Attachment 18

MAJOR LEAGUE BASEBALL'S
JOINT DRUG PREVENTION AND TREATMENT PROGRAM

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

1. HEALTH POLICY ADVISORY COMMITTEE

A. Health Policy Advisory Committee Members

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

B. Appointment and Removal of HPAC Members

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

C. Voting Procedures

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

D. Duties and Responsibilities of HPAC

1. HPAC shall have the following duties and responsibilities:

(a) to establish advisory groups as it deems necessary to the effective administration of the Program, provided that no such advisory group may incur any extraordinary expenses without the approval of the Office of the Commissioner and the Association;

(b) to prepare and undertake educational presentations supporting the objectives of the Program;

(c) to administer in all respects the Program's testing requirements;

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

(e) to select, retain or replace an entity or entities to collect and transmit urine samples to the laboratory;

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

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

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

(i) to establish uniform guidelines or requirements for Clubs' Employee Assistance Programs ("EAPs") as they relate to Major League Players and monitor the performance of all such EAPs as they relate to Major League Players;

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

(k) to create, or participate in creating, individualized programs for Players on the Clinical or Administrative Track ("Treatment Programs");

(l) to monitor and supervise the progress of Players on Treatment Programs;

(m) to review periodically the operation of the Program and, upon majority agreement of the HPAC members, make recommendations to the Office of the Commissioner and the Association for appropriate amendments; and

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

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

2. DRUGS OF ABUSE AND STEROIDS

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

A. Drugs of Abuse

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

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

B. Steroids

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

1. Androstanediol
2. Androstanedione
3. Androstenediol
4. Androstenedione
5. Bolasterone
6. Boldenone
7. Calusterone
8. Clostebol

9. Dehydrochloromethyltestosterone
10. Desoxy-methyltestosterone
11. Δ1-dihydrotestosterone
12. 4-dihydrotestosterone
13. Drostanolone
14. Ethylestrenol
15. Fluoxymesterone
16. Formebolone
17. Furazabol
18. 13a-ethyl-17a-hydroxygon-4-en-3-one
19. 4-hydroxytestosterone
20. 4-hydroxy-19-nortestosterone
21. Mestanolone
22. Mesterolone
23. Methandienone
24. Methandriol
25. Methenolone
26. Methyltestosterone
27. Mibolerone
28. 17a-methyl-Δ1-dihydrotestosterone
29. Nandrolone
30. Norandrostenediol
31. Norandrostenedione
32. Norbolethone
33. Norclostebol
34. Norethandrolone
35. Oxandrolone
36. Oxymesterone
37. Oxymetholone
38. Stanozolol
39. Stenbolone
40. Testolactone
41. Testosterone
42. Tetrahydrogestrinone
43. Trenbolone
44. Any salt, ester or ether of a drug or substance listed above; and
45. Human Growth Hormone

C. Adding Prohibited Substances to the Program

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

D. Joint Task Force

1. No later than May 1, 2005, the Office of the Commissioner and the Association each shall appoint two licensed physicians or scientists expert in the area of performance enhancing substances to a Joint Task Force. The Joint Task Force shall review the available literature and scientific materials and prepare a report on the health issues related to the use of anabolic androgenic steroids by world-class athletes. The report will be submitted to HPAC, the Office of the Commissioner and the Association no later than November 1, 2005.

2. The Joint Task Force report may be released to the public only after consultation between the Office of the Commissioner and the Association.

3. The costs of the Joint Task Force shall be borne equally by the Association and the Office of the Commissioner.

3. TESTING

A. Steroids

1. In-Season Testing. During each championship season covered by this Agreement (which, for purposes of this Section only, shall commence with the spring training mandatory reporting date and conclude with the final day of the regular season), all Players will be randomly selected for testing once at an unannounced time for the presence of Steroids.

2. Additional In-Season and Off-Season Testing. In addition, the Office of the Commissioner shall have the right during each of the calendar years covered by this Agreement to conduct additional testing of randomly-selected Players at unannounced times for the presence of Steroids. The number, schedule and timing of these tests shall be determined by HPAC. Each Player shall remain subject to such additional tests regardless of the number of tests taken by the Player during any calendar year.

