

**MOCKINGBIRD FAMILY MODEL BILINGUAL HUB HOME PROGRAM
AGREEMENT**

(The Mockingbird Society – County of Fresno)

THIS REVENUE AGREEMENT, including the Exhibits (“Agreement”), is made and entered into this 13th day of April, 2021 (the “Commencement Date”), by and between:

- (1) **The Mockingbird Society** (“TMS”), a registered 501(c)(3) not for profit company, having a principal place of business at 2100 24th Ave S, Suite 240, Seattle, Washington, 98144, USA; and
- (2) **The County of Fresno** (“Contractor”), a political subdivision of the State of California with a principal place of business at 205 W. Pontiac Way, Clovis, California 93612, USA.

WHEREAS, TMS is a leading, independent voice for foster care reform in Washington state and beyond, built upon youth-inspired solutions and public support for every child's right to a safe home and bright future. Founded in 2000, the organization is committed to advocating for innovation in the way in which services, such as foster care, are delivered; and

WHEREAS, Contractor, through its Department of Social Services, maintains the mission to help children who have been maltreated or are at risk of maltreatment, in part through the recruitment, retention and support of resource families who provide a safe and nurturing environment for children in foster care; and

WHEREAS, TMS and Contractor share a belief in the value of improving the quality of foster care and recognize the advantage of collaboration in maximizing learning and the benefit of widening participation in the Mockingbird Family Model (as defined below);

WHEREAS, TMS requires an independent contractor to support expansion of the Mockingbird Family Model in Fresno County, particularly to include bilingual care providers;

WHEREAS, Contractor acknowledges that it possesses the qualifications and resources to support said expansion;

WHEREAS, TMS desires to retain Contractor to provide the services described herein, pursuant to the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1. “Agreement” has the meaning set forth in the preamble.
- 1.2. “Confidential Information” means non-public information of Contractor or TMS that, based on the nature of the information or circumstances surrounding its disclosure, the other Party should in good faith treat as confidential, including: the Mockingbird Family Model (as defined below); financial and technical information; Personally Identifiable Information; test results or reports; project reports; research reports; information relating to research; testing procedures; instruction and training manuals; and any information derived from any of these.
- 1.3. “Contractor” has the meaning set forth in the preamble.
- 1.4. “Derivative Work” means a work created by Contractor based upon the Materials or upon other pre-existing works owned by TMS.
- 1.5. “Intellectual Property” includes inventions (whether patentable or not); registered designs; unregistered design rights; copyrights; database rights; trademarks and service marks, whether registered or not; goodwill; and rights in Confidential Information. Intellectual Property includes in all cases applications and rights to apply for any such rights, and any rights or forms of protection of a similar nature and having equivalent effect to any of them which subsist anywhere in the world.
- 1.6. “Materials” includes any writings, recordings, pictures, videos, or data created or owned by TMS, such as training materials, manuals, diagrams, and handbooks.
- 1.7. “Mockingbird Family Model” or “MFM” means the foster care support model developed by TMS and described in the “Host Agency Implementation Handbook” and “Constellation Training and Resource Manual.”
- 1.8. “Party” means either TMS or Contractor and “Parties” means both TMS and Contractor.
- 1.9. “Personally Identifiable Information” means information that permits the identification of an individual to whom the information applies, including that which directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) and indirect identification (e.g., a combination of gender, race, birth date, geographic indicators, or other descriptors).
- 1.10. “Project” means the services provided by Contractor, and as described in Exhibit A.

- 1.11. “Third-Party Claims” has the meaning set forth in Section 13.1 of this Agreement.
- 1.12. “TMS” has the meaning set forth in the preamble.

2. **LICENSE GRANTS AND OWNERSHIP**

- 2.1. Copyright License for Materials: Subject to Contractor’s compliance with the terms and conditions of this Agreement, TMS grants Contractor during the Term a limited, non-transferable, non-exclusive license to use and reproduce the Materials owned by TMS in order to create Derivative Works and/or implement the Project.
- 2.2. Copyright License for Derivative Works: Subject to Contractor’s compliance with the terms and conditions of this Agreement, TMS grants to Contractor during the Term a limited, non-transferable, non-exclusive license to reproduce the Materials owned by TMS in order to create, reproduce, and distribute Derivative Works in order to carry out the Project.
- 2.3. Ownership of Derivative Works: Contractor will own the Intellectual Property rights to all Derivative Works, subject to TMS ownership of the Materials.
- 2.4. License to Derivative Works: Contractor grants to TMS, under all Contractor’s Intellectual Property rights, a worldwide, non-exclusive, perpetual, irrevocable, royalty free, transferable, fully paid-up license to: (1) use, copy, distribute, publicly perform, publicly display, and create derivative works of the Derivative Works; and (2) sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.
- 2.5. Pre-Existing Materials: If in the course of implementing the Project, Contractor incorporates into any Derivative Works any other work of authorship, invention, improvement, or proprietary information, or other materials owned by Contractor or in which Contractor has an interest, Contractor will grant and does now grant to TMS a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute the material as part of or in connection with the Derivative Works.
- 2.6. Crediting Derivative Works: Contractor agrees to attribute TMS as the source for the Materials incorporated into any Derivative Works, in accordance with the usage guidelines in Section 2.7.
- 2.7. Usage Guidelines:
 - 2.7.1. Goodwill: Contractor is familiar with the high standards, quality, style and image of TMS, and Contractor will, at all times, conduct its business and use the Materials and Derivative Works in a manner consistent with these high standards, quality, style, and image. This includes following all applicable laws within the United States, as well as making a good faith effort to stay true to the Mockingbird Family Model.

