discharging party one year prior to discharge.

Within six months of issuance of a notice of intent to discharge or notice of intent to resign the appointment by the Medical Director, Medical Advisor, Chief Forensic Toxicologist or Program Administrator, the Parties will each identify a minimum of three successor candidates. All timely identified candidates will then promptly be ranked by the Parties, with input from personnel for the Policy and Policy on Performance-Enhancing Substances. Within sixty days, the top three candidates will be interviewed by the Parties, with participation by Policy personnel if requested. Absent agreement on a successor, the Parties will alternately strike names from said list, with the Party striking first to be determined by the flip of a coin.

Should a Party fail to identify, rank, interview or strike candidates in a timely manner, that Party will forfeit its rights with respect to that step of the appointment process, including selection of the ultimate successor if that Party fails to participate in alternate striking.

Where necessary, the Parties will endeavor to name an interim appointee for any vacant positions pending selection of a successor.

## **1.2 Confidentiality**

### **1.2.1 Program Information**

The Medical Advisor, Medical Director, Program Administrator, Team Substance Abuse Physician, Chief Forensic Toxicologist and all employees and consultants of the NFL, NFL Management Council, NFLPA (including its employees, members and Certified Contract Advisors), Evaluating Clinicians, Treating Clinicians and NFL Clubs (“Interested Parties”) shall take all reasonable steps to protect the confidentiality of information acquired in accordance with the provisions of this Policy, 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) employing or having employed the Player (“Intervention Program Information”).

Intervention Program Information about a Player is subject to the confidentiality provisions of this Policy unless such information is disclosed: (a) by the Player or by authorization of the Player; or (b) pursuant to Section 1.2.2 below; or (c) via corrective disclosure by the Management Council pursuant to this Section.

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 Policy.



The Management Council may publicly announce or acknowledge disciplinary action against a Player when a suspension is upheld or if the allegations relating to a Player's violation of the Program previously are made public through a source other than the Management Council or a Club (or their respective employees or agents).

In addition, the Parties jointly may publicly disclose information relating to a Player to maintain confidence in the credibility of the Policy or to correct inaccurate public claims made by that Player or his representatives about the operation of the Policy, discipline, underlying facts or appeals process.

Finally, on an annual basis the Medical Director will prepare and submit to the Parties a report with de-identified information concerning Program census and clinical information. The Parties will review the report and agree on what if any information should be published in an Annual Report, together with any results management, research, education or other relevant subjects.

### **1.2.2 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 the Player; or
- b. has contacted another NFL Club regarding a potential acquisition of a Player in a trade and is considering making the Club an offer for the Player; or
- c. is contemplating acquiring a Player through the waiver system;

may be informed by the Medical Advisor or the Management Council whether the Player is subject to suspension the next time he fails to comply with any terms of the Intervention Program and whether or not the Player has disciplinary action pending against him. Such information may be disclosed to the senior Club executives 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 the Player. Any Club employee or officer who, by reason of such inquiry, is in receipt of information disclosed pursuant to this Section will immediately become subject to and be bound by the confidentiality provisions established by this Policy.

Additionally, the Parties will establish a system to permit Club Behavioral Health Clinicians to receive information concerning Program participants.

### **1.2.3 Discipline for Violations of Confidentiality**

The Parties may, in appropriate cases, agree to retain an independent investigator to investigate and report on alleged breaches of confidentiality.

Any Player, Club or Club employee who breaches the confidentiality provisions of this Policy is subject to a fine of up to \$500,000 by the Commissioner.

Any NFLPA employee, or other person subject to the Executive Director's authority who breaches these provisions shall be subject to a fine of up to \$500,000 by the Executive Director. Any Certified Contract Advisor who breaches these provisions shall be subject to discipline under the NFLPA Regulations for Certified Contract Advisors.

Any other person involved in the administration of this Policy who breaches these provisions shall be subject to termination of services or other appropriate action.

The provisions of this Section shall be the sole remedy available to a Player or other Interested Party aggrieved by an alleged violation of the Policy's confidentiality provisions.

### 1.3 Testing for Substances of Abuse

All testing for Substances of Abuse of Players is to be conducted under the direction of the Medical Advisor pursuant to this Intervention Program. Before entering an Intervention Stage, Players shall be tested only for the following substances, which collectively shall be termed the “NFL Drug Panel”:

**Benzoylecognine (cocaine)**  $\geq$  150 ng/mL

**Delta 9-THC-carboxylic acid (marijuana)**  $\geq$  150 ng/mL [ $\geq$  35-149 ng/mL in Stage Two for clinical purposes only]

**Synthetic Cannabinoids**  $\geq$  2.5 ng/mL

**Amphetamine** and its analogues  $\geq$  300 ng/mL

**Opiates (total morphine and codeine)**  $\geq$  300 ng/mL

**Opioids (e.g., hydrocodone, oxycodone)**  $\geq$  300 ng/mL

**Phencyclidine (PCP)**  $\geq$  25 ng/mL

**Methylenedioxymethamphetamine (“MDMA”)** and its analogues  $\geq$  200 ng/mL

**Alcohol**  $\geq$  .06 g/dl (%)

Alcohol is prohibited only if a Player’s Treatment Plan explicitly prohibits alcohol, but all Players in Intervention Stages are tested for alcohol for clinical monitoring purposes.<sup>3</sup> Discipline for alcohol use is imposed only if a Player’s Treatment Plan prohibits alcohol.

After a Player enters any stage of the Intervention Program, testing for additional Substances of Abuse may be included in the Player’s Treatment Plan in accordance with the terms of this Intervention Program.

#### 1.3.1 Types of Testing

**Pre-Employment:** Unless otherwise required by this Policy, a Pre-Employment Test may be administered to:

- (A) Draft-eligible Players during the annual scouting combines;
- (B) A rookie Player desirous of signing a contract with an NFL Club who has not had a test in the four-month period prior to his Pre-Employment Test (excluding a test given at the annual scouting combines); or
- (C) A veteran Player desirous of signing a contract with an NFL Club who:
  - (i) was not under contract to that Club or was under contract with another NFL Club on the date of the last game of the immediately preceding season; and
  - (ii) agrees with the Club with whom he is seeking employment, prior to the execution of a new NFL Player or Practice Squad Player Contract (“NFL Contract”) to submit to a Pre-Employment Test.

Any Club contemplating signing a Player who has been tested under the provisions of this subsection may be informed of the results as permitted under Section 1.2.2.

**Pre-Season (THC):** During the period between the start of Pre-Season Training Camps and the Club’s first Pre-Season Game, Players on each Club will be tested for THC as part of the Annual Test for Performance-Enhancing Substances pursuant to protocols agreed upon by

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<sup>3</sup> If a Player does not have a Treatment Plan that prohibits alcohol consumption, the Player may elect to complete a form satisfactory to the Parties that prohibits transmission of clinical advisory notices for alcohol to the Team Substance Abuse Physician, as discussed in Section 1.3.3 of this Policy.

the Parties. A Player who is signed or otherwise acquired after Pre-Season Testing has occurred will be subject to a Pre-Season Test for THC as determined by the protocols agreed upon by the Parties.

**Pre-Season (Other Substances of Abuse):** All Players under contract with an NFL Club will be tested once for substances on the NFL Drug Panel (excluding THC) during the period beginning April 20 and continuing through August 9. Pre-Season Testing 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 his Pre-Season Test individually if such test has not already been given.

**Intervention Program:** All Players in the Intervention Program will be required to provide a specimen when determined by the Medical Advisor. For Players in Stage One, the Medical Director will determine the frequency of testing for each Player; for Players in Stage Two, the Medical Advisor will determine the frequency of testing subject to the terms of the Policy.

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

### 1.3.2 Testing Laboratory

A central laboratory certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA Lab") will analyze urine specimens for Substances of Abuse. NFLPA shall have a right to review the Policy's SAMHSA Lab annually.

Either Party will have the right to discharge a testing laboratory provided that written notice is provided by the discharging Party six months prior to discharge. Upon issuance of a discharge notice, the Chief Forensic Toxicologist, Medical Director and Medical Advisor will recommend one or more potential successor laboratories after which the NFL Management Council, with appropriate consultation with the NFLPA, will promptly select and engage the successor laboratory.

