

constitute rights, duties or obligations undertaken or assumed outside the scope of this Agreement.

(b) **Data Use and Disclosure:** In accordance with past practice, IQVIA will continue to analyze relevant injury/illness data collected and will submit reports to the NFL, the Clubs via the Injury Surveillance System. The NFL will produce a copy of such reports to the NFLPA (i) prior to distributing such reports publicly and (ii) whenever such reports are distributed to NFL health and Safety Committees in accordance with this Article.. The NFLPA may also request that the NFL direct IQVIA to produce certain data sets and analysis and the NFL will not unreasonably deny such requests, provided that the NFLPA shall bear the cost of any such analysis it requests. Any such reports produced to either party relating to traditional employer injury/illness surveillance data will always be disseminated to the NFL, NFL Clubs and the NFLPA with players' names, if any, redacted. Furthermore, IQVIA will use best efforts to preserve the confidentiality of individual players by only reporting the minimal information necessary to identify the concept, trend, or subject of any given report; however the Parties understand and acknowledge that certain traditional employer injury/illness surveillance reports may contain information that would result in the information not being considered de-identified data under HIPAA. If data or analyses furnished by IQVIA to the NFLPA does not contain only de-identified data, then the NFLPA expressly understands and agrees that it may not disseminate such reports beyond the NFLPA's Executive Committee, Medical Director, health and safety consultants, legal staff, and/or Mackey-White Committee members absent agreement from the NFL. For purposes of clarity, the foregoing shall not be interpreted to limit the NFLPA's ability to disclose relevant health, safety and/or injury information contained in such reports to the NFLPA membership. Further, nothing in this Section is intended to limit the NFLPA's rights to or use of information it is otherwise entitled to under this Agreement and/or applicable law.

**Section 19. Behavioral Health Program:**

(a) **Comprehensive Mental Health and Wellness Committee:** The Parties will establish a Comprehensive Mental Health and Wellness Committee (the "Joint Behavioral Health Committee") that will consist of six (6) members (three (3) appointees each), including the NFL Chief Medical Officer, the NFLPA Medical Director, the NFLPA Director of Wellness and the NFL Vice President of Wellness and Clinical Services. Each member of the Joint Behavioral Health Committee shall have one vote. The Joint Behavioral Health Committee is charged with the following responsibilities:

(i) Developing and scheduling educational programs for Players, coaches and Club personnel regarding mental health including, but not limited to: mental health first aid; QPR (Question, Persuade, Refer); ASIST (Applied Suicide Intervention Skills Training); clinical concerns and issues (i.e., depression and/or anxiety); drug and alcohol use and abuse; gambling addiction; violent behaviors' suicide prevention; athlete-specific stressors (i.e., media, identity, social support, injury and navigating sports-specific relationships); and other topics that the Committee deems relevant for such personnel. Each Club's Team Clinician (see below) shall be responsible for implementing such educational and training programs at his/her Club.

(ii) Developing sample programming for a mental health/wellness workshop for parents and significant others of Players to ensure they are aware of signs and symptoms that may be indicative of mental health concerns, the resources available to Players and family members, and to know where to turn should they need support.

(iii) Collaborating with local and national mental health organizations to promote stigma reduction related to mental health.

(iv) Collaborating with local and national suicide prevention organizations to promote prevention and awareness.

(v) Developing models of the following Player programs that Clubs may use that include but are not limited to:

(A) Addressing the stresses and needs of Players transitioning out of NFL;

(B) Promoting social connectedness and resilience;

(C) Integrating the Player's family ecosystem in development and provision of mental health resources;

(D) A model peer development program; and

(E) Development of effective methods to communicate with Players regarding mental health and ways to associate and implement positive mental health practices with on-field performance.

The NFLPA shall be granted access to and have the right to participate in any and all Player Educational programming developed in connection with this Agreement.

(b) Team Clinician: Every Club shall identify and retain a Team Clinician, in accordance with the procedures set forth below.

(i) Qualifications: The Team Clinician must be a: a) board-certified psychiatrist; b) doctoral level clinical or counseling psychologist; or c) professional counselor with a master's degree in counseling or social work. The Team Clinician must have a minimum of seven (7) years of relevant clinical experience working with a multicultural population. The Team Clinician shall have a valid license to practice medicine as required under applicable state law, and any other applicable jurisdiction, that has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action or restricted in any way.