3. Testing for Steroids ordered by HPAC under Section 3.C below or as part of a Treatment Program established under Section 6.B below may be conducted on a continuing basis when determined by HPAC to be appropriate.

4. Testing for Steroids will be conducted only pursuant to a scientifically-validated urine test.

B. Drugs of Abuse

Except as set forth in Section 3.C, Players shall not be subject to testing for the use of any Drug of Abuse.

C. Reasonable Cause Testing

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

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

D. Collection Procedures and Testing Protocols

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

E. Positive Test Results

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

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

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

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

The determination of whether a test is "positive" under Section 3.E.2 and 3.E.3 shall be made by HPAC.

F. Notification

Subject to Section 9.C below, HPAC shall immediately notify the Player and the Club of a Player's positive result from a test conducted pursuant to Section 3.A.

4. CLINICAL AND ADMINISTRATIVE TRACKS

A. Clinical Track

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

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

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

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

B. Administrative Track

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

1. Subject to Section 9.C below, that Player tests positive for a Steroid under the testing program established by this Agreement; or

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

3. HPAC determines that Player has failed to cooperate in his Treatment Program (as defined in Section 6.B below). If HPAC fails to reach a majority

vote on whether a Player has failed to cooperate, the Fifth Member shall cast the deciding vote and shall base his/her determination on a "reasonable cause" standard and shall not be permitted to consider or rely upon past practice; or

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

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

HPAC shall notify the Club's General Manager when a Player is placed on or moved to the Administrative Track.

5. SALARY RETENTION

A player shall be entitled to salary retention, over the course of his career, for the first 30 days he is required, under a Treatment Program, to be in inpatient treatment, or outpatient treatment necessitating his absence from the Club. A Player shall be entitled to one-half salary retention, over the course of his career, for the 31st through 60th days he is required, under a Treatment Program, to be in inpatient treatment, or outpatient treatment necessitating his absence from the Club. A Player shall not be entitled to salary retention, over the course of his career, for any period beyond the 60th day in the event he is required, under a Treatment Program or otherwise, to be in inpatient treatment or outpatient treatment necessitating his absence from the Club.

6. PLAYER EVALUATION

A. Initial Evaluation

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

B. Treatment Program

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

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

7. CONFIDENTIALITY

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

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

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

C. For purposes of this Section 7, a "governmental investigation" shall mean any subpoena issued, warrant obtained, or other investigative effort employed by any governmental body (including a court acting at the request of a private party) with the intention of securing information relating to drug testing of Players; provided, however, that any such subpoena, warrant or other effort (i) supported by individualized probable cause regarding particular Players, and (ii) in which the evidence supporting such cause did not arise from the operation of this Program, and (iii) in which the information obtained relates only to those particular Players shall not be considered a "governmental investigation" within the meaning of this Section 7. A subpoena issued by a court at the request of a private party shall not be considered a "governmental investigation" unless a court has issued an order requiring compliance with the subpoena or otherwise requiring the disclosure of confidential information.

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

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

8. DISCLOSURE OF PLAYER INFORMATION

A. Disclosure of Information

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

2. Any and all information relating to an Administrative Track Player's involvement in a Treatment Program, including but not limited to the fact or the results of any Prohibited Substance testing to which the Player may be subject, the details of his Treatment Program and his progress thereunder, and any disciplinary fines imposed upon the Player by the Commissioner shall remain strictly confidential. Notwithstanding the foregoing, if the Player is suspended by the Commissioner, pursuant to Section 9 below, the suspension shall be entered in the Baseball Information System as a suspension for a specified number of days for a violation of this Program, and the only public comment from the Club or the Office of the Commissioner shall be that the Player was suspended for a specified number of days for a violation of this Program. In addition, HPAC may, without the suspended Player's consent, disclose the Player's status on the Administrative Track and the reason for any discipline imposed on the Player to the General Manager of the Player's Club, who shall keep such information confidential, except that the General Manager, and only he, may disclose such information to the General Manager of a Club that has expressed an interest in acquiring such Player's contract via assignment.