### 1.3.3 Testing Procedures

A Player in the Intervention Program may choose to have his specimens collected away from the Club facility or stadium. A Player's choice to have his specimens collected away from the Club facility or stadium will not serve as an excuse for failing to appear for testing.

The following procedures are applicable to all testing performed in all Stages of the Intervention Program:

**Notification and Collection Procedures:** Specimen collections occurring at a Club facility, stadium or scouting combine venue will be conducted at the discretion of the Medical Advisor and Collection Vendor without advance notice to the Player. Upon notification that

he has been selected for testing, the Player shall furnish a specimen to the authorized specimen collector immediately or as soon as possible, but in no event more than three (3) hours following notification. Until the specimen is provided, the collector shall maintain specific knowledge of the Player's whereabouts and the Player may not leave the premises for any reason. If the collector reasonably believes that the Player is evading testing, he shall report the matter to the Collection Vendor and/or Medical Advisor for disciplinary review.

For specimen collections occurring away from the Club facility, the Collection Vendor may, in its discretion, contact the Player by telephone, voicemail or text message to notify him that he has been selected. Following notification, from the beginning of training camps (the earliest date of the commencement of the first NFL Club's training camp) through the Super Bowl, Players in the Intervention Program shall furnish a specimen within three (3) hours. From the period after the Super Bowl through the commencement of training camps (the earliest date of the commencement of the first NFL Club's training camp), Players in the Intervention Program shall furnish a specimen within four (4) hours.

The Medical Advisor may consider a Player's prompt, consistent provision of specimens in determining future testing frequency.

To prevent evasive techniques and ensure that specimens are accurately attributable to the selected Player, specimens will be collected, stored and transported to the SAMHSA Lab according to the protocols referenced in Section 1.1.6. Except in specifically authorized circumstances by the Parties, in order to protect the privacy and confidentiality of the process for all stakeholders, recording of the collection process via any media (audio or visual) is not permitted.

**Concentration Levels:** Tests for the NFL Drug Panel will be deemed positive if they are confirmed by laboratory analysis at the identified urine concentration levels. Passive inhalation shall be precluded as a defense in any appeal hearing for discipline based on a Positive Test Result for marijuana and synthetic cannabinoids. Alcohol testing will be conducted only in the context of clinical monitoring or as otherwise provided herein. If a Player does not have a Treatment Plan that prohibits alcohol consumption, the Player may elect to complete a form satisfactory to the Parties that prohibits transmission of clinical advisory notices for alcohol to the Team Substance Abuse Physician. In addition, a "dilute specimen" — a urine specimen that has a specific gravity value less than 1.003 and a creatinine concentration of less than 20 mg/dL — shall be deemed positive.

Any Treatment Plan which has been approved by the clinician(s) and signed by the Player 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 Result."

**"B" Sample Analysis:** The NFLPA shall maintain a non-exclusive list of approved, independent board-certified forensic toxicologists ("Observing Toxicologists"), which shall be compiled in consultation with the Chief Forensic Toxicologist and which may not include any person affiliated with a commercial laboratory. If the Player wishes to have an independent toxicologist who is not on the NFLPA list observe the "B" bottle analysis, the independent toxicologist must sign an appropriate nondisclosure and confidentiality agreement with the applicable testing laboratory prior to scheduling the "B" sample analysis. Any Player who receives written notification of an "A" positive may either accept the result and discipline, await the results of the scheduled "B" sample analysis, or have an Observing Toxicologist witness the "B" sample analysis if he makes a written request to the Medical

Advisor within five (5) business days of receiving the notification. 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.

If observation is requested, the Medical Advisor will coordinate with the laboratory and designated Observing Toxicologist to schedule the “B” sample analysis to occur within seven (7) business days of the Player’s request. If observation is not requested, the laboratory will conduct the analysis as soon as is practicable.

The “B” sample analysis will be performed at the same laboratory that did the “A” sample analysis according to established analytical procedures. To confirm the results of the “A” bottle test, the “B” bottle test need only show that the substance revealed in the “A” bottle test is evident to the “limits of detection.”

With respect to Pre-Employment Testing, the procedure set forth above shall apply, except that: (a) the “B” analysis will be performed as soon as possible with no Observing Toxicologist permitted; and (b) upon confirmation of the Positive Test Result, the Medical Advisor shall promptly notify the NFL Management Council and NFLPA and: (i) all Clubs in the case of a Combine Test, or (ii) the requesting Club(s) in the case of a Free Agent test. “B” bottle testing shall be conducted during Stage One of the Intervention Program. However, the Player shall not have the right to have an Observing Toxicologist present for a Stage One “B” bottle analysis, nor does the Player have the right to challenge a Stage One Positive Test Result.

**Notice of Positive Test Result:** If the “B” sample analysis confirms the Positive Test Result, the Medical Advisor will notify the Medical Director and Team Substance Abuse Physician and will provide written notice via electronic or overnight delivery, together with a copy of the appropriate supporting documentation, to the Player and Parties. (If the “B” bottle test does not confirm the result, only the Player will be notified in writing.) If the Player is subject to disciplinary action, the Management Council will notify him in writing via electronic or overnight delivery with a copy to the NFLPA.

**Failure to Appear for Testing:** The Medical Advisor and Collection Vendor will be responsible for scheduling all tests and for ensuring that Players are notified when individual testing will take place. A Player who fails to appear for required testing without a valid reason as determined by the Medical Advisor will be subject to discipline as set forth in Appendix E.

**Failure to Cooperate; Attempt to Manipulate:** A Player who fails to cooperate fully in the Testing process as determined by the Medical Advisor or provides a dilute specimen will be treated as having a Positive Test Result. In addition, a deliberate effort to substitute or adulterate a specimen; to alter a test result; or to engage in prohibited doping methods<sup>4</sup> will be treated as a Positive Test and may subject a Player to additional discipline.

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<sup>4</sup> For purposes of this Policy, “prohibited doping methods” shall mean: pharmacological, chemical or physical manipulation; for example, catheterization, urine substitution, tampering, or inhibition of renal excretion by, for example, probenecid and related compounds.

## 1.4 Entrance into the Intervention Program

### 1.4.1 Entrance

All Players shall be eligible for entrance into the Intervention Program. Eligibility will not be affected by termination or expiration of a Player's contract subsequent to entry into the Intervention Program.

Players enter Stage One of the Intervention Program by one of three methods —Positive Test Result, Behavior or Self-Referral — as more fully described below:

**Positive Test Result:** A Pre-Employment, Pre-Season, Intervention Program or Testing-By-Agreement test result that meets or exceeds the established threshold concentration levels.

**Behavior:** Behavior (including but not limited to an arrest or conduct related to an alleged misuse of Substances of Abuse occurring up to two (2) football seasons prior to the Player's applicable scouting combine) which, in the judgment of the Medical Director, exhibits physical, behavioral, or psychological signs or symptoms of misuse of Substances of Abuse.

**Self-Referral:** Personal notification to the Medical Director by a Player of his desire voluntarily to enter Stage One of the Intervention Program prior to his being notified to provide a specimen leading to a Positive Test Result, and prior to behavior of the type described above becoming known to the Medical Director from a source other than the Player. The Player also may satisfy this requirement by contacting a Club Physician, but in order to be valid, the Club Physician must establish personal contact between the Player and the Medical Director as soon as possible after being contacted. In such cases: (i) 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 contact will not be considered information from "a source other than the Player;" and (ii) a Club Physician may not provide substance abuse treatment for any Player or facilitate substance abuse treatment not provided by a Treating Clinician.

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 Result (other than from a test conducted pursuant to his Treatment Plan); or
- (2) the Medical Director learns from a source other than the Player that the Player has engaged in subsequent and new Behavior of the type described above; or
- (3) an event occurs that would be expected to lead the Medical Director to become aware of the Player's Behavior (for example, the Player is arrested for the Behavior or the Behavior is reported in the media).

A Self-Referred Player may not be fined under this Intervention Program prior to the time of his mandatory entrance into the Intervention Program. 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 Program.