(ii) Approval: After each Club has identified the individual who it would like to serve as its Team Clinician, the NFL and NFLPA shall each designate one person to review and approve the nominee. Such approval shall not be unreasonably withheld. In considering whether to approve the nominee, the Parties shall consider whether the nominee possesses the requisite clinical skills for:

(A) effective player engagement;

(B) behavioral health treatment (within his/her areas of expertise);

- (C) triage and referral for other community-based behavioral health providers and services;
- (D) consulting effectively with the Club Medical Staff and the Club Director of Player Engagement;
- (E) availability for and skill in engaging in modern electronic communication methods as used in professional football; and
- (F) working effectively with a diverse, multicultural player and staff population, with an awareness and understanding of the culture of football at an elite level.

Once the Parties approve the candidate, such candidate may serve until such time as either the Club or the Team Clinician desire to terminate the relationship, the Team Clinician fails to meet the licensure requirements outlined in Section (b)(1) of this Agreement, or breaches applicable law or the confidentiality provisions outlined in Section (c) of this Agreement. In such an instance, the Club shall follow the same procedures in selecting, and obtaining approval for, a new Team Clinician.

(iii) Duties. The Team Clinician shall:

(A) Ensure that all mental health treatment and records created or obtained during the course of providing services to a Club's Players (including any voluntary mental health evaluations) (collectively, "Mental Health Records") remain confidential and are maintained, used and disclosed in compliance with applicable laws (see below).

(B) Be responsible for developing and supervising a comprehensive referral network to provide mental health care for the Club's Players. This network must include professionals that are qualified to address (if any are beyond the scope of the Team Clinician's expertise):

- (1) Substance Abuse<sup>1</sup>
- (2) Relationship Counseling
- (3) Intimate Partner Violence or Abuse
- (4) In-and Out-Patient Psychiatric Treatment
- (5) Sport/Performance Psychology

(C) Be responsible for implementing the mental health educational programming developed by the Joint Behavioral Health Committee at his/her Club by conducting a minimum of two (2) training sessions per season that are attended by the entire team and coaching staff as well as the voluntary mental health/wellness workshop for parents and significant others.

---

<sup>1</sup> The NFL Policy and Program on Substances of Abuse treatment program is a separate program. Team Clinicians, as defined in this Agreement, may not serve in any capacity in connection with the Substances of Abuse Program.

(D) Be available on-site to Players at least twice weekly, for a total of eight to twelve hours each week, (and more frequently, if clinically indicated) during training camp, preseason, regular season, and if applicable, post-season. Team Clinicians must also be available for consultation during the week on an as-needed basis either at the Club's facility or at an off-site location (to include the Team Clinician's office).

(E) Be allotted space conducive to privacy and confidentiality in the Club's facility for direct service provision and consultation to Players and the space and resources necessary to maintain the confidentiality of any and all electronic and paper Mental Health Records in a manner that complies with applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the Americans With Disabilities Act (the "ADA"). The Team Clinician shall also be permitted access to any part of the Club facility accessible by Players.

Should the Team Clinician, or any member of the Club, learn of an unauthorized disclosure of a Player's mental health prescription record that results in the disclosure of such confidential information to an individual other than the Head Internal Medicine Physician or Team Clinician, the individual learning of such an unauthorized disclosure shall immediately bring notice of this unauthorized disclosure to the attention of the Head Team Physician, Team President, the NFL Chief Medical Officer and the NFLPA Medical Director.

(F) At the Player's request only, be available to meet (in-person, if possible, or by phone/video conference) with any Player placed on Injured Reserve (IR) or designated Physically Unable to Perform (PUP) as soon as is reasonably possible in order to assess the need for any behavioral health interventions relevant to the Player's IR or PUP status. For the avoidance of doubt, the Parties do not contemplate that a Player would be required to attend any such meeting, evaluation or assessment by the Team Clinician.

(G) Contact all Players transitioning out of the NFL for a **voluntary** interview and mental health evaluation. During this interview, the Team Clinician shall explain to the Player all mental health and career transitioning programs available via the NFL and NFLPA. For the avoidance of doubt, the Parties agree that any mental health evaluation of a Player shall be voluntary. The Parties further agree that the NFL, the Team Clinician, and the NFLPA shall comply with the ADA with respect to such voluntary mental health evaluation including, without limitation, the ADA's confidentiality requirements.

(H) Participate in continuing education and case consultation programming created for Team Clinicians.