B. Method of Providing Information

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

9. DISCIPLINE

A. Player Fails to Comply with Treatment Program

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

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

(b) Second failure to comply: at least a 25-day, but no more than a 50-day, suspension or up to a $25,000 fine;

(c) Third failure to comply: at least a 50-day, but not more than a 75-day, suspension or up to a $50,000 fine;

(d) Fourth failure to comply: at least a one-year suspension or up to a $100,000 fine.

(e) Any subsequent failure to comply by a Player shall result in the Commissioner imposing further discipline on the Player. The level of the discipline will be determined consistent with the concept of progressive discipline.

2. All suspensions shall be without pay.

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

B. Player Tests Positive for A Steroid

1. First positive test result: a 10-day suspension or up to a $10,000 fine;

2. Second positive test result: a 30-day suspension or up to a $25,000 fine;

3. Third positive test result: a 60-day suspension or up to a $50,000 fine;

4. Fourth positive test result: a one-year suspension or up to a $100,000 fine;

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

All suspensions shall be without pay.

C. Player Appeal Procedures

The following procedures shall apply when the laboratory reports to HPAC a test result that may be the first positive for Steroids for a Player. All information associated with or generated by these procedures is subject to the confidentiality protections of Section 7 above. Unless expressly authorized by this Section, neither HPAC, the Office of the Commissioner nor a Club may disclose any information obtained in connection with these procedures.

1. Within 24 hours of receiving notice of a Player's positive test result, the Association attorney representative from HPAC shall notify the Player of the reported result. Within two business days following such notification, the Player shall inform the HPAC representative whether he intends to challenge that result. Until the expiration of this two business day period, HPAC shall notify no other person of the reported result.

2. If the Player either does not give notice of an intent to challenge or chooses not to challenge the result within the timeframe specified in Section 9.C.1 above, HPAC shall then notify the Club and the Office of the Commissioner that the Player has tested positive for a Steroid. Within 24 hours after such notice is issued, the Office of the Commissioner shall notify the Player and the Club of the discipline imposed for the positive test result. Any such discipline shall be effective immediately. The Player reserves the right to grieve any discipline imposed by the Commissioner but in no event shall the Player's suspension be stayed while the Grievance is pending. Any such Grievance would be processed pursuant to the Grievance Procedure set forth in Article XI(B) as one involving a "disciplinary suspension." The Player's failure to give notice of an intent to challenge to HPAC or the Player's decision not to challenge the test result shall not be admissible in any arbitration of such Grievance.

3. If the Player gives notice of an intent to challenge the result, he must at the same time provide HPAC with a written basis for such challenge. HPAC shall immediately request all information relating to the positive test result which is customarily provided upon a challenge ("the litigation packet"). Upon its receipt, HPAC shall transmit the litigation packet to the Player. Within three days after the Player receives the litigation packet, HPAC shall convene, in person, to consider the Player's challenge of the test result. If HPAC is unable to meet in person, HPAC shall convene by conference call within the three-day time period. HPAC may request the Player to appear and, if the Player elects to do so, he may

be accompanied by a representative. Whether or not HPAC requests the Player to appear, the Player may submit a written statement to HPAC. HPAC shall not disclose to any individual that the Player gave notice of an intent to challenge the result, nor any aspect of its proceedings or deliberations regarding that challenge. HPAC shall determine as soon as practicable after the conclusion of the meeting on the Player's challenge, but in no event more than 24 hours following such conclusion, whether there is a reasonable basis for that challenge.