### 1.4.2 Continued Participation

A Player who enters the Intervention Program will remain until he is discharged in accordance with the terms set forth herein. Notwithstanding, (1) a Player who is released by his Club and who has not been on a roster for more than six (6) consecutive regular or postseason games ("Never-Rostered Player") is not required to comply with the terms of his

Treatment Plan or to submit himself for testing until he re-signs with a Club; (2) a veteran who is released by his Club or whose NFL Contract expires (“Non-Contract Veteran”) must comply with the conditions of the Intervention Program for twelve (12) months after the expiration of his NFL Contract or receipt by the Program Administrator of written notification of his retirement, whichever is sooner. After six months, testing shall cease unless the Medical Director or the Medical Advisor requests that testing be continued; and (3) a veteran who is under contract with a Club (“Contract Veteran”) does not have to comply with the terms of his Treatment Plan if he notifies the Medical Director of his retirement from football. However, if after retiring from football, he signs an NFL Contract to play for an NFL Club prior to the first anniversary date of (i) the expiration or termination of his last NFL Contract with an NFL Club if a Non-Contract Veteran or (ii) the termination or tolling of his NFL 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 twelve (12) months or have notified the Program Administrator of their retirement; Contract Veterans who have notified the Program 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 stage as when they left except as set forth above.

## **1.5 Intervention Stages**

### **1.5.1 Stage One**

#### **(a) Procedures**

**Evaluation:** A Player entering Stage One will be referred by the Medical Director to a treatment team, which shall evaluate the Player promptly. After receipt of the treatment team’s evaluation, the Medical Director, in his or her discretion, shall determine whether the Player would benefit from clinical intervention and/or treatment. The Medical Director’s determination is not dependent upon a finding that the Player carries a diagnosis of a substance use disorder, but rather 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.

**Provision of Care:** The Treating Clinician (or Treatment Facility) shall be solely responsible for the care of the Player. A Player who fails to adhere to the Treatment Plan approved by the Medical Director or refuses or unreasonably fails to execute a Consent to Exchange Intervention Program Information document shall be subject to discipline as set forth in the Policy.

**Testing:** In Stage One, the Medical Director may, in his discretion, require a Player to submit to testing for Substances of Abuse as often as is required to evaluate the Player adequately, and those tests shall be administered under the direction of the Medical Advisor.

#### **(b) Duration**

Players generally will remain in Stage One for a period not to exceed 60 days, during or upon which he will be subject to the following:

**Extension:** If due to unusual and compelling circumstances the Medical Director determines that a period in excess of 60 total days is required, the period may be extended with the concurrence of the Medical Advisor, and the Player shall be notified

in writing of the reason(s) for and the duration of the extension of his status in Stage One.

Discharge: A Player who is deemed not to require specific clinical intervention and/or treatment will immediately be released from any further obligations to participate in the Intervention Program and will thereafter assume the same status as Players who have never been referred to the Intervention Program.

Advancement: A Player who upon evaluation is deemed to require specific clinical intervention and/or treatment will be advanced to Stage Two upon notification to the Player by the Medical Director. A Player also may voluntarily request advancement to Stage Two for continued care.

**(c) Discipline for Stage One Violations**

The Medical Director shall solely determine whether the failure or refusal to test or an attempt to alter the test results constitutes a Player's failure to comply in Stage One subjecting him to discipline. If the Medical Director, after consultation with the Medical Advisor, determines that a Player in Stage One has failed to cooperate with the evaluation process or fails to comply with his Treatment Plan, the NFL Management Council and the NFLPA shall be notified and the Player will be subject to a fine equal to two-seventeenths ( $\frac{2}{17}$ ) of the Paragraph 5 amount in his NFL Contract, and he will be advanced to Stage Two upon notification by the Medical Director.

A Self-Referred Player may not be fined for a failure to cooperate with the evaluation process or a failure to comply with his Treatment Plan. He may, however, be discharged from the Intervention Program at the Medical Director's discretion.

**1.5.2 Stage Two**

**(a) Procedures**

**Treatment Plan/Treatment Facility**: 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 review and approve the Treatment Plan if appropriate. If the Treating Clinician determines that inpatient treatment at a Treatment Facility is appropriate, the Medical Director shall review the recommendation and, if agreed, select a qualified Treatment Facility to treat the Player's particular needs.

**Testing**: All Players in Stage Two will be subject to unannounced testing subject to the terms of this Policy. 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 ten (10) times during any calendar month. Such testing shall include testing only for the NFL Drug Panel, except that tests for alcohol and other Substances of Abuse will be conducted as set forth in Section 1.3 of the Policy and/or if the Player's Treatment Plan requires abstention from and enumerates testing for such substances.

**(b) Program Review: Duration**

On a monthly basis, the treatment team will review each Player's case and provide him with a status report regarding his participation in the Intervention Program. Such report may be conveyed by a case manager or others as appropriate, but should include an assessment of the Player's engagement, Program expectations and prognosis for continued treatment, testing and/or discharge from the Program.

A Player will remain in Stage Two until such time as he is discharged by the Medical Director following assessment and determination. Such determination shall be based



on the Medical Director’s professional judgment regarding the Player’s compliance with the Program, clinical progress and negative testing record. Any decision to discharge a Player from the Program shall be within the sole discretion of the Medical Director. Once a Player is discharged, he will be afforded the same status as a Player who has never been referred to the Intervention Program.

**(c) Program Violations; Discipline**

A Player in Stage Two who violates the Policy will be subject to discipline by the Commissioner as set forth below:

Unexcused Failure to Appear for Testing	1 <sup>st</sup> Violation: \$20,000 fine 2 <sup>nd</sup> Violation: 1-week’s salary 3 <sup>rd</sup> Violation: 2-weeks’ salary 4 <sup>th</sup> and Subsequent: 4-weeks’ salary
Positive Test Result	1 <sup>st</sup> Violation: 1/2-week salary 2 <sup>nd</sup> Violation: 1 week’s salary 3 <sup>rd</sup> Violation: 2-weeks’ salary 4 <sup>th</sup> and Subsequent: 3-weeks’ salary
Failure to Cooperate with Testing or Clinical Care	1 <sup>st</sup> Violation: 1-week’s salary 2 <sup>nd</sup> Violation: 2-weeks’ salary 3 <sup>rd</sup> Violation: 3-weeks’ salary 4 <sup>th</sup> Violation: 3-game suspension 5 <sup>th</sup> Violation: 4-game suspension 6 <sup>th</sup> Violation: 8-game suspension 7 <sup>th</sup> Violation: banishment for an indefinite period of at least one calendar year

**(d) Banishment; Reinstatement**

**Banishment:** A Player banished from the NFL pursuant to this subsection 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 NFL Player Contract shall be tolled.

**Reinstatement 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. A Player seeking reinstatement also must meet certain clinical requirements as determined by the Medical Director and other requirements as set forth in Appendix B.

**Procedures after Reinstatement:** If a Player is reinstated, he will be returned to Stage Two for the remainder of his NFL career and will be subject to continued testing and immediate rescission of reinstatement for subsequent violations. A Player allowed to return to the NFL following banishment also must participate in continued treatment under this Intervention Program as required by the Medical Director.

## **1.6 Location Information and Notice**

Players who are in the Intervention Program are required to provide a street address and telephone number where they can be reached at all times, and the Collection Vendor and/or 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. Players may either call the Collection Vendor or use the Player Location Website (<https://apps.nfl.net/pla>) to provide contact and location information. Any Player in the Intervention Program who will be traveling internationally must remain in compliance with his obligation to provide a street address and telephone number where he can be reached at all times; therefore, before boarding a departing flight (or any other transportation) for international travel, the Player must provide street addresses and telephone numbers during his trip, and the Player should retain copies of his travel documentation for four months after his trip so that if there is a reasonable basis to question the accuracy of the Player's reported location, the Player can provide copies of such documentation. If the Player's participation in the Intervention Program is subject to disclosure pursuant to Section 1.2.2, then the Medical Advisor also shall inform the Parties and the Club of the Player's travel plans.

Any notice required to be provided to a Player under this Policy will be deemed to have occurred: (1) when delivery is made via electronic mail or overnight delivery to the address provided by the Player (no signature required); or (2) when a voicemail or text message is left at the telephone number provided by the Player. The Management Council is not required to establish individual receipt by the Player.