(I) Participate in a certain number of conference calls per year and attend scheduled meetings as set by the Joint Behavioral Health Committee.

(c) Confidentiality & Breach:

(i) Confidentiality: Any Mental Health Records (as defined above) that the Team Clinician creates when providing mental health services shall be considered protected health information ("PHI") and subject to HIPAA. The Team Clinician may

only disclose such PHI as permitted by HIPAA. For the avoidance of doubt, the Team Clinician may NOT share any details regarding treatment provided to a Player with any member of the Club, other than with the Head Team Primary Care Sports Medicine Physician when medically necessary to provide treatment to the Player. All materials that contain PHI, including but not limited to, player files, notes, etc. left at the Club facility, must be stored in a secured location that cannot be accessed by other Club personnel. In the event any records created by the Team Clinician when providing mental health services are not deemed to be PHI and thereby not subject to HIPAA, the Parties hereby agree that such records will remain confidential. Subject to the Parties' review, satisfaction and approval of the necessary procedures for the protection and limited disclosure of prescription drug information, the records and information relating solely to a clinical diagnosis and/or prescriptions issued by the Team Clinician (i) may be shared with the Head Team Primary Care Sports Medicine Physician solely for purposes of medical treatment and identifying drug interactions, and (ii) shall be maintained electronically in the Player's NFL EMR, in a confidential mental health record section. The Team Clinician shall be responsible for informing the Player of the same. Specifically, prior to providing consultations or services to any Player, the Team Clinician shall inform the Player that (1) Mental Health Records relating to a clinical diagnosis and/or prescriptions issued may be shared with the Head Team Primary Care Sports Medicine Physician solely for purposes of medical treatment and identifying drug interactions and (2) the same would be maintained in the Player's NFL EMR in a confidential mental health record section.

(ii) Breach: Should there be an unauthorized disclosure of a Player's Mental Health Records, the Team Clinician shall notify the Head Team Physician and Club President as well as the NFL Chief Medical Officer and NFLPA Medical Director. To the extent that the unauthorized disclosure constitutes a "Breach" as defined by HIPAA, the Team Clinician and/or Club shall comply with any breach notification requirements outlined in HIPAA at 45 CFR §§ 164.404. If there has been unauthorized access to Mental Health Records stored in the segregated part of the EMR, the Parties will cooperate in investigating such unauthorized access and provide appropriate remedial measures (including, without limitation, discipline, training and/or terminating access to EMR). For purposes of clarity, any intentional and/or knowing unauthorized access to or dissemination of Mental Health Records (e.g., clinical diagnosis and/or prescription(s)) will be considered a material violation of this Agreement and subject to the discipline procedures set forth below.

Should a Player or other individual allege a Breach or violation of this Agreement by a Club employee or member of a Club's Medical Staff, the Parties will investigate the matter and, if a Breach or violation of this Agreement is established, the Commissioner shall impose discipline as set forth below. For the avoidance of doubt, the preceding sentence applies to situations in which a Club employee or member of the Club's Medical Staff (other than the Team Clinician) improperly discloses the defined Mental Health Records. Should a Team Clinician be found to have improperly disclosed such information, **that Clinician shall be subject to termination**. If the Parties are unable to agree upon whether or not a Breach or violation of this Agreement has occurred, then

either Party may immediately refer the matter to the Impartial Arbitrator (as established by Article 16 of the CBA).

(iii) **Discipline:** In the event that the Parties agree or the Impartial Arbitrator finds that a Club, or an individual acting under its control, willfully violated the provisions of this Agreement or willfully committed a Breach of its confidentiality obligations pursuant to HIPAA, then the Commissioner shall impose discipline against the Club in the form of a fine of no less than Five Hundred Thousand Dollars (\$500,000) and such other measures the Commissioner deems necessary as a deterrent for future violations (*e.g.*, loss of Draft Picks). For the avoidance of doubt, the preceding sentence applies to situations in which a Club employee or member of the Club's Medical Staff (other than the Team Clinician) improperly discloses the defined Mental Health Records. Should a Team Clinician be found to have improperly disclosed such information, that Clinician shall be subject to termination.

(iv) **Fines:** Any fine money collected pursuant to this Agreement shall be allocated to medical research programs as directed by the Parties.

