# 2007 - 2008
# Paso del Norte
# Influenza
# Surveillance
# Pilot Project

**INTEGRAL SUPPORT AGREEMENT TO PERFORM ACTIONS UNDER THE 2007-2008 PASO DEL NORTE INFLUENZA SURVEILLANCE PILOT PROJECT. THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE PARTIES:**

**THE SECRETARÍA DE FOMENTO SOCIAL REPRESENTED BY ARQ. CARLOS HÉCTOR CARRERA ROBLES IN HIS CAPACITY AS SECRETARY (HEREINAFTER REFERRED TO AS "SECRETARÍA DE FOMENTO SOCIAL"), AND THE PARTICIPATION OF SERVICIOS DE SALUD DE CHIHUAHUA, A DECENTRALIZED PUBLIC ORGANIZATION, REPRESENTED BY ITS GENERAL DIRECTOR, DR. OCTAVIO RODRIGO MARTÍNEZ PÉREZ, (HEREINAFTER "SSCH"); AND**

**THE NEW MEXICO DEPARTMENT OF HEALTH (HEREINAFTER "NMDOH"), REPRESENTED BY DR. ALFREDO VIGIL IN HIS CAPACITY AS SECRETARY OF THE NEW MEXICO DEPARTMENT OF HEALTH.**
**BOTH PARTIES AGREE AS FOLLOWS:**

I. **WHEREAS** Art. 4, Section 4th of the Mexican Constitution establishes the right to health protection as a social guarantee, and further stipulates that the Law shall define bases and modalities for access to healthcare services and establish the participation of the Mexican Federal Government and other governmental entities regarding general health.

II. **WHEREAS** pursuant to the National Development Plan objectives for health policy, system institutions shall operate coordinately within a framework that guarantees consistency of their actions.

III. **WHEREAS** the abovementioned National Plan also establishes within its strategy for social development that necessary resources and technical, operative and organizational support shall be provided to state governments in order to operate the health services transferred to them through the decentralization of the government.

IV. **WHEREAS** pursuant to art. 3, section XVII of the General Health Law, prevention and control of communicable diseases is included as one among other general health related matters.

**THE PARTIES HERETO DECLARE THAT:**

**I.- SECRETARÍA DE FOMENTO SOCIAL:**

**1** The Secretaría de Fomento Social is an institution part of the State Public Adminstration and constituted in accordance with article 94 of the State Constitution and paragraphs 1, 2, 24 and 27 of the Organic Law of the Executive Branch.

**2** Pursuant to article 27, sections II, VII and IX of the State of Chihuahua Organic Law of the Executive Branch, the **Secretaría de**

**Fomento Social** shall perform the responsibilities granted by the executive of the state in accordance with its general and state health laws, as well as by virtue of any other agreements entered into by the Federal Government to this respect. The Secretaría de Fomento Social shall also coordinate, negotiate and execute special programs focusing on the most disadvantaged communities (especially the indigenous people) in order to improve the standard of living of the population with participation of federal, state, and local public organizations and entities, and private and social sectors where required; and shall participate in any act, agreement or contract mandatory and binding on the State Government that may be related to the provisions of the above mentioned article 27.

**3** The Secretaría de Fomento Social is represented by Arq. Carlos Héctor Carrera Robles, in his capacity as Secretary appointed by the State Governor of Chihuahua, Lic. José Reyes Baeza Terrazas, on October 4th, 2004, and as it appears registered under number 239, page 239, book 2 of the Civil Servant Appointment Registry of the State Government Administration Secretariat, and with full legal capacity to enter into this agreement and accept its terms and conditions on behalf of the Secretaría de Fomento Social.

**4** **"The Government"** declares that the offices of the Secretaría de Fomento Social are the 6th floor of Edificio Héroes de la Revolución, in 803 Avenida Venustiano Carranza, corner with Escorza, Colonia Centro, in the city of Chihuahua.

**III.- "SSCH" DECLARES THAT:**

**1** SSCH is a public organization decentralized from the State Government of Chihuahua with its own legal personality and assets, created under decree published on October 1st, 1997, in the State Official Gazette, and whose purpose is to organize and operate any health services that may be mandated by the State Executive and those that may become decentralized by the Federal Government Health Secretariat through its federal, state and local plans and programs, and the Integral Decentralization of Chihuahua State Health Services Coordination Agreement.

**2** SSCH declares that the Sate Government of Chihuahua, represented by the State Executive and the Federal Government represented by its Secretary of Health signed the Integral Decentralization of Chihuahua Sate Health Services Coordination Agreement, and on October 29th, 1997, declared the establishment of the public decentralized organization known as **"Servicios de Salud de Chihuahua"** in order to effectively comply with Article 4 of the Mexican Constitution and perform all functions regarding general health that may become decentralized as stipulated in the General Health Law.

**3** SSCH is represented by Dr. Octavio Rodrigo Martínez Pérez, in his capacity as General Director of the Servicios de Salud de Chihuahua,

appointed on may 2nd, 2007 by Lic. José Reyes Baeza Terrazas, Governor of the State of Chihuahua, registered under number 088, page 088, book 3 of the Civil Servant Appointment Registry of the State Government Administration Secretariat, and with full legal capacity to enter into this agreement and accept its terms and conditions on behalf of SSCH.

