

.....
(Original Signature of Member)

114TH CONGRESS
2^D SESSION

H. R. _____

To require the Administrator of the National Aeronautics and Space Administration to establish a program for the medical monitoring, diagnosis, and treatment of astronauts, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

Mr. BABIN introduced the following bill; which was referred to the Committee
on _____

A BILL

To require the Administrator of the National Aeronautics and Space Administration to establish a program for the medical monitoring, diagnosis, and treatment of astronauts, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “To Research, Evaluate,
5 Assess, and Treat Astronauts Act” or the “TREAT Astro-
6 nauts Act”.

1 **SEC. 2. DEFINITIONS.**

2 In this Act:

3 (1) ADMINISTRATOR.—The term “Adminis-
4 trator” means the Administrator of NASA.

5 (2) CREWMEMBER.—The term “crewmember”
6 means an individual certified by the Administrator
7 to be—

8 (A) a former NASA astronaut or payload
9 specialist who has flown on at least one orbital
10 space mission; or

11 (B) a management NASA astronaut who
12 has flown on at least one orbital space mission
13 and is currently employed by the Federal Gov-
14 ernment.

15 (3) NASA.—The term “NASA” means the Na-
16 tional Aeronautics and Space Administration.

17 (4) PROGRAM.—The term “Program” means
18 the medical monitoring, diagnosis, and treatment
19 program established under section 3.

20 (5) SPACE FLIGHT-ASSOCIATED MEDICAL CON-
21 DITION.—The term “space flight-associated medical
22 condition” means—

23 (A) for purposes of medical monitoring or
24 diagnosis under the Program, a psychological or
25 medical condition that the Administrator deter-

1 mines is potentially associated with human
2 space flight; and

3 (B) for purposes of medical treatment
4 under the Program, a psychological or medical
5 condition that the Administrator determines is
6 associated with human space flight.

7 **SEC. 3. PROGRAM FOR THE MEDICAL MONITORING, DIAG-**
8 **NOSIS, AND TREATMENT OF ASTRONAUTS.**

9 (a) **ESTABLISHMENT OF PROGRAM.**—The Adminis-
10 trator shall, subject to section 6 and subsections (a)(2)
11 and (b)(3) of section 4, establish a program that satisfies
12 the requirements described in subsection (b) to provide for
13 the medical monitoring, diagnosis, and treatment of crew-
14 members for space flight-associated medical conditions.

15 (b) **PROGRAM REQUIREMENTS.**—The requirements
16 described in this subsection are the following:

17 (1) **NO COST SHARING.**—Medical monitoring,
18 diagnosis, and treatment shall be provided under the
19 Program without any deductibles, copayments, or
20 other cost sharing obligation for crewmembers par-
21 ticipating in the Program.

22 (2) **ACCESS TO LOCAL SERVICES.**—The Admin-
23 istrator shall design the Program to facilitate rea-
24 sonable access of a crewmember to medical moni-

1 toring, diagnosis, and treatment under the Program,
2 including, at the option of the crewmember—

3 (A) directly through NASA; or

4 (B) from a health care provider who the
5 crewmember selects and who enters into an
6 agreement with the Administrator, with respect
7 to the provision by the provider of medical mon-
8 itoring, diagnosis, and treatment services, as
9 applicable, to such crewmember under the Pro-
10 gram, under which—

11 (i) the provider agrees to comply with
12 the protocols issued under subsection (c)
13 with respect to such provision of such serv-
14 ices to such crewmember;

15 (ii) the provider agrees to submit data
16 with respect to such provision of such serv-
17 ices to such crewmember, as required by
18 the Administrator for purposes of sub-
19 section (d);

20 (iii) the provider agrees to receive
21 such training as the Administrator may re-
22 quire with respect to such medical moni-
23 toring, treatment, and diagnosis; and

24 (iv) the Administrator agrees to pro-
25 vide payment to such provider for the pro-

1 vision of such services to such crewmember
2 in accordance with payment rates estab-
3 lished by the Administrator under the Pro-
4 gram, which shall be not less than the rea-
5 sonable costs of such services.