4. If HPAC unanimously concludes that there is not a reasonable basis for the Player's challenge, HPAC shall, within 24 hours after reaching such conclusion, notify the Player, the Club and the Office of the Commissioner that the Player has tested positive for a Steroid. Within 24 hours after such notice is issued, the Office of the Commissioner shall notify the Player and the Club of the discipline imposed for the positive test result. Any such discipline shall be effective immediately. HPAC shall not notify the Club or the Office of the Commissioner of the Player's challenge of the result nor of HPAC's deliberations or conclusion regarding such challenge. The Player shall retain all rights to grieve any discipline imposed for that test result but in no event shall a Player's suspension be stayed while the Grievance is pending. Any such Grievance would be processed pursuant to the Grievance Procedure set forth in Article XI(B) as one involving a "disciplinary suspension." Neither the Player's challenge of the result, nor any aspect of HPAC's proceedings or deliberations regarding such challenge, shall be admissible in the arbitration of such Grievance.

5(a)(i) If any member of HPAC concludes that the Player has a reasonable basis to challenge the result, HPAC shall, within 24 hours, notify the Player, the Association and the Office of the Commissioner of that conclusion. Within 24 hours after such notice is issued, the Office of the Commissioner shall inform the Player and the Association of any discipline to be imposed for the reported positive test result. Any suspension imposed by the Office of the Commissioner shall be effective two business days after the discipline is issued. If the Player grieves the discipline before the effective date of the suspension, the Player's suspension shall be stayed until the Arbitration Panel issues an award. The parties agree that any such Grievance shall be heard by the Arbitration Panel no later than five days after the Player files a Grievance.

(ii) The parties will select two members of the National Academy of Arbitrators who sequentially will be asked to serve as a substitute for the Panel Chairman in the event that the Panel Chairman is unable to hear the grievance within the five-day period. The parties shall also designate the order of potential service of each arbitrator alternate.

(iii) The arbitration hearing shall be conducted consistent with the Rules of Procedure, but the Panel Chair shall have the authority to employ such procedures as he or she deems appropriate given the parties' mutual desire for expedition. During the pendency of any such Grievance, neither HPAC nor the Office of the

Commissioner may notify the Club of the reported test result or any of the proceedings resulting therefrom. The Arbitration Panel shall notify the parties of its decision immediately after such decision is reached and shall forward a written opinion to the parties within a reasonable time of such notification. If the Arbitration Panel determines that discipline is appropriate, the Club and Player shall be notified and the Player shall begin serving his suspension immediately. If the Panel determines that discipline is not appropriate, all aspects of the Grievance proceeding shall remain confidential.

5(b) If the Player does not grieve the discipline before the effective date of the suspension, HPAC shall notify the Club of the reported test result and of the discipline imposed upon the Player. The Player shall retain all rights to grieve the discipline imposed but in no event shall the Player's discipline, including any suspension, be stayed during the Grievance process. Any such Grievance would be processed pursuant to the Grievance Procedure as one involving a "disciplinary suspension." Neither a Player's challenge of the test result, nor any aspect of HPAC's proceedings or deliberations regarding such challenge, shall be admissible in the arbitration of such Grievance.

D. Conviction for the Use of Prohibited Substance

A Player who is convicted or pleads guilty (including a plea of *nolo contendere* or similar plea but not including an adjournment contemplating dismissal or a similar disposition) to the use of any Prohibited Substance (including a criminal charge of conspiracy or attempt to possess or use) shall be subject to the following discipline:

1. For a first offense: a 15-day, but no more than a 30-day, suspension or up to a $10,000 fine;

2. For a second offense: a 30-day, but not more than a 90-day, suspension or up to a $50,000 fine;

3. For a third offense: a one-year suspension or up to a $100,000 fine;

4. For a fourth offense: a two-year suspension; and

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

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

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

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

2. For a second offense: a two-year suspension; and

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

F. Marijuana

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

10. STRENGTH AND CONDITIONING ADVISORY COMMITTEE

A. Establishment

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

1. to establish standards of professional qualifications and training applicable to all individuals employed by Clubs as strength and conditioning coaches;

2. to establish standards applicable to all Clubs concerning the availability of food products and nutritional supplements for Players in Major League clubhouses; and

3. to address other matters relating to the strength and conditioning of Players.

B. Committee Meetings

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

C. Personal Trainers

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

11. COSTS OF THE PROGRAM

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

12. TERM

A. Duration

Notwithstanding the provisions of Article XXVI, the parties expressly agree that the Agreement contained in this Attachment 18 will remain in effect through December 19, 2008.

