

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES COAST GUARD AND
UNITED STATES NAVY BUREAU OF MEDICINE AND SURGERY
REGARDING PROFESSIONAL EXCHANGE AND CONSULTATION BETWEEN
COAST GUARD MEDICAL OFFICERS AND NAVY UNDERSEA MEDICAL
OFFICERS AS IT PERTAINS TO JOINT SERVICE WARFIGHTER
READINESS AND HOMELAND SECURITY**

1. **PARTIES:** The parties to this Memorandum of Agreement (MOA) are the United States Coast Guard (USCG) and the United States Navy Bureau of Medicine and Surgery (Navy Medicine) (the Parties).

2. **AUTHORITY:** This MOA is authorized under the provisions of:

a. 14 U.S.C. § 2 (7) - states that one of the USCG's primary duties is to "maintain a state of readiness to function as a specialized service in the Navy in time of war."

b. 14 U.S.C. § 93(a)(17) - authorizes the Commandant of the Coast Guard to "provide medical and dental care for personnel entitled thereto by law or regulation..."

c. 14 U.S.C. § 145 - as delegated to the Commandant by Department of Homeland Security (DHS) Delegation 0170.1 of 20 June 2003, Sec II, para. 26, authorizes broad cooperation between the Coast Guard and the Navy, including making available to each other such personnel, vessels, facilities, and equipment, and agree to undertake such assignments and functions for each other as they may agree are necessary and advisable.

d. 14 U.S.C. § 141(a) - authorizes the Coast Guard to utilize its personnel and equipment "...to assist any Federal agency ...to perform any activity for which...[the Coast Guard] is especially qualified."

e. 10 U.S.C. § 1074(a) - Under joint regulations to be prescribed by the administering Secretaries, a member of a uniformed service is entitled to medical and dental care in any facility of any uniformed service.

f. MOA between the Department of Defense (DoD) and the Department of Homeland Security (DHS) dated 20 May 2008 - identifies National Defense capabilities of the USCG and it

improves the process by which the USCG serves as a force provider for DOD missions.

3. **PURPOSE:** This MOA defines the terms by which Navy Medicine shall assist USCG Medical Officers in medical consultation specifically related to undersea (specifically, diving) medicine. This service will enable USCG to ensure medically qualified personnel are available to fulfill assigned diving duties as outlined in paragraph 2(a)-2(d) above.

4. **RESPONSIBILITIES:**

a. Navy Medicine exercises direct control only over Undersea Medical Officers (UMOs) assigned to Budget Submitting Office (BSO) -18 commands. As directed by Navy Medicine, these UMOs shall:

(1) Perform initial and periodic diving duty physical examinations (DD Forms 2807-1 and 2808) for USCG diver candidates and divers.

(2) Assist in the diagnosis, treatment (i.e., hyperbaric oxygen in Navy recompression chambers) and follow-on management of USCG divers with diving-related medical conditions.

(3) Perform fitness for duty evaluations of USCG divers after any suspected degradation of duty status to determine their fitness to return to a diving status and make recommendations to the responsible USCG medical officer(s) thereon.

(4) For USCG individuals not meeting Diving Duty physical standards, provide written clinical assessments for use in waiver/disqualification adjudications by USCG Waiver Granting Authorities.

(5) For these purposes, Diving Duty physical standards, as specified by the United States Navy Manual of the Medical Department (MANMED), NAVMED P-117, Chapter 15, Medical Examinations, Section 15-102, Diving Duty Examinations and Standards, shall pertain.

b. USCG:

(1) The USCG will maintain overall control and final approval authority pertaining to medical treatment of USCG diving personnel per applicable USCG regulations and standards of care. Parent USCG commands of those individuals found not to meet physical standards for Diving Duty and requiring either waiver or disqualification, shall forward required documentation to the responsible Coast Guard Medical Officer.

(2) The USCG will provide accurate medical information when in consultation (in-person, telephone, or other secure communication) with Navy UMOs. USCG Medical Officers will document the professional consultation per applicable USCG regulations and standards of care.

(3) USCG healthcare providers with USCG divers in their AOR will actively liaise with Navy UMOs nearest in proximity to their location to maintain professional dialogue and rapport.

5. POINTS OF CONTACT:

a. USCG:

Coast Guard Chief of Operational Medicine
Commandant (CG-1121)
HQ USCG, COMDT (CG-1121) Mail Stop 7907
2703 Martin Luther King, Jr., Avenue, S.E.
Washington, DC 20593-7907
Phone: (202) 475-5211
Fax: (202) 372-8468

b. Navy Medicine:

Branch Head for Undersea Medicine and Radiation Health
BUMED M95
Bureau of Medicine and Surgery
7700 Arlington Blvd, Suite 5128
Falls Church, VA 22042
Phone: (703) 681-9286
Fax: (703) 681-5406

6. OTHER PROVISIONS:

a. Nothing in this MOA is intended to conflict with current law or regulations or the directives of the Department of Homeland Security or the USCG, the Department of Defense, or the Department of the Navy. If a term or condition in this MOA

is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

b. Claims:

(1) Any claims arising from activities contemplated or conducted per this MOA will be governed by existing United States laws and regulations, and per the Parties' service members' service specific regulations and policies.

(2) Injury or death of USCG assigned personnel occurring under this agreement will be handled under the USCG's decedent affairs or disability system.

(3) This MOA creates no cause of action, rights, or duties for members of any Party other than those already existing under U.S. Laws and regulations, and the Parties' respective service regulations and policies.

c. Disputes: The Parties shall resolve any disputes arising under or relating to this MOA in accordance with existing dispute resolution procedures at the lowest level possible.

d. Resources: Execution of this support agreement is contingent upon local funding availability. Therefore, approval of this support agreement does not constitute approval of additional resources. Any funding or billet requirements that cannot be accommodated within a party's existing budget must be separately addressed through normal budget processes or other special programs.

7. **EFFECTIVE DATE:** The terms of this MOA will become effective on the date signed by the parties below.

8. **MODIFICATION:** This MOA may be modified upon the mutual written consent of both Parties and attached hereto.

9. **REVIEW:** This MOA will be reviewed annually by both parties to ensure effectiveness.

10. **TERMINATION:** The terms of this MOA, as modified with the consent of both Parties, will remain in effect for 9 years. Either Party may terminate this agreement upon 30 days written notice to the other Party.

11. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** Each party agrees to adhere to its respective health

information privacy regulations and to comport with the Health Insurance Portability and Accountability Act, Public Law 104-191.

APPROVED BY:



For Navy Medicine

Rear Admiral B. L. Gillingham,
USN

Deputy Chief, Readiness & Health



For U.S. Coast Guard

Rear Admiral E. G. Schwartz,
USPHS

Director of Health, Safety and
Work-Life

Date: 31 OCT 17

Date: 25 OCT 2017