Any Player in the Program may choose to authorize notice of his status in the Program to his Certified Contract Advisor and/or the NFLPA. If the Player chooses to permit notification to his Certified Contract Advisor and/or the NFLPA about his status in the Program, the designated recipient will be copied on Program correspondence to the Player, except for Program correspondence that only includes medical information (*e.g.*, clinical advisory notes).

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

## **2. Abuse of Alcohol and Violations of Law Related to Substances of Abuse**

### **2.1 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.

### **2.2 Violations of Law Involving Alcohol**

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 be a suspension without pay for three (3) regular or postseason games. If the Commissioner finds that there were aggravating circumstances, including but not limited to felonious conduct, extreme intoxication (BAC of .15% or more), property damage or serious injury or death to the Player or a third party, and/or if the Player has

had prior drug or alcohol-related misconduct, increased discipline may be imposed. Discipline for a second or subsequent offense, absent aggravating circumstances, will be a suspension without pay for eight (8) regular and/or postseason games as determined by the Commissioner.

### **2.3 Violations of Law Involving Other Substances of Abuse**

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.

Absent aggravating circumstances, discipline for a first offense will be a suspension without pay for up to four (4) regular and/or post-season games. 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 may be imposed. Discipline for a second or subsequent offense, absent aggravating circumstances, will be a suspension without pay for a minimum of six (6) up to ten (10) regular and/or post-season games. A Player's treatment history may be considered by the Commissioner in determining the appropriate level of discipline.

## **3. Imposition of Fines and Suspensions**

### **3.1 Fines**

#### **3.1.1 Computation and Collection of Fines**

Computation: Where applicable, any fine amounts imposed pursuant to this Policy 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 he was not under contract at the time of his failure to comply. The applicable contract year will be determined by the League Year in which the incident giving rise to the fine occurs. Any deferred compensation attributable to a game missed due to suspension or to a fine period shall be reduced or eliminated as appropriate.

Collection: Fines will be collected in accordance with Article 46, Section 5 of the Collective Bargaining Agreement.

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 until the fine is paid in full. 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. 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, including any salary or other form of compensation owed pursuant to Paragraphs 5 or 24 of a prior NFL Player Contract, any deferred compensation, termination pay, or injury protection benefit (but not including performance based pay, severance pay, or any other collectively bargained benefit).

Application to the Policy: Any fines imposed for violations of this Policy shall be applied to the costs of the Policy.

### **3.1.2 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 a Player's compensation so as to cover, in whole or in part, the total amount of the fine.

## **3.2 Suspensions**

### **3.2.1 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 37 of the CBA. Notwithstanding, 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. Players who are free agents will serve their suspension as if they had a contract with a Club.

Players suspended pursuant to this Policy may engage in activities as set forth in Appendix G.

A Player banished pursuant to the Policy 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. In addition, the Club's Director of Player Engagement may have weekly telephone contact with any banished Player as appropriate.

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.

### **3.2.2 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 the Player's Club if, at the time of suspension, an insufficient number of games remain in the regular season to complete the suspension. Similarly, any fines remaining owed at the conclusion of the regular season will continue to be deducted from the Player's post-season compensation, if any, in accordance with the provisions of Section 3.1 above, except as provided below. If a Player would otherwise qualify for a payment of post-season compensation pursuant to Article 37 of the CBA, such postseason pay shall not be affected by administrative actions imposed pursuant to the terms of this Policy.

### **3.2.3 Examination in Connection with Reinstatement**

Players who have completed a suspension imposed under this Policy or have been reinstated from banishment must be given a physical examination and physically cleared by the Team Substance Abuse Physician before they may participate in contact drills or in a game. Such examination shall not include drug testing.

### **3.3 Bonus Forfeiture**

Players who are suspended pursuant to this Policy shall be required to forfeit any applicable bonus amounts in accordance with Article 4, Section 9 of the Collective Bargaining Agreement. The Parties acknowledge the inapplicability of “facial invalidity” claims on forfeitures based on violations of this Policy.

## **4. Appeals**

### **4.1 Arbitration Panel; Appeals Settlement Committee**

All appeals under Section 1.5 of this Policy shall be heard by third-party arbitrators not affiliated with the NFL, NFLPA or Clubs.

The Parties shall jointly select and be equally responsible for compensating one or more arbitrators to act as hearing officers for appeals under Section 1.5 of this Policy. Selected arbitrators shall have appropriate expertise in matters under this Policy and shall be active members in good standing of a state bar. Unless the Parties mutually determine otherwise, each arbitrator shall serve a minimum two-year term, after which he or she may be discharged by either Party upon written notice to the arbitrator and other Party. The arbitrators’ fees and expenses shall be shared equally by the Parties.

The Parties shall designate a Notice Arbitrator, who also will be responsible for assignment of the appeals. Prior to the first preseason game, the Notice Arbitrator will ensure that at least one arbitrator is assigned to cover every Tuesday of the playing season through the Super Bowl. Appeals will automatically be assigned to the arbitrator assigned to cover the fourth Tuesday following the date on which the Player is notified of discipline. During the off-season, the Parties will coordinate with the Notice Arbitrator to ensure that an arbitrator is available on at least two dates each month between February and June, and on five dates each month in July and August. Off-season hearings will be scheduled within thirty (30) days of the issuance of the notice of discipline unless the Parties agree otherwise.

An Appeals Settlement Committee consisting of the NFL Commissioner and the NFLPA Executive Director or their respective designees shall have authority to resolve any appeal under this Policy, which resolution shall be final and binding. Should the NFLPA believe that “extraordinary circumstances” exist which warrant reduced or vacated discipline, the Executive Director may raise them with the Commissioner. Consideration of an appeal by the Appeals Settlement Committee shall not in any way delay the appeals procedures outlined in this Policy, and no appeal may be resolved by the Appeals Settlement Committee once a decision on the appeal has been issued.

### **4.2 Appeals**

The Management Council shall be responsible for the enforcement of the Policy and prosecution of appeals.

Except as expressly set forth elsewhere in this Policy, any dispute concerning the application, interpretation or administration of this Policy shall be resolved exclusively and finally through the following procedures:

**Section 1.5 Appeals.** Any Player who is notified by the NFL Management Council that he is subject to a fine or suspension for violation of the terms of this Policy may appeal such discipline in writing within five (5) business days of receiving notice from the NFL that he is subject to discipline.

During the Playing Season, appeal hearings will be scheduled to take place on the fourth Tuesday following issuance of the notice of discipline. Upon agreement of the Parties, the hearing may be rescheduled to another date. In the absence of an agreement, a party may request a conference call to move for a new date based on extenuating circumstances. In such case, should the arbitrator conclude that a new date is warranted, a new date may be scheduled, but in no instance shall the rescheduled date fall more than one week after the originally scheduled date unless otherwise ordered by the arbitrator.

At the appeal hearing the Player may be accompanied by counsel and may present relevant evidence or testimony in support of his appeal of the charged violation and/or a permissible defense. Additionally, the NFLPA may attend and participate notwithstanding the Player's use of other representation. Hearings will be conducted by conference call unless either Party requests to appear in person.

The decision of the arbitrator will constitute a full, final, and complete disposition of the appeal and will be binding on all parties. The arbitrator shall not, however, have authority to: (1) reduce a sanction below the minimums established under the Policy; or (2) vacate a disciplinary decision unless the arbitrator finds that the charged violation could not be established.

Pending completion of the appeal, the suspension or other discipline will not take effect.

The NFL Management Council may, prior to the conclusion of a Player's appeal, reduce the length of the suspension and corresponding bonus forfeiture by up to 50% when the Player has provided full and complete assistance (including hearing testimony if required) to the Management Council which results in the finding of an additional violation of the Policy by another Player, coach, trainer or other person subject to this Policy.

**Section 2 Appeals.** Except as set forth below, appeals of discipline issued pursuant to Section 2 of this Policy shall be subject to the same procedures as appeals of discipline issued pursuant to Section 1.5.

Appeals of discipline issued pursuant to Section 2 of this Policy shall be heard by the Commissioner or his designee.