6 (3) SECONDARY PAYER.—

7 (A) IN GENERAL.—Subject to subpara-
8 graph (B), payment or reimbursement for (or
9 the provision of) medical monitoring, diagnosis,
10 or treatment under the Program shall be sec-
11 ondary to any obligation of the United States
12 or any third party (including any State or local
13 governmental entity, private insurance carrier,
14 or employer) under any other provision of law
15 or contractual agreement to pay for or provide
16 such medical monitoring, diagnosis, or treat-
17 ment. Any costs for items and services covered
18 under the Program that are not paid for or pro-
19 vided under such other provision of law or con-
20 tractual agreement, due to the application of
21 deductibles, copayments, coinsurance, other cost
22 sharing, or otherwise, are reimbursable under
23 the Program to the extent that they are covered
24 under the Program.

1 (B) CONDITIONAL PAYMENT.—The Admin-
2 istrator may, under the Program, provide for
3 conditional payments for (or provide) medical
4 monitoring, diagnosis, or treatment services
5 that is obliged to be paid for or provided by the
6 United States or any third party described in
7 subparagraph (A) under any other provision of
8 law or contractual agreement if—

9 (i) payment for (or the provision of)
10 such medical monitoring, diagnosis, or
11 treatment services has not been made (or
12 provided) or cannot reasonably be expected
13 to be made (or provided) promptly by the
14 United States or such third party, respec-
15 tively; and

16 (ii) such payment (or such provision
17 of services) by the Administrator under the
18 Program is conditioned on reimbursement
19 by the United States or such third party,
20 respectively, for such medical monitoring,
21 diagnosis, or treatment.

22 (C) CONSULTATION.—In carrying out this
23 paragraph, the Administrator may consult with
24 other Federal officials with experience coordi-

1 nating health care payments with third-party
2 payers.

3 (4) VOLUNTARY PARTICIPATION IN PROGRAM.—

4 (A) IN GENERAL.—Participation by a
5 crewmember under the Program, including with
6 respect to the provision of medical monitoring,
7 diagnosis, and treatment to such crewmember,
8 shall be voluntary and pursuant to the written
9 consent of such crewmember. Such consent pro-
10 vided by a crewmember shall constitute consent
11 of the crewmember for the Administrator to use
12 or disclose data acquired in the course of med-
13 ical monitoring, diagnosis, and treatment of
14 such crewmember under the Program in accord-
15 ance with subsection (d).

16 (B) CONSENT NOT A CONDITION FOR EM-
17 PLOYMENT OR BENEFITS.—Providing any con-
18 sent under subparagraph (A) shall not be a
19 condition for—

20 (i) employment with NASA; or
21 (ii) receiving any salary or benefits,
22 either for current or former crewmembers.

23 For purposes of clause (ii), medical monitoring,
24 diagnosis, and treatment under the Program
25 shall not be considered a benefit.

1 (c) PROTOCOLS.—The Administrator shall issue such
2 uniform protocols for the provision of medical monitoring,
3 diagnosis, and treatment furnished under the Program.

4 (d) DATA COLLECTION, USAGE, AND DISCLOSURES;
5 PRIVACY PROTECTIONS.—

6 (1) UNIFORM DATA COLLECTION.—Under the
7 Program, subject to paragraph (3), the Adminis-
8 trator shall provide—

9 (A) for the uniform collection of data, in-
10 cluding data on space flight-associated medical
11 conditions and the identification of new space
12 flight-associated conditions;

13 (B) that such data shall be collected with
14 respect to all crewmembers provided medical
15 monitoring, diagnosis, or treatment under the
16 Program for such conditions;

17 (C) for the integration of such data into
18 the medical monitoring, diagnosis, and treat-
19 ment activities under the Program;

20 (D) for the analysis of, and regular reports
21 to the Administrator on, such data; and

22 (E) notwithstanding section 7(a), that the
23 Administrator may retain access to such data.

24 (2) USES AND DISCLOSURES OF INFORMA-
25 TION.—The Administrator may, subject to para-

1 graph (3), use or disclose data acquired in the
2 course of medical monitoring, diagnosis, and treat-
3 ment of any crewmember under the Program for the
4 following purposes:

5 (A) The medical monitoring, diagnosis,
6 and treatment of such crewmember under the
7 Program.

8 (B) Other medical monitoring, diagnosis,
9 or treatment under the Program.

10 (C) Other scientific and research purposes.

11 (D) For purposes of analysis and reports
12 under section 4.

13 (E) Any other purpose deemed appropriate
14 by the Administrator.

15 (3) PRIVACY PROTECTIONS.—The data collec-
16 tion, analysis, integration, use, disclosure, and reten-
17 tion under this subsection shall be conducted (and
18 such data maintained) in a manner that protects the
19 confidentiality of individually identifiable health in-
20 formation consistent with applicable Federal law, in-
21 cluding regulations.

