



**MEMORANDUM OF UNDERSTANDING BETWEEN LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES, UNITED STATES OF
AMERICA AND THE CONSULATE GENERAL OF MEXICO IN LOS ANGELES,
CALIFORNIA, FOR THE PROVISION OF PERMANENCY AND PLANNING SERVICES
FOR MEXICAN MINORS INVOLVED IN DEPENDENCY LEGAL PROCEEDINGS**

Los Angeles County Department of Children and Family Services, United States of America ("DCFS") and the Consulate General of Mexico in Los Angeles, California, ("the Consulate"), hereinafter referred to as "the Parties";

CONSIDERING the need to continue fostering and strengthening the effective relationship and communication between the Parties, in accordance with the spirit of the Vienna Convention on Consular Relations of April 24, 1963, 21 U.S. T. 77, T.I.A.S. No. 6820 (hereinafter "Vienna Convention") and the Consular Convention between the United States of America and the United Mexican States of August 12, 1942, 57 Stat. 800; Treaty Series 985 (hereinafter "Bilateral Convention");

WHEREAS the Parties mutually consider their commitment to the safety and well-being of Mexican minors under the custody of DCFS;

WHEREAS the Consulate is obliged to protect the rights of Mexican nationals and their children within its consular circumscription;

WHEREAS the Parties mutually consider their interest in preventing situations that may jeopardize the safety, dignity and human rights of Mexican minors involved in legal proceedings;

WHEREAS the Parties mutually consider their interest in establishing protocols and procedures to provide and share information, deliver services and resolve problems at the local level concerning child protection issues.

Now, therefore, it is mutually agreed as follows:

1. This Memorandum of Understanding ("MOU") has been drafted accordingly with the Vienna Convention, the Bilateral Convention and applicable State and Federal laws.
2. This MOU contains the procedural guidelines authorized by the DCFS Director and the Consul General of Mexico in Los Angeles, California, for their respective officers to follow in providing their respective services, where Mexican minors are involved in dependency legal proceedings.



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I. PURPOSE

The purpose of this MOU is to establish the procedures between the Parties for implementation of their collaboration on sharing information, delivering services and resolving problems at the local level concerning child protection issues of Mexican minors residing in Los Angeles County, California, who meet the criteria set forth in Section III, below.

II. DEFINITIONS

- A. **Mexican minor**: Means any unmarried individual who is under the age of eighteen and:
- Was born in Mexico, or
 - Two or more countries might grant their nationality to that individual and Mexico is one of those countries.
- B. **Repatriation**: The procedure through which a Mexican minor residing in the United States of America is returned to Mexican territory.
- C. **DIF**: Means the Agency for Integral Family Development, which is the Mexican agency responsible for child protection in Mexico.

III. POPULATION TO BE SERVED

Mexican minors involved in dependency legal proceedings and/or held in protective custody by DCFS.

IV. CONSULATE RESPONSIBILITIES

- A. To comply with the provisions set forth by the Vienna Convention, the Bilateral Convention and any other applicable treaty or agreement governing the collaboration between the United States of America and Mexican Consulates when a Mexican minor is involved in dependency legal proceedings.
- B. To promote bi-cultural sensitivity and understanding on issues relating to child protection; and to encourage cooperation at the highest level to achieve success on proceedings regarding interests of Mexican minors.



- C. To agree to an annual meeting between the Consul General of Mexico or designee, and the DCFS Director, or designee, to assess the progress of this MOU.
- D. To abide by what has been established, as set forth in the DCFS Child Welfare Policy Manual, Placing Children Outside the Country, which are attached hereto and incorporated by reference as Attachment 1, and other related policies in handling cases pertaining to Mexican minors under the custody of DCFS.
- E. To assist, where possible, DCFS in obtaining the necessary documentation from Mexico to complete Special Immigrant Juvenile Status (SIJS) applications on behalf of a Mexican minor who are under custody of the DCFS and are considered eligible to obtain SIJS, pursuant to INA, sec, 101 (a)(27)(j)(ii), 8 U.S.C. sec 1101 (a)(27)(J)(ii).
- F. To obtain from DIF the appropriate socioeconomic (home) studies of families in Mexico who may be eligible to obtain custody of a Mexican minor under custody of DCFS. Upon possession of the studies, the Consulate shall immediately transmit the information to the DCFS for the Placement of Children (Interstate Compact for the Placement of Children-ICPC/International Coordinator).
- G. To adopt the necessary coordination measures with DIF, when, custody of a Mexican minor is granted to a Mexican family, in order to carry out the repatriation of a Mexican minor to Mexico, procuring his/her welfare and providing him/her with all the necessary services.