B. Reopener

Notwithstanding Section A above, the Office of the Commissioner has the unilateral right to reopen this Agreement on December 19, 2006, but solely with respect to whether stimulants should be added to the Drugs of Abuse category or another category of Prohibited Substances under Section 2 of this Agreement and the extent to which, if any, the Program should cover them.

In order to exercise its right to reopen on the above-limited basis, the Office of the Commissioner agrees that it shall specifically reference its intent to do so by including a reference thereto in the notices provided to the Association pursuant to Section 8(d) of the National Labor Relations Act in relation to the expiration of the 2002 Basic Agreement. As part of those negotiations for a successor Basic Agreement, the Office of the Commissioner and the Association shall have the right to engage in concerted action (i.e., lockout, strike or unilateral change in the event of impasse) if the Office of the Commissioner exercises its limited right to reopen this Agreement.

C. Concerted Action

Notwithstanding Article XXVII of the Basic Agreement ("Comprehensive Agreement"), upon expiration of this Agreement in December 2008, the Office of the Commissioner and the Association shall have the right to engage in concerted action (i.e., lockout or strike); provided

that, except as provided in Section 12.B. above, there shall be no unilateral change in any term or condition of this Agreement prior to the expiration of the successor to the 2002 Basic Agreement, even in the event of impasse.

ADDENDUM A

MAJOR LEAGUE BASEBALL COLLECTION PROCEDURES

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1. **Player must wash and dry hands**

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

2. **Selecting a collection cup**

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

3. **Providing a specimen under direct observation**

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

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

4. Selecting the collection kit and envelope

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

5. Processing the specimen and dividing and sealing the specimen

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

4. The collector will initial and date the security seals, after the seals have been placed on the bottles.
5. The player WILL NOT initial the security seals.

6. Testing specimen using a Refractometer and a pH dipstick

a. Testing specimen for specific gravity-using the refractometer
   1. Using the refractometer, check the specific gravity of the urine remaining in the cup and record the findings in Section 2 (collector's comments section) of the Chain of Custody Form.
   2. The specific gravity must be performed PRIOR to the pH measurement.
      i. Remember to wipe the prism (glass) with a soft cloth or tissue moistened with water and dry thoroughly between collections.
      ii. Hold the instrument in a horizontal position.
   3. Use a plastic pipet to place a few drops of fluid sample on the center of the measuring prism.
   4. To obtain a reading, hold the instrument horizontally underneath a light source so the light is shining down into the sample prism.
   5. Focus the scale seen in the eyepiece by rotating the eyepiece.
   6. Read the urine specific gravity scale (left side of image) at the point where the dividing line between bright and dark fields cross.
   7. If you are looking through the refractometer viewer and the screen is entirely blue, there is not enough urine on the prism.

b. Reading specific gravity
   1. Specific gravity must be greater than 1.005 by refractometer.

c. Specific gravity out-of-range
   1. If the specimen does not meet these standards, it is processed and the player shall be required to provide an additional specimen under direct observation, repeating the collection procedures identified above.
   2. The second specimen is to be sent to the laboratory regardless if it is within range or out of range.
   3. The player is not required to provide a third specimen.
   4. Note the specific gravity out of range on the Problem Collection Log.

d. Testing specimen for pH
   1. Using a pH dipstick, check the pH of the urine remaining in the cup and record findings on line 2 (collector's comments section), Chain of Custody Form.

2. Completely immerse reagent area of the strip in the urine.
3. While removing, run the edge of the strip against the rim of the urine container to remove excess urine.
4. Hold the strip in a horizontal position to prevent possible mixing of chemicals from adjacent reagent areas and/or contaminating the hands with urine.
5. Compare the pH reagent area to the corresponding color chart.

e. Reading pH strip
   1. pH must be between 4.5 and 7.5.

f. pH reading out-of-range
   1. If the pH reading is out of range in the player's first specimen, the collector nonetheless must send such specimen to the laboratory for analysis and must collect a second specimen from the player.
   2. If the pH reading is out of range in the player's second specimen, the collector must also send the second specimen to the laboratory for analysis.
   3. The player is not required to provide a third specimen.
   4. Note the pH as out of range on the Problem Collection Log.