**4** SSCH regulates and oversees, within its competencies, the work of hospitals and health centers across the State, and ensures they comply with the appropriate legislation and regulations as determined by the Health Secretariat and the SSCH executive.

**5** For the purpose of this agreement, SSCH indicates that its legal domicile is at Calle Tercera No. 604, Colonia Centro, in Chihuahua.

**III.- "NMDOH" DECLARES THAT:**

1.- The **NMDOH** is its own legal entity as established by the state law of New Mexico.

2.- Dr. Alfredo Vigil was appointed as Secretary of the NMDOH by Gov. Bill Richardson, Governor of the State of New Mexico, and acts in such capacity and as the highest authority in public health for the Government of the State of New Mexico.

3.- For the purpose of this agreement, NMDOH indicates that its legal domicile is at 1190 St. Francis Drive, N4100, in Santa Fe, New Mexico.

## PROVISIONS

**I. PURPOSE**

The "Parties" hereto enter into this coordination agreement of actions for the purpose of improving detection of the first seasonal influenza case, following the numbers and type throughout the flu season, sharing data and promoting binational, state-to-state collaboration in the epidemiology and surveillance of infectious diseases.

**II. "SSCH" COMMITS TO:**

1. Identify key staff from the Juarez Clinic to participate in the New Mexico Sentinel Provider Surveillance Network Influenza Surveillance Training that took place on August 31st, 2007, in Juarez, Chihuahua, Mexico.

2. Complete influenza surveillance training for medical and epidemiology staff in Juarez, Chihuahua.

3. Throughout the period of October 1, 2007 to May 18, 2008 perform seasonal influenza surveillance services during the pilot project at the Juarez Clinic.

4. During the duration of the project, the doctor responsible for the project at the sentinel site shall report by email or fax the total number of influenza rapid tests performed, negatives and positives, and influenza type of the positives to the jurisdictional epidemiologist who shall then report statewide and to the New Mexico Influenza Surveillance Coordinator.

5. During the months of November 2007, January 2008 and April 2008, submit, on monthly basis, five influenza cultures from five randomly selected patients presenting to the Juarez Clinic with positive results verified by rapid test to the New Mexico Scientific Laboratory Division.

6. Maintain complete, confidential records documenting the services rendered under this project and allow NMDOH to inspect those records for the purpose of evaluating the results of the pilot project.

**III. "NMDOH" COMMITS TO:**

1. Supply influenza surveillance training, influenza culture services through the New Mexico Scientific Laboratory Division and up to 500 rapid influenza tests to the Juarez Clinic which shall be sufficient in order to complete the project.

2. New Mexico Scientific Laboratory Division agrees to perform the influenza cultures and share the results of these cultures with SSCH as soon as they are available.

3. Provide to SSCH Epidemiologists, in addition to the established New Mexico Weekly Influenza Report, a monthly cumulative influenza summary report of the data that has been submitted by the Juarez Clinic during the pilot project.

4. The New Mexico Department of Health Border Infectious Diseases Surveillance (BIDS) agrees to coordinate all activities associated with the project. BIDS intends to assure that reports are submitted in a timely manner and that influenza cultures are properly packaged and submitted to New Mexico Scientific Laboratory Division once they are transported across the border from Juarez, Chihuahua, Mexico to El Paso, Texas.

**IV. AGREEMENT BETWEEN THE PARTIES**

The parties agree to transport influenza cultures across the US-Mexico border in accordance with the established protocols, as delineated at the New Mexico Sentinel Provider Surveillance Network Influenza Surveillance Training to be provided on August 31st, 2007, at the Juarez Clinic, Chihuahua, Mexico, and facilitated in cooperation with staff from the FDA and the CDC El Paso Quarantine Station, and the relevant Mexican authorities.

## V. PERIOD OF AGREEMENT

The parties intend this agreement to become effective August 1, 2007, terminating on June 30, 2008.

## VI. LIMITATIONS OF AGREEMENT

NMDOH and SSCH acknowledge that this agreement is not intended to create any legally binding rights or obligations and will not be enforceable in any court of law in the United States or Mexico.

NMDOH and SSCH commit themselves in good will to implement this agreement to the fullest extent practicable.

**NOW, THEREFORE**, having read this Coordination Agreement and understood its legal value and consequences, the Parties hereto sign this agreement in four copies in the city of Juarez, Chihuahua, Mexico, on this twenty-first day of September, two thousand seven.

**FOR THE**
**SECRETARÍA DE FOMENTO SOCIAL**
**SECRETARY**

**ARQ. CARLOS HÉCTOR CARRERA ROBLES**

**FOR THE**
**NEW MEXICO DEPARTMENT OF HEALTH**
**SECRETARY**

**DR. ALFREDO VIGIL**

**FOR SERVICIOS DE SALUD DE CHIHUAHUA**
**GENERAL DIRECTOR**

**DR. OCTAVIO RODRIGO MARTINEZ PEREZ**

**FOR THE DEPARTMENT OF HEALTH, OFFICE OF BORDER HRALTH**
**DIRECTOR**

**PAUL DULIN, MA**