Once the minor is in Mexico, the Consulate will request to DIF, if necessary, be present in the delivery of the Mexican minor over to the family assuming custody, and adopt the necessary measures to assure the minor's welfare.

- H. To work with the DCFS on introducing changes or improvements to any of the provisions in this MOU and/or in the attached "DCFS Child Welfare Policy Manual, Placing Children Outside the Country" and other related policies.
- V. **DCFS RESPONSIBILITIES**
- A. To comply with the provisions set forth by the Vienna Convention, the Bilateral Convention and any other applicable treaty or agreement governing the collaboration between the United States of America and Mexican Consulates when a Mexican minor is involved in dependency legal proceedings.

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- B. To communicate with the Consulate, without delay, about any dependency legal proceeding involving a Mexican national, in accordance with Article 37 (b) of the Vienna Convention.
- C. To facilitate communication between consular representatives and Mexican minors held in protective custody of DCFS in accordance with Article VI, paragraphs 2(a) and 3 of the Bilateral Convention and consistent with the requirements of Article 36.1, subsections (a) and (c) of the Vienna Convention.
- D. To allow and to facilitate, consistent with applicable law, for consular officers to be present at all times at dependency legal proceedings relating to Mexican minors.
- E. To promote bi-cultural sensitivity and understanding on issues relating to child protection; and to encourage cooperation at the highest level to achieve success on proceedings regarding interests of Mexican minors.
- F. To agree to an annual meeting between the Consul General of Mexico or designee, and the DCFS Director, or designee, to assess the progress of this MOU.
- G. To consolidate the vision and mission of DCFS in providing permanency and safety for Mexican minors, taking into consideration the aspiration of the Mexican Government to reunite Mexican minors with their families in the United States of America or in Mexico, whichever placement is determined to be in the best interest of the minor.
- H. To abide by what has been established, as set forth in the "DCFS Child Welfare Policy Manual, Placing Children Outside the Country", attached hereto as Attachment 1, and other related policies in handling cases pertaining to Mexican minors under the custody of DCFS.
- I. To work with the Consulate to develop procedures for the notification of allegations of abuse or neglect related to Unaccompanied Alien Children of Mexican origin, who may come to the attention of DCFS after they have been released to sponsors in Los Angeles County.
- J. To work with the Consulate in introducing changes or improvements to any of the provisions in this MOU and/or in the attached "DCFS Child Welfare Policy Manual, Placing Children Outside the Country" and other related policies.

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VI. CONFIDENTIALITY

- A. The Parties agree to maintain the confidentiality of all records and information about persons pursuant to all applicable federal and/or State laws or regulations including, without limitation, United States Privacy Act of 1974, the State of California Welfare and Institutions Code Sections 827 and 10850-10853, the California Department of Social Services Manual of Policies and Procedures, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.
- B. In addition to the general confidentiality provisions of this Section, the Parties agree to comply with the Los Angeles County Juvenile Court Proceedings and California Rules of Court, Rule 1423.
- C. If the Consulate wishes to obtain confidential information regarding a Juvenile Court case or a minor under DCFS supervisions, the Consulate will file a Petition for Disclosure of Juvenile Court Records in the form attached as Attachment 2, explaining on whose behalf the request is filed, the reasons for the request and as much identifying information regarding the case as known.
- D. At least five calendar days before filing a Petition for Disclosure of Juvenile Court Records, the Consulate will serve or attempt to serve, a copy of the petition on the appropriate parties either personally or by first class mail.