7. Completing the Chain of Custody Form

a. Fill in the following information at the top of the Chain of Custody Form:
   1. Test : Check Standard
   2. Control ID number: Fill in the last 2 digits of the year "05"

b. Read the Donor's Statement aloud to the player.
"I certify that I produced the attached urine specimen under observation; that it consists entirely of my own urine; that my specimen bottles were capped and sealed in my presence; that the control identification number on both specimen bottles was the same as the control identification number appearing on this from and that I observed the collector placing his initials on the seal".

c. After you have read this statement to the player, have him sign, print his name, and write the date.

d. The collector will print the city of collection at the bottom of the form.

e. Line 1. Read the collector statement and sign your name. Fill in the date and time of collection.

f. If the player refuses to sign the chain of custody form, contact the Team Representative and CDT immediately. Remain calm and professional. Make a notation of the refusal on the chain of custody form. Send the specimen to the laboratory for testing.

8. Placing specimens/form in an individual box

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

9. Responding to questions from the Player

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

10. Player is uncooperative

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

TESTING PROTOCOLS

Drugs of Abuse

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

Steroids

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

ADDENDUM B

Substance Name	DEA Number
Acetyl-alpha-methylfentanyl (N-[1-(1- methyl 1-2-phenethyl) -4- piperidinyl -N-] phenylacetamide)	9815
Acetylmethadol	9601
Allylprodine	9602
Alphacetylmethadol (except levo-alphacetylmethadol also known as levo-alpha-acetylmethadol, levomethadyl acetate, or LAAM)	9603
Alphameprodine	9604
Alphamethadol	9605
Alpha-methylfentanyl (N-[1-(alpha -methyl-beta-phenyl) ethyl-4-piperidyl] propionanilide; 1-(1-methyl-2-phenylethyl) -4-(N-propanilido) piperidine)	9814
Alpha-methylthiofentanyl (N-[1-methyl-2-(2-thienyl)ethyl-4-piperidinyl-N-] phenylpropanamide)	9832
Benzethidine	9606
Betacetylmethadol	9607
Beta-hydroxyfentanyl (N-[1-(2-hydroxy-2-phenethyl)-4-piperidinyl]-N-phenylpropanamide)	9830
Beta-hydroxy-3-methylfentanyl (other name: N-[1-(2-hydroxy-2-phenethyl)-3-methyl-4-piperidinyl]-N-phenylpropanamide	9831
Betameprodine	9608
Betamethadol	9609
Betaprodine	9611
Clonitazene	9612
Dextromoramide	9613
Diampromide	9615
Diethylthiambutene	9616
Difenoxin	9168
Dimenoxadol	9617
Dimepheptanol	9618
Dimethylthiambutene	9619
Dioxaphetyl butyrate	9621
Dipipanone	9622
Ethylmethylthiambutene	9623
Etonitazene	9624
Etoxeridine	9625
Furethidine	9626
Hydroxypethidine	9627
Ketobemidone	9628
Levomoramide	9629
Levophenacylmorphan	9631