For such appeals, a Player shall have a right to appeal a decision affirming discipline to a member of the Appeals Panel established under Article 15 of the CBA, subject to the provisions of this Section.

This right of appeal ("Due Process Appeal") is limited to claims only in the following circumstances:

- (a) The conduct of the appeal or hearing did not comport with one or more of the following established principles of industrial due process: (i) the Player was not provided with notice of the basis for the discipline; (ii) the Player was improperly denied an opportunity to present evidence or testimony in support of his appeal; (iii) the Player was improperly denied the opportunity to cross-examine a witness whose testimony was offered in the Section 2 appeal hearing in support of the discipline imposed; or (iv) the Player was improperly denied access to documents or other evidence in the possession of the League or a Club and unavailable to the Player or his representatives indicating that he did not violate the Policy or that a witness whose testimony was offered in the Section 2 appeal hearing was untruthful; or
- (b) The decision affirming the discipline subjected the Player to an increased and disparate sanction when compared to other similarly situated Players and the Hearing Officer failed to reasonably set forth the basis for the variation. Any discipline imposed that falls within a specified numerical limit set forth in the Policy shall have a rebuttable presumption that it is not disparate.

**Procedure:** A Due Process Appeal must be noticed within three (3) business days of the appeal decision, and must be initiated in writing to the Appeals Panel with a copy of the hearing transcript by overnight or electronic mail with copies of the notice to the Management Council and NFLPA. The Appeals Panel shall appoint one of its members to preside over the Due Process Appeal. The notice must set forth the specific basis of appeal under (a) or (b) above, with citations to the hearing transcript identifying the challenged decision or ruling. Within two (2) business days following the receipt of the notice, the Management Council and/or NFLPA may submit a responding letter brief. Absent instruction from the appointed Appeals Panel member, no other submissions will be permitted.

The appointed Appeals Panel member shall promptly determine whether to schedule a hearing or decide the Due Process Appeal based on the written submissions. If a hearing is directed, it shall take place via telephone conference call on the first Tuesday following receipt of the responding submissions (or the second Tuesday if the first Tuesday would be impracticable) and shall not include the introduction of any documentary evidence or testimony beyond the record and proffers made in the Section 2 appeal and any proffer of documents or other information alleged to be improperly denied under (a) above. The appointed Appeals Panel member shall render a decision within three (3) business days following receipt of the parties' written submissions or the hearing, whichever is later. The decision may be a summary ruling followed by a formal decision.

**Standard of Review; Scope of Relief:** To prevail on a Due Process Appeal, the Player must demonstrate that the challenged decision or ruling was clearly erroneous and in manifest disregard of the principles of the Policy and the Player's rights thereunder. The Player's Due Process Appeal right will be deemed waived if no objection regarding the challenged decision or ruling was raised during the Section 2 appeal hearing. If the Due Process Appeal is premised on a matter that: (i) first appeared in the decision itself; or (ii) was discovered after the Section 2 appeal hearing and was unknown, and could not reasonably have been known, by Player and his representatives at that time, the new information and the circumstances surrounding its discovery must be set forth in the notice of appeal or the appeal right will be deemed waived. In any Section 2 appeal or Due Process Appeal, all court records shall be fully admissible and any finding or judgment of a court shall be binding and not subject to challenge.

If the Player establishes his claim as set forth above, the appointed Appeals Panel member shall stay the discipline and remand the matter to the third-party Notice Arbitrator with instructions for further proceedings. The appointed Appeals Panel member shall have no authority to make substantive rulings on any matter addressed by the Policy including, without limitation, issues related to the administration of the Policy, identification of banned substances, a Player's status under the Policy, confidentiality, specimen collection, laboratory procedures and protocols, medical care or clinical assistance, the imposition of sanctions or discipline other than as provided in subsection (b) above and/or the disciplinary authority of the Commissioner or his designee as Hearing Officer.

On remand, the Notice Arbitrator or appointed third-party arbitrator shall decide the Player's claim and any discipline based on the record in the Section 2 appeal and any documents or other information determined to have been improperly denied. Such appeal shall not be *de novo*: the third-party arbitrator shall consider new evidence or testimony only if so directed by the appointed Appeals Panel member. In the event new testimony must be considered by the third-party arbitrator, such testimony must be presented by the first Tuesday immediately following remand (or the second Tuesday if the first Tuesday would be impracticable).

The decision of the appointed Appeals Panel member, and any subsequent decision by a third-party arbitrator on remand, will constitute full, final and complete disposition of the Due Process Appeal under this Section and will be binding upon the parties.

**Other Appeals.** Any Player who has a grievance over any aspect of the Policy other than discipline under Sections 1.5 or 2, including but not limited to suspensions and fines for failure to appear for testing (see Appendix E) or regarding evaluation or medical treatment (including the absence thereof), must present such grievance to the NFLPA (with a copy to the Management Council) within five (5) business days of when he knew or should have known of the grievance. The NFLPA will endeavor to resolve the grievance in consultation with the Management Council. Thereafter, the NFLPA may, if it determines the circumstances warrant, present such grievance to: (i) the designated third-party arbitrator selected pursuant to Section 4 of this Policy for final resolution for any disciplinary action; or (ii) the Commissioner for any other matter. Such grievance must be presented no later than thirty (30) calendar days after the Player's presentation of the grievance to the NFLPA.

## 4.3 **Hearings**

### 4.3.1 **Burdens and Standards of Proof; Discovery**

**Burden of Proving the Violation.** In any case involving an alleged violation due to a Positive Test, the Management Council shall have the burden of establishing the Positive Test Result and that it was obtained pursuant to a test authorized under the Policy and was conducted in accordance with the Collection Vendor's specimen collection procedures ("Collection Procedures") and the Testing Laboratory's testing and analytical protocols ("Laboratory Procedures"). The Management Council is not required to otherwise establish intent, negligence or knowing use of a Prohibited Substance on the Player's part.

The Management Council may satisfy its burden by introducing analytical findings provided by the testing laboratory and by demonstrating that the test result was for a substance on the NFL Drug Panel as enumerated in Section 1.3 or a substance prohibited by a Player's Treatment Plan at the level required by the Laboratory Procedures. The specimen collectors, Medical Advisor, Chief Forensic Toxicologist and testing laboratories will be presumed to have collected and analyzed the Player's specimen in accordance with the Policy. In that respect, the Management Council may rely solely on the information contained in the laboratory documentation package provided to the parties, which shall be admissible without regard to hearsay challenge, to demonstrate that the specimen was obtained in accordance with the Collection Procedures and that the test was conducted in accordance with the Laboratory Procedures, including, without limitation, that the chain of custody of the specimen was maintained.

**Challenges to the Proof of the Violation.** The Player may challenge the Management Council's showing by alleging that: (a) the result was not "positive;" (b) the specimen was not obtained pursuant to a test authorized under the Policy; or (c) the specimen was not obtained and analyzed in accordance with the Collection Procedures and Laboratory Procedures. The Player must offer credible evidence in support of any allegation of a deviation from the Collection Procedures or Laboratory Procedures. If done, the Management Council will carry its burden by demonstrating that: (a) there was no deviation; (b) the deviation was authorized by the Parties; or (c) the deviation did not materially affect the accuracy or reliability of the test result.

A Player is not in violation of the Policy if the presence of a substance on the NFL Drug Panel as enumerated in Section 1.3 of this Policy or a substance prohibited by his Treatment Plan in his test result was due to no fault or negligence on his part (*e.g.*, despite all due care, he was sabotaged by a competitor or was administered a Prohibited Substance during an emergency procedure without the opportunity to give consent). The Player has the burden of establishing this defense. The Player must offer objective evidence in support of his claim. For example, a Player cannot satisfy his burden merely by arguing that he: (i) did not intentionally use a substance on the NFL Drug Panel as enumerated in Section 1.3 or a substance prohibited by his Treatment Plan; (ii) was given the



substance by a Player, doctor, trainer, family member or other representative; (iii) took a mislabeled or contaminated product; or (iv) took steps to investigate whether a product contained a Prohibited Substance.

