114TH CONGRESS
2D 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.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “To Research, Evaluate, Assess, and Treat Astronauts Act” or the “TREAT Astronauts Act”.

(Original Signature of Member)
SEC. 2. DEFINITIONS.

In this Act:

(1) **ADMINISTRATOR.**—The term “Administrator” means the Administrator of NASA.

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

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

(B) a management NASA astronaut who has flown on at least one orbital space mission and is currently employed by the Federal Government.

(3) **NASA.**—The term “NASA” means the National Aeronautics and Space Administration.

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

(5) **SPACE FLIGHT-ASSOCIATED MEDICAL CONDITION.**—The term “space flight-associated medical condition” means—

(A) for purposes of medical monitoring or diagnosis under the Program, a psychological or medical condition that the Administrator deter-
mines is potentially associated with human
space flight; and

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

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

(a) Establishment of Program.—The Adminis-
trator shall, subject to section 6 and subsections (a)(2)
and (b)(3) of section 4, establish a program that satisfies
the requirements described in subsection (b) to provide for
the medical monitoring, diagnosis, and treatment of crew-
members for space flight-associated medical conditions.

(b) Program Requirements.—The requirements
described in this subsection are the following:

(1) No cost sharing.—Medical monitoring,
diagnosis, and treatment shall be provided under the
Program without any deductibles, copayments, or
other cost sharing obligation for crewmembers par-
ticipating in the Program.

(2) Access to local services.—The Admin-
istrator shall design the Program to facilitate rea-
sonable access of a crewmember to medical moni-
onitoring, diagnosis, and treatment under the Program, including, at the option of the crewmember—

(A) directly through NASA; or

(B) from a health care provider who the crewmember selects and who enters into an agreement with the Administrator, with respect to the provision by the provider of medical monitoring, diagnosis, and treatment services, as applicable, to such crewmember under the Program, under which—

(i) the provider agrees to comply with the protocols issued under subsection (c) with respect to such provision of such services to such crewmember;

(ii) the provider agrees to submit data with respect to such provision of such services to such crewmember, as required by the Administrator for purposes of subsection (d);

(iii) the provider agrees to receive such training as the Administrator may require with respect to such medical monitoring, treatment, and diagnosis; and

(iv) the Administrator agrees to provide payment to such provider for the pro-
vision of such services to such crewmember in accordance with payment rates established by the Administrator under the Program, which shall be not less than the reasonable costs of such services.

(3) SECONDARY PAYER.—

(A) IN GENERAL.—Subject to subparagraph (B), payment or reimbursement for (or the provision of) medical monitoring, diagnosis, or treatment under the Program shall be secondary to any obligation of the United States or any third party (including any State or local governmental entity, private insurance carrier, or employer) under any other provision of law or contractual agreement to pay for or provide such medical monitoring, diagnosis, or treatment. Any costs for items and services covered under the Program that are not paid for or provided under such other provision of law or contractual agreement, due to the application of deductibles, copayments, coinsurance, other cost sharing, or otherwise, are reimbursable under the Program to the extent that they are covered under the Program.
(B) CONDITIONAL PAYMENT.—The Administrator may, under the Program, provide for conditional payments for (or provide) medical monitoring, diagnosis, or treatment services that is obliged to be paid for or provided by the United States or any third party described in subparagraph (A) under any other provision of law or contractual agreement if—

(i) payment for (or the provision of) such medical monitoring, diagnosis, or treatment services has not been made (or provided) or cannot reasonably be expected to be made (or provided) promptly by the United States or such third party, respectively; and

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

(C) CONSULTATION.—In carrying out this paragraph, the Administrator may consult with other Federal officials with experience coordi-
nating health care payments with third-party
payers.

(4) VOLUNTARY PARTICIPATION IN PROGRAM.—

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

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

(i) employment with NASA; or

(ii) receiving any salary or benefits,
either for current or former crewmembers.

For purposes of clause (ii), medical monitoring,
diagnosis, and treatment under the Program
shall not be considered a benefit.
(c) **PROTOCOLS.**—The Administrator shall issue such uniform protocols for the provision of medical monitoring, diagnosis, and treatment furnished under the Program.

