

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU," is made and entered into as of this _____ day of _____, 2005, by and between COUNTY OF SACRAMENTO, a political subdivision of the State of California, on behalf of the Department of Health and Human Services, Child Protective Services Division, hereinafter referred to as "COUNTY", and the MEXICAN CONSULATE, hereinafter referred to as "CONSULATE".

In witness whereof, this MOU, consisting of 3 pages has been executed by the parties hereto, as of the date written above.

COUNTY OF SACRAMENTO

MEXICAN CONSULATE

By _____
James W. Hunt, Director, Department of Health and Human Services. Approval delegated pursuant to Sacramento County Code Section 2.61.

By _____
Alejandra Bologna Zuvikarai
Consul General

Date: _____

Date: _____

WITNESSETH:

WHEREAS, Sacramento County Department of Health and Human Services, Child Protection Services' (DHHS-CPS) goal is to protect children from abuse and neglect, to strengthen families and provide permanent homes; and

WHEREAS, the Mexican Consulates' duty is to assist Mexican citizens and to protect their interests; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2005-0822 on June 21, 2005 authorizing the Director of the Department of Health and Human Services, or his designee to enter into a five-year MOU with the Mexican Consulate, and

WHEREAS, both parties desire to work together in the best interest of the children and families of Sacramento County that are involved with the DHHS-CPS and are eligible for assistance from Consulate:

NOW, THEREFORE, it is mutually agreed as follows:

I. TERM

This MOU shall be for the term beginning July 1, 2005 and ending June 30, 2010.

II. NOTICE

Notice shall be in writing, personally delivered, or sent by United States Mail, certified or return receipt requested, and addressed as follows:

TO COUNTY

TO CONSULATE

DIRECTOR
Department of Health and Human Services
7001 A- East Parkway, Suite 1000
Sacramento, CA 95823

CONSUL GENERAL
1010 8th Street
Sacramento, CA 95814

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

III. DIRECTOR

As used in this MOU, "DIRECTOR" shall mean the Director of the Department of Health and Human Services, or his designee. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to this MOU and shall administer this MOU on behalf of COUNTY.

IV. PURPOSE

The purpose of this MOU is to clarify the responsibilities of each party and how the parties will work together in the best interests of children and families that are involved with DHHS-CPS and eligible for assistance from CONSULATE.

V. RESPONSIBILITIES

A. DHHS-CPS shall:

1. Notify CONSULATE when a family is involved with DHHS-CPS and:
 - a. The child is known to be a citizen of Mexico and is either in protective custody or a dependency Petition has been filed; and/or
 - b. Either parent of the child is a citizen of Mexico and the parent requests that CONSULATE be notified.
2. Ensure consideration be given to available relatives desiring placement in Mexico when out-of-home care is being pursued for a child that meets the criteria above.
 - a. Requests for home evaluations in Mexico will be referred directly to the CONSULATE. CONSULATE will refer the matter to Desarrollo Integral De La Familia (DIF) who shall perform such evaluation;
3. Subject to Section VI below, respond to any inquiries from CONSULATE in matters involving only Mexican citizens (child, parents and relatives) pertaining to the protection of children that are residents of Sacramento County.

B. CONSULATE shall:

1. Observe all Federal, State, and local laws, rules, regulations and procedures concerning confidentiality requirements.
2. Facilitate the process of returning children to Mexico when determined appropriate by DHHS-CPS.
3. Respond to any inquiries from DHHS-CPS in matters pertaining to the protection of children that are residents of Sacramento County and may be eligible for assistance from CONSULATE.

C. Each Party agrees to be accountable for their own acts or omissions.

VI. CONFIDENTIALITY

Welfare and Institution's Code Section 827 and Sacramento County's local rules of Court Rule 19 allows DHHS-CPS to share Court reports and other confidential information with CONSULATE only pursuant to Court authorization.

VII. ADDITIONAL PROVISIONS

- A. This MOU shall in no way interfere with DHHS-CPS' working relationship with other Mexican Governmental Agencies.
- B. This MOU may be amended by written consent of both parties. All amendments shall be attached to this MOU and made part thereof.

VIII. TERMINATION

- A. This MOU may be terminated by written notice of either party with 30 days notice.
- B. Upon the effective date of termination, all rights and obligations hereunder of the parties shall cease and terminate.