**Pre-Hearing Discovery.** Within seven (7) business days of issuing a notice of discipline, the NFL Management Council shall provide the Player with an indexed binder containing the relevant correspondence and documentation. Within four (4) business days of receipt of the binder, the Player and NFL Management Council shall make any written requests for additional discovery relevant to the charged violation and/or a permissible defense, including the identity of any witness to be requested pursuant to Section 4.3.2 of this Policy. If there is no objection to the request, documents will be provided within five (5) business days or as soon as the documents are obtained, and the identified witnesses will be permitted to testify at the hearing. Objections and any proffers of evidence, including the proffers required by Section 4.3.2 of this Policy, will be promptly submitted via conference call to the arbitrator for decision.

No later than four (4) business days prior to the hearing, the Player will complete and submit a statement setting forth the specific grounds upon which the appeal is based with supporting facts in the form of proffered testimony or documentary evidence (“Basis of Appeal”). Once submitted, evidence on issues outside the scope of the Basis of Appeal shall not be permitted absent a showing by the requesting party of extraordinary circumstances justifying its inclusion. The Parties shall also be permitted to seek preclusion of evidence or other permissible relief on any issue for which insufficient supporting facts are alleged or for which arbitral precedent previously has been established.

No later than four (4) business days prior to the hearing the NFL Management Council and the Player’s representative will exchange copies of any exhibits upon which they intend to rely and a list of witnesses expected to provide testimony. The failure to do so shall preclude the introduction of the late or nonproduced exhibits barring extraordinary circumstances as determined by the arbitrator. (This shall not preclude the introduction of rebuttal evidence in response to the Basis of Appeal.) Following the exchange, the arbitrator may permit the parties to provide further supplementation as appropriate.

**Policy Information on Appeal.** Only the Management Council and NFLPA may request information from the Policy’s personnel. In addition, when presenting an appeal under this Policy a Player is not entitled to production of or access to records, reports or other information concerning other Players or the Policy’s bargaining history. Notwithstanding, this provision does not limit the NFLPA’s access to appropriate information concerning all violations under this Policy.

**Decision; Post-Hearing Briefs.** Within three (3) business days after the hearing or the receipt of the transcript (whichever is later), the arbitrator will evaluate the evidence and issue a summary ruling. A formal written opinion shall be issued within ten (10) business days after the hearing or the receipt of the transcript (whichever is later). The failure of the arbitrator to timely issue the ruling and opinion will result in the arbitrator’s preclusion from handling further appeals for the remainder of the season in question. Post-hearing briefs will not be permitted, except that an arbitrator may request briefing on a specific issue or issues. If the arbitrator requests such briefing, he/she will set a submission deadline of not more than five (5) business days after the hearing or receipt of the transcript and a page limit of no more than ten (10) pages.

#### **4.3.2 Witnesses**

Any professional who interacts with a Player pursuant to the terms of this Program, including, but not limited to Treating Clinicians, Evaluating Clinicians, authorized specimen collectors, or consulting psychiatrists, may not testify at an appeal hearing unless the professional will testify as

to matters on which only the professional has substantial knowledge. A Player desirous of having a professional testify at a hearing must proffer to the arbitrator, no later than the deadline for submission of discovery requests: the testimony that the professional is expected to give and an explanation of why that professional is the only one who has substantial knowledge of that information. After the proffer, the arbitrator will consider the views of the Management Council and the NFLPA and then determine whether to permit the professional to testify. The Player and/or his representative may not communicate with any professional who interacts with the Player pursuant to the terms of the Program unless it is determined that the professional may testify at the appeal hearing.

## **5. Retention and Destruction of Specimens**

Unless otherwise agreed by the Parties, the Testing Laboratory will ensure the destruction of negative specimens 90 days following analysis and positive specimens 30 days following final adjudication of a Player's discipline. Any confirmed or suspected failures to adhere to the retention and destruction procedures shall be promptly reported to the Parties for review and action as appropriate.

**Procedures for Dilute Specimens**

The following procedures and standards will be used to determine whether a “dilute” specimen is the equivalent to a Positive Test under Section 1.3.3 of the NFL Policy and Program on 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 or Pre-Season Testing (Section 1.3.1) 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;
  - b. Players who provide a dilute urine specimen that is an LOD Negative shall enter Stage One of the Intervention Program by Behavior.
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.

Notwithstanding the foregoing, Players suspected by the Collection Vendor of providing a dilute specimen will be scheduled for a re-test as soon as possible but no later than 36 hours following the initial collection. A negative test result from the subsequent specimen will not, however, excuse the initial dilute specimen, if found.

## APPENDIX B

### Procedures for Reinstatement Following Banishment

Any Player who has been banished may apply for reinstatement no sooner than 60 days before the one-year anniversary date of the effective date of his suspension.

The application should be made in writing to the attention of Management Council and should include all pertinent information about the Player's:

- (a) Treatment;
- (b) Abstinence from Substances of Abuse throughout the entire period of his banishment as demonstrated through periodic toxicology testing;
- (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. The Player will promptly execute appropriate medical release forms that will enable the Medical Director, Medical Advisor, Management Council and NFLPA to review his 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.
2. The Player will submit to urine testing pursuant to the Policy and Program at a frequency determined by the Medical Advisor. The Player may request to resume testing in advance of submitting his application in order to establish a suitable testing history.
3. Within 45 days of receipt of the application, the Medical Director and the Medical Advisor will conduct a review which may include an interview of the Player, after which a recommendation will be made to the Commissioner with regard to the Player's request for reinstatement.
4. If directed, the Player will meet with the Commissioner or his representative(s) to review his application and discuss potential conditions on which reinstatement would be based.
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. If conditions are imposed, the Player will agree to comply with those conditions as part of his reinstatement to the status of an active Player.

## APPENDIX C

### Policy Personnel Contact Information

#### Medical Advisor

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

Tel: 718-522-7363

Email: nflbrown@aol.com

#### Medical Director

Virgilio Arenas-Bribiesca, M.D.  
155 North Michigan  
Suite 528  
Chicago, IL 60601

Tel: 312-515-3547

Email: Virgilio.Arenas-Bribiesca@CIGNA.com

#### Administrative Services

CIGNA Behavioral Services  
Sara Harper (Program Educator)  
3000 Park Lane Drive  
Pittsburgh, PA 15275

Tel: 800-880-2376

Email: Sara.Harper@CIGNA.com

#### Chief Forensic Toxicologist

The Parties agree on an interim basis that the role of Chief Forensic Toxicologist shall be performed by the Director of the SAMHSA Lab or, if unavailable, a director of a laboratory approved for use by the NFL Policy on Performance-Enhancing Substances.

#### Collection Vendor

Drug Free Sport  
Tel: 800-683-9173  
Player Location Website: <https://apps.nfl.net/pla>

The Parties agree that the roles and responsibilities of the Policy Personnel are intended to provide expert medical and scientific oversight of testing procedures to ensure that NFL Players receive the highest level of protection in the administration of the Policy.

## 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 an otherwise permissible prescription drug without a valid prescription issued to the Player by a licensed healthcare provider specifying when the medication was prescribed and the medical reason for the prescription; or*
- b. *the use of a prescription drug issued to the Player by a licensed healthcare provider more than fourteen (14) days after the expiration date of the prescription or more than thirty (30) days after the prescription was authorized, if no expiration date was provided.*

*Abuse of over-the-counter drugs is defined as the use of an over-the-counter drug without regard for the directions for use.*

The NFL and NFLPA have agreed that 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 or Pre-Season Testing shall enter Stage One of the Intervention Program by Behavior pursuant to Section 1.4.1 of the Policy.
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.

Club physicians will be directed to ensure that Players receive appropriate education on the proper use and disposal of any medications prescribed.

## APPENDIX E

### **Procedures for Failure to Appear for Testing**

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 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 will be subject to discipline as set forth below.

In addition, Players who are not in an Intervention Stage but who are selected for Pre-Season Testing must present and provide a specimen within the time periods set forth in Section 1.3.3 of this Policy. Players who fail to do so without a valid reason as determined by the Medical Advisor will be subject to discipline as set forth below.

