

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA  
AND  
THE NATIONAL DEFENSE SECRETARIAT AND THE NAVY SECRETARIAT  
OF THE UNITED MEXICAN STATES  
CONCERNING  
HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

The Department of Defense of the United States of America and the National Defense Secretariat and the Navy Secretariat of the United Mexican States, hereinafter referred to as "the Parties," desire effective cooperation;

Whereas, the laws and regulations of the United States provide that inpatient medical care in Department of Defense medical treatment facilities in the United States may be furnished without cost to foreign force members and their accompanying dependents in the United States, if comparable care is made available to a comparable number of United States force members and their dependents in the country of the foreign force member;

Whereas it has been determined that appropriate conditions exist to ensure that comparable care for comparable numbers of persons will be made available by each Party;

Considering the importance of establishing cooperative actions to make available medical attention under the principle of reciprocity;

The Parties agree as follows:

ARTICLE I  
Objective

This Agreement has the objective of establishing a collaborative basis between the parties to make available reciprocal inpatient medical treatment and other medical treatments needed by the Military members and their dependents of the Armed Forces of the United States of America and the United Mexican States. Medical attention that is to be provided at the medical military facilities in their respective territory shall be without charge.

## **ARTICLE II**

### **Definitions**

1. Dependents: The term "dependents" is defined as follows:

a. Spouse. A person who is the lawful wife or husband of the military member.

b. Dependent child. A military member's child who depends on the military member for support, and who has not attained the age of 21, or if enrolled in a full-time course of study at an institution of higher learning, the age of 23.

2. Subsistence surcharge. A charge for meals consumed in the military treatment facilities of the parties.

## **ARTICLE III**

### **Scope**

This Agreement applies to military members, and their dependents, of the United States of America and the United Mexican States who are in each other's country at the official invitation of the receiving Government, or who are in each other's country as crew of a visiting military aircraft or military vessel that lands at each other's airfields or docks in each other's ports on official military business.

No more than six officers and their dependents assigned to the Inter-American Defense Board and the Inter-American Defense College are covered by this Agreement. The senior defense military attaché will select those eligible for care under this Agreement.

Requirements for identification and proof of eligibility by persons requesting health care under this Agreement shall be as prescribed by the Party furnishing the care.

## **ARTICLE IV**

### **Representatives**

In the implementation and administration of this Agreement, the Representative of the Department of Defense of the United States shall be the Assistant Secretary of Defense for Health Affairs, and for the United Mexican States, the Representative of the National Defense Secretariat and the Navy Secretariat of México shall be the Defense, Military and Air Attache and the Navy Attache of Mexico at the Mexican Embassy.

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**ARTICLE V**  
**Medical Attention Available**

1. The Department of Defense of the United States shall make available in its military treatment facilities in the United States of America:

a. For Mexican military members covered by this agreement, outpatient and inpatient care in Department of Defense medical and dental treatment facilities, without charge (except for a subsistence surcharge, if applicable). Medications available at the military treatment facilities are available without charge.

b. For dependents accompanying those military members:

- i. Outpatient and inpatient medical care in Department of Defense medical facilities, without charge (except for a subsistence surcharge, if applicable), and
- ii. Dental care in Department of Defense medical and dental facilities, without charge, to the same extent that such care is made available in military facilities within the United States to dependents of United States military members.

c. The Department of Defense shall ensure the military members or their dependents receiving care in a Department of Defense medical treatment facility shall receive a copy of the medical records regarding the care provided and any follow-on treatment plan for their personal medical records.

2. The National Defense Secretariat and the Navy Secretariat of the United States of Mexico shall make available in their medical military facilities in the United States of Mexico:

a. For United States military members covered by this agreement, outpatient and inpatient care in Mexican medical and dental treatment facilities, without charge (except for a subsistence surcharge, if applicable). Medications available at the military treatment facilities are available without charge.

b. For dependents accompanying those military members:

1. Outpatient and inpatient medical care in the National Defense Secretariat and the Secretariat of Navy medical facilities, without charge (except for a subsistence surcharge, if applicable), and



ii. Dental care in the National Defense Secretariat and the Secretariat of Navy medical and dental facilities, without charge, to the same extent that such care is made available in military facilities within the United States to dependents of Mexican military members.

c. The National Defense Secretariat of the United Mexican States shall ensure that United States military members or their dependents receiving care in a National Defense Secretariat or Secretariat of Navy medical treatment facility shall receive a copy of the medical records regarding the care provided and any follow-on treatment plan for their personal medical records.

#### **ARTICLE VI Expenses**

Each of the parties will cover the resulting expenses from the application of this agreement, subject to their respective laws and the availability of funds.

#### **ARTICLE VII Dispute Resolution**

Questions relating to interpretation of the provisions of this Agreement, or implementation of this Agreement, shall be referred for mutual resolution to both of the Representatives of the Parties.

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**ARTICLE VIII  
Final Dispositions**

This agreement shall enter into force upon the date of last signature and shall remain in force for three years, unless terminated by either Party by giving at least ninety days written notice to the other Party. It may be extended by mutual written agreement of the Parties.

This Agreement may be amended by mutual written agreement of the Parties.

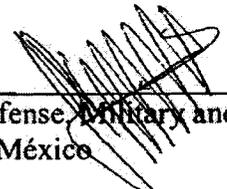
This agreement is in two originals in English and Spanish, being both texts equally authentic.

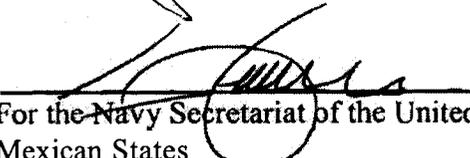
For the Department of Defense  
of the United States of America

  
MAR 10 2008

Assistant Secretary of  
Defense for Health Affairs

For the National Defense  
Secretariat of the United Mexican States

  
MAR 27 2008  
Defense, Military and Air Attaché  
of México

  
For the Navy Secretariat of the United  
Mexican States  
NAVAL ATTACHE.