(d) **Annual Certification:** The Team Clinician shall sign an annual certification that she/he shall submit to the NFL Chief Medical Officer and the NFLPA Medical Director (i) detailing any and all "Breaches" as defined under HIPAA from the prior 12-month period ending March 31<sup>st</sup>; (ii) confirming that he/she meets all state requirements to provide mental health services, including any licenses and certifications; (iii) confirming that his/her licenses has never been denied, suspended, revoked, terminated or voluntarily relinquished under threat of disciplinary action or restricted in any way; and (iv) that he/she has complied with all laws regarding the corporate practice of medicine, health care fraud and abuse laws, and laws regarding the privacy and security of patient information including but not limited to the ADA, HIPAA, and any applicable state laws. Nothing in this provision is intended to create a supervisory requirement on the part of either Party.

(e) **Corporate Practice of Medicine:** Neither the NFL nor the NFLPA shall engage in the practice of medicine nor in any way direct or control the practice of medicine or direct the provision of health services required to be provided by a licensed medical practitioner and nothing herein shall be construed to the contrary.

(f) **Mental Health Record Accessibility and Storage:** All Mental Health Records, with the exception of diagnosis and prescription drug information related to the mental health services provided by the Team Clinician contemplated in this Section, shall be maintained by the individual Team Clinician in a record separate from the NFL EMR, which shall be afforded all protections that the clinician's other patient records enjoy. Subject to the Parties' review, satisfaction and approval of the necessary procedures for the protection and limited disclosure of diagnosis and prescription drug information, all diagnosis and prescription information shall be maintained electronically in the confidential mental health section of the NFL EMR as set forth in Subsection (c) of this Section.

(g) **Data Privacy Training:** This Committee, in conjunction with the NFL Management Council and the NFL Players Association shall design and implement data privacy education and requirements for handling Player mental health records. Such training shall be provided annually.

(h) Mental Health Emergency Action Plan: By the start of training camp of each NFL Season, every NFL Club must have designed and implemented an approved Mental Health Emergency Action Plan (“MEAP”).

(i) MEAP Components: Each Club must develop and post a MEAP which must define the Club’s response to a mental/behavioral health crisis including suicidal/homicidal ideation or intent, highly agitated or threatening behavior, player or immediate family member death or other major incident that may result in extreme mental health stress. The MEAP shall clearly define roles and expected communications.

(ii) MEAP Approval: The Parties will jointly designate and retain an expert to review each Club’s proposed MEAP. This will be done on an annual basis and the Club must have an approved MEAP prior to the start of training camp each season. Once approved, the MEAP shall be circulated to all relevant parties and the Club shall conduct a practice drill of the MEAP annually. The Club shall document its compliance with the annual drilling requirement.

(i) Club Mental Health and Wellness Team: Each Club’s mental health and wellness team will be led by its Team Clinician. The team shall also include, at a minimum, the Head Team Primary Care Sports Medicine Physician, Director of Player Engagement, Head Athletic Trainer, Head Strength and Conditioning Coach and Team Chaplain. This team shall meet at least one (1) time per month during the season and quarterly during the offseason to discuss ongoing mental health education and identify potential issues or concerns. The Team Clinician shall facilitate such discussions and provide education but shall maintain the privacy and confidentiality of any Player-patients. All such discussions among members of the Club’s mental health and wellness team shall remain strictly confidential.

**Section 20. Prescription Medication and Pain Management Program.**

(a) Joint Pain Management Committee.

(i) The Parties agree to establish a Joint Pain Management Committee (the “Joint Pain Management Committee”) to provide guidance and establish uniform standards addressing club practices and policies regarding pain management and use of prescription medication by NFL players, including the administration of certain federally scheduled drugs. The Joint Pain Management Committee shall consist of the NFLPA Medical Director and the NFL Chief Medical Officer. In addition, the NFL and NFLPA shall each appoint one additional voting member to the Joint Pain Management Committee, who shall be knowledgeable and experienced in fields relevant to pain management for professional athletes. The Joint Pain Management Committee shall meet in person at least two (2) times per year.

(ii) The Joint Pain Management Committee shall:

(A) Implement “best practices” education protocols and guidelines for pain medication administration and patient engagement for club medical staffs (together, the “Pain Management Guidelines”).

(B) The Pain Management Guidelines will reflect the FDA mandate that (i) players are given the FDA drug warning and interaction sheet for each prescription at the time the prescription is given to the Player (as generated by the pharmacy dispensing the medication), (ii) players understand the potential