When a Player fails to appear for testing, the Parties, in consultation with the Medical Advisor, will determine the nature of the failure and the degree of the Player's culpability. If the failure is not excusable but does not reflect a deliberate effort to evade or avoid testing, the Player will be subject to the discipline set forth in Section 1.5.2(c).

All disputes in connection with these procedures may only be reviewed as "Other Appeals" as set forth in Section 4.2 of the Policy.

The discipline issued pursuant to these procedures shall not be dependent upon the Player's status within the Intervention Program. A violation of these procedures may, however, be a basis for extending a Player's participation in the Intervention Program at the discretion of the Medical Director.

Nothing in these procedures shall be meant to include failures to cooperate with testing other than the failure to appear for testing within the applicable time period. Deliberate efforts to substitute or adulterate a specimen, alter a Test Result, evade or avoid testing or engage in prohibited doping methods will be subject to the discipline set forth in Section 1.3.3 of the Policy.

### Therapeutic Use Exemptions

The NFL recognizes that within the list of prohibited substances there are medications that are appropriate for the treatment of specific medical conditions. For athletes who require the use of a prohibited substance to treat an appropriately diagnosed medical problem, a Therapeutic Use Exemption (TUE) may be requested. In reviewing a TUE request, the Independent Administrator of the NFL Policy on Performance-Enhancing Substances and the Medical Advisor for the Policy and Program on Substances of Abuse have sole discretion to require medical evidence beyond that normally necessary to initiate treatment by the medical community.

TUEs may be granted by the Independent Administrator and/or Medical Advisor after review of a Player's TUE application. The TUE application should be filled out and submitted by the Player's treating physician and should include all pertinent medical records documenting the diagnosis. After review of each case, the advisors may require further diagnostic testing or previous medical records, and/or may utilize the services of expert consultants. The advisors will have the final decision whether to grant a TUE.

The following general requirements apply to all TUE requests:

1. The medication must be necessary and indicated for treatment of the specific medical problem for which it has been requested;
2. Acceptable alternative treatments with medications that are not prohibited were attempted but failed, or reasons for not prescribing these alternative treatments have been presented;
3. Appropriate evaluation has been completed and all medical records documenting the diagnosis have been submitted for review; and
4. The applicant may not begin use of the prohibited substance until after the TUE is granted.

Generally, a TUE will be granted only prior to the use of the exempted medication. A TUE may be granted retroactively only if emergency use of the prohibited substance is necessary to avoid morbidity or mortality of disease or disorder. TUEs for draft-eligible Players will continue to be reviewed and granted prior to or following Pre-Employment tests at Combine or during visits to individual team facilities.

In addition, specific requirements have been established and must be satisfied in order to obtain a TUE for the following conditions:

- ADD/ADHD
- hypertension
- hormonal deficiency due to either primary or secondary hypogonadism and/or hypopituitarism.

Players seeking TUEs for these conditions should contact the Program Administrator for additional information.

**Any Player who seeks to be treated by a physician with a prohibited substance for any condition must have that physician file a TUE application with the Independent Administrator. If a Player tests positive for a prohibited substance without having been granted a TUE, this constitutes a Positive Test and will be referred for administrative action.**





## 2018 Therapeutic Use Exemption (TUEs) Application Form

Please print clearly or type all sections of this form

### Athlete Information

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Team: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Medical Information (Medical records must be included that document diagnosis & treatments)

Diagnosis: \_\_\_\_\_

Medication requested: Name (generic): \_\_\_\_\_

Dose: \_\_\_\_\_ Route: \_\_\_\_\_ Frequency: \_\_\_\_\_ Duration of treatment: \_\_\_\_\_

Alternative treatments with non-prohibited substances attempted: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Physician Information and Declaration

I certify that the above treatment is medically appropriate and that the use of alternate medication not on the prohibited list would be unsatisfactory for this condition.

Name: \_\_\_\_\_ Degree: \_\_\_\_\_

Medical Specialty: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature of Physician: \_\_\_\_\_ Date: \_\_\_\_\_

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### All TUE applications with documentation are to be sent to:

John A. Lombardo, MD  
Independent Administrator of NFL Policy on  
Performance Enhancing Substances

fax: 614-388-5552  
e-mail: [jlombardo@drjalombardo.com](mailto:jlombardo@drjalombardo.com)

**NFL REQUIREMENTS FOR THERAPEUTIC USE EXEMPTION (TUE):  
Attention Deficit and Attention Deficit Hyperactivity Disorders (ADHD)**

ADHD is a neurobehavioral disorder characterized by a persistent pattern of inattention and/or hyperactivity. To determine the diagnosis of ADHD, the medical evaluation must include:

1. Evaluation for co-morbidities, including laboratory tests, neurocognitive testing and appropriate screening tests (there is no one specific test which is diagnostic for ADHD) to determine the diagnosis and treatment plan; and
2. Complete history, including interviews with player and preferably with family member;
3. Establishment of DSM-V criteria met by player for the diagnosis of ADHD through complete evaluation and use of Adult ADHD Clinician Diagnostic Scale (ACDS) v1.2 and Barkley Functional Impairment Scales (BFIS);

**Initial TUE Application**

As a reminder, all TUE applications must be sent to the Independent Administrator prior to the initiation of treatment.

The following specific requirements must be satisfied in order to grant a TUE for ADHD:

1. Evaluation by a NFL certified psychiatrist.
2. Pertinent and current history, physical examination and testing, which must be reported including:
  - a. Complete history and physical examination, which must include a thorough neurological evaluation, including a thorough and complete concussion history with appropriate brain imaging if indicated and any neuropsychological testing performed to distinguish between post concussive symptoms and ADHD;
  - b. The presence or absence of other mental health disorders should be established via longitudinal clinical psychiatric history
  - c. Any evaluation or testing for medical and mental health co-morbidities (hypothyroidism, depression, etc.), including laboratory tests, imaging studies or neuropsychological testing (does not replace longitudinal psychiatric or concussion history);
  - d. ADHD comprehensive diagnostic scale must be completed and submitted assessing symptoms and impairment used to support the diagnosis of ADHD, including:
    - i. Adult ADHD Clinician Diagnostic Scale (ACDS) v1.2; and
    - ii. Barkley Functional Impairment Scales (BFIS) from player and other individual (parental report is highly recommended if available and if parent not available then other family member) in addition; BFIS are required if needed to document impairments;
  - e. Neurocognitive testing as indicated:
    - i. Intelligence test;
    - ii. Cognitive ability test;
    - iii. Specific tests of executive function and impulse control; and
    - iv. Appropriate testing to assess learning disabilities as indicated in clinical history.
3. All available records from previous evaluations that document diagnosis, including any previous test results, previous treatments that have been attempted (include doses and duration of treatment) and the results of such treatment trials;
4. Specification of the DSM-V criteria that are present to diagnose ADHD; and
5. Management plan, to include:
  - a. Medication prescribed, including dosage and frequency of medication; Treatment with non-prohibited substances should be included; extended release preparations, e.g Adderall XR, Vyvanse, Concerta, Focalin XR, Methylphenidate LA, Ritalin LA must be utilized unless there is a pressing clinical indication for immediate release medication.

- b. Mechanism to be used to document treatment effectiveness (e.g., you may use rating scales, such as the World Health Organization’s Adult ADHD Self Report Scale (ASRS v1.1). Symptom Checklist can be given before beginning treatment and at follow-up visits). **These symptom scales can be used for documentation of treatment but not for diagnosis.**
  - c. Further testing or treatment of co-morbidities; and
  - d. Plans for follow-up visits.
6. Completed NFL TUE application form.

### **Annual Renewal**

All TUEs for ADHD require an annual renewal. The following must be submitted annually prior to July 1:

1. Documentation of all follow-up visits (minimum of 2 with the most recent follow-up visit taking place within 60 days of the TUE renewal application) documenting:
  - a. Symptoms as related to ADHD and adverse effects which may occur with the treatment;
  - b. Efficacy of treatment;
  - c. Pertinent history from previous year - especially related to head injury, other mental health disorders, i.e. anxiety, depression and treatment of co-morbid conditions;
  - d. Physical exam with emphasis of blood pressure and cardiovascular system, neurological system.
2. Results of any pertinent testing that was completed during the previous year (may include the mechanism used to document treatment effectiveness (e.g., rating scales such as the World Health Organization’s Adult ADHD Self Report Scale (ASRS v1.1)); and
3. Documentation of adequate medication adherence (should include player report, pharmacy records (state medication reporting system should be utilized)
4. Treatment plan for the coming year, including medication(s) prescribed, tests ordered and plans for follow-up visits.
5. Completed NFL TUE application form.