3-Methylfentanyl (N-[3-methyl-1-(2-phenylethyl)-4-piperidyl] -N-phenylpropanamide)	9813
3-methylthiofentanyl (N-[(3-methyl-1-(2-thienyl)ethyl-4-piperidinyl] -N-phenylpropanamide)	9833
Morpheridine	9632
MPPP (1-methyl-4-phenyl-4-propionoxypiperidine)	9661
Noracymethadol	9633
Norlevorphanol	9634
Normethadone	9635
Norpipanone	9636
Para-fluorofentanyl (N-(4-fluorophenyl)-N-[1-(2-phenethyl)-4-piperidinyl] propanamide	9812
PEPAP (1-(-2-phenethyl)-4-phenyl-4-acetoxypiperidine	9663
Phenadoxone	9637
Phenampromide	9638
Phenomorphan	9647
Phenoperidine	9641
Piritramide	9642
Proheptazine	9643
Properidine	9644
Propiram	9649
Racemoramide	9645
Thiofentanyl (N-phenyl-N-[1-(2-thienyl)ethyl-4-piperidinyl] -propanamide	9835
Tilidine	9750
Trimeperidine	9646
Acetorphine	9319
Acetyldihydrocodeine	9051
Benzylmorphine	9052
Codeine methylbromide	9070
Codeine-N-Oxide	9053
Cyprenorphine	9054
Desomorphine	9055
Dihydromorphine	9145
Drotebanol	9335
Etorphine (except hydrochloride salt)	9056
Heroin	9200
Hydromorphinol	9301
Methyldesorphine	9302
Methyldihydromorphine	9304
Morphine methylbromide	9305
Morphine methylsulfonate	9306
Morphine-N-Oxide	9307
Myrophine	9308
Nicocodeine	9309
Nicomorphine	9312
Normorphine	9313
Pholcodine	9314
Thebacon	9315

Alpha-ethyltryptamine	7249
Some trade or other names: etryptamine; Monase; [alpha]-ethyl-1H-indole-3-ethanamine; 3-(2-aminobutyl) indole; [alpha]-ET; and AET.	
4-bromo-2,5-dimethoxy-amphetamine	7391
Some trade or other names: 4-bromo-2,5-dimethoxy-[alpha]-methylphenethylamine; 4-bromo-2,5-DMA	
4-Bromo-2,5-dimethoxphenethylamine	7392
Some trade or other names: 2-[4-bromo-2, 5-dimethoxyphenyl]-1-aminoethane; alpha-desmethyl DOB; 2C-B, Nexus.	
2,5-dimethoxyamphetamine	7396
Some trade or other names: 2,5-dimethoxy-[alpha]- methylphenethylamine; 2,5-DMA	
2,5-dimethoxy-4-ethylamphetamine	7399
Some trade or other names: DOET	
4-methoxyamphetamine	7411
Some trade or other names: 4-methoxy-[alpha] -methylphenethylamine; paramethoxyamphetamine, PMA	
5-methoxy-3,4-mdthylenedioxy-amphetamine	7401
4-methyl-2,5-dimethoxy-amphetamine	7395
Some trade and other names: 4-methyl-2,5-dimethoxy-[alpha]-methylphenethylamine; "DOM"; and "STP"	
3,4-methylenedioxy amphetamine	7400
3,4-methylenedioxymethamphetamine (MDMA)	7405
3,4-methylenedioxy-N-ethylamphetamine (also known as N-ethyl-alpha-methyl-3,4(methylenedioxy)phenethylamine, N-ethyl MDA, MDE, MDEA	7404
N-hydroxy-3,4-methylenedioxyamphetamine (also known as N-hydroxy-alpha-methyl-3,4(methylenedioxy) phenethylamine, and N-hydroxy MDA	7402
3,4,5-trimethoxy amphetamine	7390
Bufotenine	7433
Some trade and other names: 3-([beta]-Dimethylaminoethyl)-5-hydroxyindole; 3-(2-dimethylaminoethyl)-5-indolol; N,N-dimethylserotonin; 5-hydroxy-N,N-dimethyltryptamine; mappine	
Diethyltryptamine	7434
Some trade and other names: N,N-Diethyltryptamine; DET	
Dimethyltryptamine	7435
Some trade or other names: DMT	
Ibogaine	7260
Some trade and other names: 7-Ethyl-6,6 [beta], 7,8,9,10,12,13-octahydro-2-methoxy-6,9-methano-5H-pyrido [1', 2':1,2] azepino 5,4-b indole; Tabernanthe iboga	
Lysergic acid diethylamide	7315
Marihuana	7360
Mescaline	7381

Parahexyl -- 7374; some trade or other names: 3-Hexyl-1-hydroxy- 7,8,9,10-tetrahydro-6,6,9-trimethyl-6H-dibenzo [b,d] pyran; Synhexyl.