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

(1) **UNIFORM DATA COLLECTION.**—Under the Program, subject to paragraph (3), the Administrator shall provide—

(A) for the uniform collection of data, including data on space flight-associated medical conditions and the identification of new space flight-associated conditions;

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

(C) for the integration of such data into the medical monitoring, diagnosis, and treatment activities under the Program;

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

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

(2) **USES AND DISCLOSURES OF INFORMATION.**—The Administrator may, subject to para-
graph (3), use or disclose data acquired in the course of medical monitoring, diagnosis, and treatment of any crewmember under the Program for the following purposes:

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

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

(C) Other scientific and research purposes.

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

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

(3) PRIVACY PROTECTIONS.—The data collection, analysis, integration, use, disclosure, and retention under this subsection shall be conducted (and such data maintained) in a manner that protects the confidentiality of individually identifiable health information consistent with applicable Federal law, including regulations.

SEC. 4. REPORTS AND COST ESTIMATE.

(a) ANNUAL REPORTS.—

(1) REQUIREMENT.—Consistent with applicable privacy protections under Federal law, including reg-
ulations, for each fiscal year of the Program, the Administrator shall prepare and publish a report on activities conducted under the Program, as well as plans for activities to be conducted under the Program during the subsequent fiscal year. Each such report shall include detailed cost accounting of such activities and five-year budget estimates. Each report for a fiscal year shall be submitted, not later than the date of submission of the President’s annual budget request for such fiscal year, to the Committee on Science, Space, and Technology of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate.

(2) FAILURE TO SUBMIT REPORT.—

(A) IN GENERAL.—Subject to subparagraph (B), no funds are authorized to be appropriated for a fiscal year to carry out the Program unless the Administrator has submitted the report required under paragraph (1) for that fiscal year by the deadline established under such paragraph.

(B) TREATMENT OF ONGOING PROCEDURES.—In the case of a fiscal year (after the first fiscal year for which the Program has been
implemented) with respect to which no funds would be authorized to carry out the Program pursuant to subparagraph (A), notwithstanding subparagraph (A), there are authorized to be appropriated, subject to section 6, for such fiscal year such sums as may be necessary to provide that any crewmember receiving under the Program diagnosis services or a course of treatment that began on a date prior to the first day of such fiscal year shall continue to be provided such diagnosis services or course of treatment, respectively (and payment under the Program for such diagnosis services or course of treatment, respectively, shall continue) after such date until completion of such diagnosis services or course of treatment, respectively.

(b) Cost Estimate.—

(1) Requirement.—Not later than 90 days after the date of enactment of this Act, the Administrator shall enter into an arrangement with an independent external organization to undertake an independent cost estimate of the cost to NASA and the Federal Government to implement and administer the Program. The independent external organization
may not be a NASA entity, such as the Office of Safety and Mission Assurance.

(2) **SUBMITTAL TO CONGRESS.**—Not later than one year after the date of the enactment of this Act, the Administrator shall submit the independent cost estimate undertaken pursuant to paragraph (1) to the Committee on Science, Space, and Technology of the House of Representatives and the Committee on Commerce, Science, and Transportation of the Senate.

(3) **PROVISION OF SERVICES.**—The Administrator may not implement the Program until the date that is 90 days after the date of submission of the independent cost estimate under paragraph (2).

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

The Inspector General of NASA shall conduct, as appropriate, periodic audits or reviews of the Program as is necessary to prevent waste, fraud, and abuse.

**SEC. 6. FUNDING.**

The Program shall be carried out, to the extent and in such amounts as are provided in advance by appropriation Acts, using existing funding available for Agency Management and Operations in the “Safety, Security and Mission Services” account of the National Aeronautics and Space Administration.
SEC. 7. SUNSET.

(a) In General.—Subject to subsection (b), the Program shall terminate on the date that is 10 years after the date of implementation of the Program.

(b) Grandfather.—In the case of a crewmember receiving under the Program diagnosis services or treatment services that began on a date prior to the date of termination described in subsection (a), the Administrator shall provide that such diagnosis services or course of treatment, respectively, for such crewmember (and payment for such diagnosis services or course of treatment, respectively) may, subject to section 6, continue after such date until completion of such diagnosis services or course of treatment, respectively.