22 **SEC. 4. REPORTS AND COST ESTIMATE.**

23 (a) ANNUAL REPORTS.—

24 (1) REQUIREMENT.—Consistent with applicable
25 privacy protections under Federal law, including reg-

1 ulations, for each fiscal year of the Program, the
2 Administrator shall prepare and publish a report on
3 activities conducted under the Program, as well as
4 plans for activities to be conducted under the Pro-
5 gram during the subsequent fiscal year. Each such
6 report shall include detailed cost accounting of such
7 activities and five-year budget estimates. Each re-
8 port for a fiscal year shall be submitted, not later
9 than the date of submission of the President's an-
10 nual budget request for such fiscal year, to the Com-
11 mittee on Science, Space, and Technology of the
12 House of Representatives and the Committee on
13 Commerce, Science, and Transportation of the Sen-
14 ate.

15 (2) FAILURE TO SUBMIT REPORT.—

16 (A) IN GENERAL.—Subject to subpara-
17 graph (B), no funds are authorized to be appro-
18 priated for a fiscal year to carry out the Pro-
19 gram unless the Administrator has submitted
20 the report required under paragraph (1) for
21 that fiscal year by the deadline established
22 under such paragraph.

23 (B) TREATMENT OF ONGOING PROCE-
24 DURES.—In the case of a fiscal year (after the
25 first fiscal year for which the Program has been

1 implemented) with respect to which no funds
2 would be authorized to carry out the Program
3 pursuant to subparagraph (A), notwithstanding
4 subparagraph (A), there are authorized to be
5 appropriated, subject to section 6, for such fis-
6 cal year such sums as may be necessary to pro-
7 vide that any crewmember receiving under the
8 Program diagnosis services or a course of treat-
9 ment that began on a date prior to the first day
10 of such fiscal year shall continue to be provided
11 such diagnosis services or course of treatment,
12 respectively (and payment under the Program
13 for such diagnosis services or course of treat-
14 ment, respectively, shall continue) after such
15 date until completion of such diagnosis services
16 or course of treatment, respectively.

17 (b) COST ESTIMATE.—

18 (1) REQUIREMENT.—Not later than 90 days
19 after the date of enactment of this Act, the Adminis-
20 trator shall enter into an arrangement with an inde-
21 pendent external organization to undertake an inde-
22 pendent cost estimate of the cost to NASA and the
23 Federal Government to implement and administer
24 the Program. The independent external organization

1 may not be a NASA entity, such as the Office of
2 Safety and Mission Assurance.

3 (2) SUBMITTAL TO CONGRESS.—Not later than
4 one year after the date of the enactment of this Act,
5 the Administrator shall submit the independent cost
6 estimate undertaken pursuant to paragraph (1) to
7 the Committee on Science, Space, and Technology of
8 the House of Representatives and the Committee on
9 Commerce, Science, and Transportation of the Sen-
10 ate.

11 (3) PROVISION OF SERVICES.—The Adminis-
12 trator may not implement the Program until the
13 date that is 90 days after the date of submission of
14 the independent cost estimate under paragraph (2).

15 **SEC. 5. INSPECTOR GENERAL AUDIT.**

16 The Inspector General of NASA shall conduct, as ap-
17 propriate, periodic audits or reviews of the Program as
18 is necessary to prevent waste, fraud, and abuse.

19 **SEC. 6. FUNDING.**

20 The Program shall be carried out, to the extent and
21 in such amounts as are provided in advance by appropria-
22 tion Acts, using existing funding available for Agency
23 Management and Operations in the “Safety, Security and
24 Mission Services” account of the National Aeronautics
25 and Space Administration.

1 **SEC. 7. SUNSET.**

2 (a) IN GENERAL.—Subject to subsection (b), the
3 Program shall terminate on the date that is 10 years after
4 the date of implementation of the Program.

5 (b) GRANDFATHER.—In the case of a crewmember
6 receiving under the Program diagnosis services or treat-
7 ment services that began on a date prior to the date of
8 termination described in subsection (a), the Administrator
9 shall provide that such diagnosis services or course of
10 treatment, respectively, for such crewmember (and pay-
11 ment for such diagnosis services or course of treatment,
12 respectively) may, subject to section 6, continue after such
13 date until completion of such diagnosis services or course
14 of treatment, respectively.