## **NFL REQUIREMENTS FOR THERAPEUTIC USE EXEMPTION (TUE): Diuretics in the Treatment of Hypertension**

Systemic hypertension is the most common cardiovascular condition observed in competitive athletes and is defined as a having a blood pressure measurement above 140/90 on two separate occasions. There are many factors or conditions which affect blood pressure including excess body weight, excess sodium intake, renal disease, sleep apnea and other diseases. In addition, certain medications and foods can cause elevated blood pressure including, non-steroidal anti-inflammatory medication, stimulants, corticosteroids, anti-depressant medication and alcohol. Lifestyle, medications and presence of causative diseases should be included in the evaluation and treatment of an individual with hypertension. The use of diuretics as part of the treatment of NFL players with hypertension requires a TUE.

### **Initial TUE Application**

As a reminder, all TUE applications must be sent to the Independent Administrator prior to the initiation of treatment.

The following specific requirements must be satisfied in order to grant a TUE for the use of diuretics for hypertension:

1. History and physical examination with blood pressure measured on at least two independent occasions with an adequate sized cuff;
2. Laboratory testing must include:
  - a. 12 lead electrocardiogram
  - b. Urinalysis
  - c. Electrolytes including Calcium
  - d. BUN/Creatinine
  - e. Urinalysis
3. Testing as indicated including:
  - a. 24 hour urine for protein and creatinine
  - b. Renal imaging
  - c. Echocardiography
  - d. EKG stress testing
4. Management plan including:
  - a. Treatments previously attempted including lifestyle modification and medication (including dose, frequency and duration of trial of treatment). Trial with a non-prohibited substance (e.g. ACE-I, ARB, calcium channel blocker, etc) is required before the use of a diuretic will be approved.
  - b. Medication suggested with dose, route and frequency
  - c. Plan for monitoring including frequency of visits and follow-up testing

### **Annual Renewal**

All TUEs for hypertension require annual renewal. The following must be submitted prior to July 1:

1. Documentation of all follow-up visits including effect of treatment, adverse effects and results of all laboratory tests. The latest visit should be within 60 days of renewal; and
2. Management plan for the year, including:
  - a. Medication suggested with dose, route and frequency
  - b. Plan for monitoring including frequency of visits and follow-up testing.

## **NFL REQUIREMENTS FOR THERAPEUTIC USE EXEMPTION (TUE): Hypogonadism**

Hypogonadism is the absent or decreased function of the testes resulting in decreased production of testosterone and/or decreased production of spermatozoa. Hypogonadism can be primary, a problem in the testes with etiologies such as Klinefelter's syndrome, Leydig cell aplasia, bilateral anorchia, testicular infection, trauma, etc. Hypogonadism can also be secondary with normal testes but lack of the stimulatory signals (gonadotropic hormones LH and/or FSH). Examples of the medical conditions or treatments that may cause hypogonadotropic hypogonadism include isolated LH deficiency, hypopituitarism due to tumor, infection or trauma, medications, etc. The etiology of the hypogonadism is either organic with a pathological change in the structure of an organ or within the hypothalamic-pituitary-testicular axis or functional in which there is no observable pathological change in the structure of an organ or within the hypothalamic-pituitary-testicular axis. TUEs will be granted for organic etiologies of hypogonadism.

Previous use of exogenous androgens may result in decreased pituitary and/or gonadal function and TUE is not indicated for this condition. Additionally, low normal levels of gonadal hormones and/or gonadotropins are not indications for granting a TUE for hypogonadism.

### **Initial TUE Application**

As a reminder, all TUE applications must be sent to the Independent Administrator prior to the initiation of treatment. Additionally because expanded drug testing is required during evaluation process (see below), the Independent Administrator should be notified when diagnosis is being considered.

The following specific requirements must be satisfied in order to grant a TUE for hypogonadism:

1. History and physical examination performed by an endocrinologist and all medical records which document the diagnosis;
2. Laboratory testing must include:
  - a. Free (dialysis method) and Total testosterone drawn before 10 AM – repeated 3 times over 4 weeks
  - b. LH and FSH – drawn with testosterone each time
  - c. Sex hormone binding globulin (SHBG)
  - d. TSH and free T4
  - e. Estradiol
  - f. Prolactin
  - g. IGF-1
3. If clinically indicated, testing must include:
  - a. Testicular imaging
  - b. Semen analysis
4. If hypogonadotropic hypogonadism is the presumptive diagnosis, then stimulation testing and imaging must be performed including:
  - a. Glucagon stimulation test or GHRH for HGH
  - b. HCG stimulation test
  - c. MRI of brain with pituitary (sella) cuts with and without contrast
5. Drug testing under the NFL Policy on Performance Enhancing Substances to coincide with the administration of repeated tests for testosterone (to be arranged through the Independent Administrator)
6. Management plan including:
  - a. Medication suggested with dose, route and frequency and who will be administering medication

- b. Regular testing of serum hormone levels (Total testosterone) with levels not exceeding therapeutic range. Results must be sent to Independent Administrator who may at his sole discretion require additional testing of the player's hormonal level on 24-hour notice; and
- c. Regular visits and plans for re-evaluation (e.g. trial off medication with testing)

**All players granted a TUE for hypogonadism will be subject to expanded testing under the Policy during the year.**

### **Annual Renewal**

All TUEs for hypogonadism require annual renewal. The following must be submitted prior to July 1:

- 1. Documentation of all follow-up visits including effect of treatment, adverse effects and results of all laboratory tests (latest test must be within 60 days of application);
- 2. Results of a re-evaluation following removal from the medication with adequate washout period (4-6 weeks) or medical justification why re-evaluation need not be performed.
- 3. Management plan for the year to include:
  - a. Medication suggested with dose, route and frequency and who will be administering medication
  - b. Regular testing of hormone levels (Total testosterone)
  - c. Regular visits and plans for re-evaluation (e.g. trial off medication with testing)

## Permitted Activities for Suspended Players

For the first half of any suspension period, Players suspended under this Policy will be prohibited from attending the club facility, engaging in any club activities, or having any contact with club personnel. During the remainder of the suspension period, suspended Players will be permitted to engage in the following activities:

- Have on-site rehabilitation and treatment with medical and athletic training staff.
- Meet with player engagement staff, mental health consultants, team chaplain, treating clinicians, and other professional resources.
- Attend team meetings.
- Meet individually with the head coach, coordinator and position coach.
- Participate in individual workouts with the strength and conditioning coach.
- Take meals in the cafeteria and use team facilities on an individual basis.

While suspended, Players will continue to be prohibited from: attending or participating in group workouts; attending, observing, or participating in practices; attending home or away games; and attending club-sponsored community events, press conferences or other media appearances.

In order to be eligible to participate in these permitted activities, a Player must petition for permission to do so, and the club must agree to the Player's participation. The Player may decline to petition the club and the club may decline to accept the Player's petition. Either party may revoke its agreement at any time.

If the Player is allowed to participate in permitted activities, he is expected to comply with all generally-applicable club rules and policies and is subject to discipline for failure to do so under the club discipline schedule and Article 42 of the CBA.

If the Player participates in activities that are not permitted, both the Player and club will be subject to disciplinary action. A Player may not be disciplined unless discipline is also imposed on the club for the same infraction. The Player may assert as a defense that he did not know that the activities were not permitted when he engaged in them.

The Player must be medically cleared by the advisors before he may petition his club for approval to participate in permitted activities. If, for example, the Player has been directed to inpatient treatment for substance abuse, he must satisfactorily complete that treatment before he will be eligible to participate in activities at the club facility.

The Player must be under contract to the club in order to petition for permission to participate in permitted activities.

The Commissioner retains his authority to permit a Player to participate in practices or other football activities for up to two weeks prior to the conclusion of the suspension.