Peyote 7415

Meaning all parts of the plant presently classified botanically as Lophophora williamsii Lemaire, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts, derivative, mixture, or preparation of such plant, its seeds or extracts (Interprets 21 USC 812 (c), Schedule I(c) (12))

N-ethyl-3-piperidyl benzilate 7482

N-methyl-3-piperidyl benzilate 7484

Psilocybin 7437

Psilocyn 7438

Tetrahydrocannabinols 7370

Meaning tetrahydrocannabinols naturally contained in a plant of the genus Cannabis (cannabis plant), as well as synthetic equivalents of the substances contained in the cannabis plant, or in the resinous extractives of such plant and/or synthetic substances, derivatives, and their isomers with similar chemical structure and pharmacological activity to those substances contained in the plant, such as the following:

1 cis or trans tetrahydrocannabinol, and their optical isomers

6 cis or trans tetrahydrocannabinol, and their optical isomers

3,4 cis or trans tetrahydrocannabinol, and its optical isomers

(Since nomenclature of these substances is not internationally standardized, compounds of these structures, regardless of numerical designation of atomic positions covered.)

Ethylamine analog of phencyclidine 7455

Some trade or other names: N-ethyl-1-phenylcyclohexyl-amine,(1-phenylcyclohexyl)ethylamine, N-(1-phenyl-cyclohexyl) ethylamine, cyclohexamine, PCE

Pyrrolidine analog of phencyclidine 7458

Some trade or other names: 1-(1-phenylcyclohexyl)-pyrrolidine, PCPy, PHP

Thiophene analog of phencyclidine 7470

Some trade or other names: 1-[1-(2-thienyl)-cyclohexyl] -piperidine, 2-thienylanalog of phencyclidine, TPCP, TCP

1-[1-(2-thienyl)cyclohexyl] pyrrolidine 7473

Some other names: TCPy

gamma-hydroxybutyric acid (some other names include GHB; gamma-hydroxybutyrate; 4-hydroxybutyrate; 4-hydroxybutanoic acid; sodium oxybate; sodium oxybutyrate) 2010

Mecloqualone	2572
Methaqualone	2565
N-[1-benzyl-4-piperidyl]-N-phenylpropanamide (benzylfentanyl), its optical isomers, salts and salts of isomers	9818
N-[1-(2-thienyl)methyl-4-piperidyl]-N-phenylpropanamide (thenylfentanyl), its optical isolers, salts and salts of isomers	9834
N-benzylpiperazine (some other names: BZP; 1-benzylpiperazine), its optical isomers, salts and salts of isomers	7493
1-(3-trifluoromethylphenyl)piperazine (other name: TFMPP), its optical isomers, salts and salts of isomers	7494
2,5-dimethoxy-4-(n)-propylthiophenethylamine (2C-T-7), its optical isomers, salts and salts of isomers	7348

ADDENDUM C

1. All Collectors will use the preprinted Chain of Custody forms.

2. The Chains of Custody forms will consist of three copies. Only the top copy of the Chain form (CDT) and the bottom copy of the Chain of Custody form (Lab) will contain a control identification number. The middle copy will not contain a control identification number.

3. **Between 48 and 24** hours before the scheduled test, CDT will fax the collector the list of players to be tested on a given day.

4. Collectors will overnight via Federal Express their copy of the Chain of Custody along with all other paperwork concerning the test. Collectors do not retain any paperwork.

5. Once CDT receives a negative result for a sample, it will destroy all documents related to that sample.

6. When CDT receives a positive result it will notify the two Medical Representatives by **the delivery of two overnight delivery packages to each representative. One package will contain the player's name and the control number of his sample; the second will contain the laboratory result and control number.**

7. CDT will retain Chain of Custody Forms related to positives samples until notified by the Commissioner's Office and the Association that destruction can be undertaken. That notice will be given once the time limits for a challenge to the validity of a test have lapsed or earlier if a player waives his right to such a challenge.

ADDENDUM D

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

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

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

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

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

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

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

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

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

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

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

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

Signature	Date
Printed Name	
Witness Signature	Date
Witness Printed Name	