The Presiding Judge or a judicial officer designated by the Juvenile Court will determine whether to grant the petition and issue an order granting the Consulate representative access to the file.

If the Order is issued, the Consulate representative may bring this order to the Clerk's Office of the Children Court to review the file as contained in the order.

- E. If the Consulate representative appears in Court as an agent for a relative in Mexico other than a parent, the Consulate representative should approach the attorney for the child directly. In most cases, the attorney will be willing to discuss the case with the Consulate representative as if the relative were present in court.

If the attorney is unwilling to provide any information to the Consulate representative, the Consulate representative may (1) file a petition for disclosure of confidential juvenile records of the Juvenile Court or (2) write a letter to the Presiding Judge describing the problem. The Presiding Judge shall determine the best course of action.



VII. RETENTION OF RECORDS

The Parties agree to retain all documents pertinent to this MOU for five (5) years from the termination of this MOU, or until all pending Federal, State, and County audits are completed, whichever is later.

VIII. NOTICE AND CORRESPONDENCE

- A. All correspondence concerning this MOU will be in writing and sent to:
DCFS:

Los Angeles County
Department of Children and Family Services
Bureau of Specialized Response Services
Deputy Director
1933 S. Broadway Avenue # 542
Los Angeles, CA 90007

Consulate:

Consulate General of Mexico in Los Angeles
Consul General
2401 West 6th Street
Los Angeles, CA 90057

- B. All notices shall be deemed effective when in writing and deposited in the United States of America, mail first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports and/or statements authorized or required by this MOU addressed in any other fashion shall be deemed not given. The Parties may mutually agree in writing to change the addresses to which notices are sent.

IX. RESOLUTION OF CONFLICTS

For resolution of conflicts between the Parties in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between the DCFS designee and representatives of the Consulate.



Step 2: Conference between the DCFS Bureau of Specialized Response Services, Deputy Director, or designee, and representatives of the Consulate.

Step 3: Conference between the DCFS Director or designee and the Consul General of Mexico in Los Angeles, California, or designee.

X. FUNDING

The Parties shall finance the activities referred to in the present MOU with the assigned resource in their respective budgets according to the availability and terms of their legislation.

XI. FINAL PROVISIONS

- A. This MOU shall become effective from the date of its signature.
- B. Either Party may terminate this MOU at any time, by providing a written notice to the other Party with ninety (90) days in advance.
- C. Exercise by either Party of the right to terminate this MOU will relieve both Parties of all further obligations under this MOU with the exception of obligations with respect to confidentiality.
- D. Upon termination, or notice thereof, the Parties agree to cooperate with each Other in the orderly transfer of service responsibilities, case records, and pertinent documents.
- E. This MOU may be modified by mutual consent of the Parties, formalized through written communications specifying the date of the entry into force of such modifications.
- F. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DCFS and any Mexican national receiving services as described herein, or any of the employees, agents, staff, or volunteers of the Consulate.
- G. This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

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H. This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the applicable laws of the Parties, including but not limited, by laws of the State of California, the provisions of the Bilateral Convention and the Vienna Convention.

XII. NO EXECUTORY DUTIES OR OBLIGATIONS

This MOU is intended only as a framework within which the Parties intend to pursue a common objective, and does not create any mutual obligations, with the exception of the obligations set forth in Paragraph VI of this MOU regarding Confidentiality, and those established in the treaties which are legally binding for United Mexican States and the United States of America.

Signed in Los Angeles, California, in two originals, in the Spanish and English language, being both texts equally authentic.

**FOR LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND
FAMILY SERVICES, UNITED STATES
OF AMERICA**

**Philip L. Browning
Director**

**FOR THE CONSULATE GENERAL OF
MEXICO IN LOS ANGELES,
CALIFORNIA**

**Carlos Manuel Sada Solana
Consul General**

Dated: _____

April 18, 2016

Dated: April 12, 2016