- 2.8. Restrictions on Materials, Derivative Works and Marks: The grant of the copyright and licenses herein are for the sole purpose of creating Derivative Works that may be copied, performed, and distributed throughout Fresno County in order to implement the Project. All of these grants are subject to the conditions outlined in this Agreement. Any or all of the licenses may be revoked by TMS at any time without notice if Contractor uses the Materials or Derivative Works for any purpose not contemplated by this Agreement.

3. STATEMENT OF WORK

- 3.1. TMS hereby engages Contractor to perform the work as specified in Exhibit A – Statement of Work, attached hereto and incorporated herein by this reference.

4. TERM AND TERMINATION

- 4.1. Term: This Agreement will be deemed to have commenced as of the Commencement Date and, unless terminated earlier in accordance with the Agreement, will remain in force for two years.
- 4.2. Termination with Cause: Either Party will have the right to terminate this Agreement if the other Party is in material breach of its obligations under the Agreement and has failed to cure that breach within 30 days of receiving written notice of the breach.
- 4.3. Termination without Cause: Under circumstances other than those set forth above, this Agreement may be terminated by either Party upon giving the other Party ninety (90) days' advance written notice of an intention to terminate.

5. COMPENSATION AND PAYMENT

- 5.1. Contractor shall send TMS monthly invoices. Invoices shall be submitted by the 20th day of each month. TMS shall, at the rates specified under the Budget, pay charges due for services satisfactorily performed within thirty (30) calendar days after its receipt of invoices from Contractor.

6. INDEPENDENT CONTRACTOR

- 6.1. Contractor is an independent contractor. All persons employed to furnish the services under this Agreement are employees of Contractor and not of TMS.
- 6.2. In performance of the work, duties and obligations assumed by Contractor under this Agreement, the Parties mutually understand and agree that Contractor, including any and all of Contractor's owners, officers, agents, employees, and independent contractors, will at all times be acting and performing as an independent contractor, and shall act in its independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of TMS. Furthermore, TMS shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its obligations under this Agreement.

7. GOVERNANCE

- 7.1. TMS and Contractor agree to discuss the implementation of the Project at least once monthly by telephone or web conference. Both TMS and Contractor agree to make a good faith effort to resolve any disputes during these conference meetings.

8. TMS'S OBLIGATIONS

- 8.1. Ongoing Support and Consultation Services: TMS will provide ongoing support for the Project, including ensuring that support is available by telephone, email and web conference during typical business hours in the United States.
- 8.2. Fees and Payment: TMS agrees to pay Contractor in accordance with Section 5 herein and Exhibit B – Budget, which is attached hereto and by this reference incorporated herein.

9. CONTRACTOR'S OBLIGATIONS

- 9.1. Providing Feedback and Data: Contractor will promptly provide feedback and Data regarding the Project to TMS, including data regarding any adaptations, implementations, and trainings; including any raw data and analysis Contractor will have access to and from any evaluations performed internally by TMS and/or by a third-party evaluator to TMS. Contractor will provide all Data to TMS in de-identified form that eliminates any Personally Identifiable Information from the Data before it is transmitted to TMS.

10. CONFIDENTIALITY

- 10.1. Confidential Information: Each Party will obtain the other Party's consent prior to any publication, presentation, announcement or press release concerning information related to Confidential Information. Notwithstanding the foregoing, the receiving party may disclose Confidential Information when legally compelled by a court or other governmental authority, or as required under the California Public Records Act. To the extent not prohibited by law, the receiving party shall promptly provide the disclosing party with sufficient notice of all available details of the legal requirement and reasonably cooperate with the disclosing party's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action as the disclosing party may deem appropriate.
- 10.2. Publicity: Each Party will obtain the other Party's consent prior to any publication, presentation, public announcement or press release concerning information related to this Agreement.

11. WARRANTIES AND DISCLAIMERS

- 11.1. Mutual Representations and Warranties: Each Party represents and warrants to the other Party that:

- 11.1.1. It is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
 - 11.1.2. It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
 - 11.1.3. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party.
- 11.2. Contractor Representations and Warranties: Contractor represents and warrants to TMS that:
- 11.2.1. Contractor will implement the Project using personnel of required skill, experience, and qualifications and in a professional and competent manner, and will devote adequate resources to meet its obligations under this Agreement.

12. LIABILITY LIMITATIONS

- 12.1. To the fullest extent permitted by applicable law, regardless of any theory, contract, tort or otherwise, under no circumstances will either Party be liable for any incidental, consequential, punitive, or lost profit damages in connection with the subject matter of this Agreement. This limitation includes instances where the Party is aware of or should know that such damages are possible.
- 12.2. Except as otherwise expressly set forth in the Agreement, the Materials and the Mockingbird Family Model are provided to Contractor “as-is.”

13. **INDEMNIFICATION AND MUTUAL DEFENSE**

- 13.1. Each of the Parties shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance hereof, and if either Party becomes liable to any third party for any loss or damages as a result of the acts or omissions of its officers, agents or employees, it shall pay such loss or damages without contribution of the other Party. Each Party hereto agrees to hold harmless, indemnify, and defend (at the request of the other Party) the other Party, its officers, agents, and employees (the “Indemnified Party”) from any and all costs, including attorney fees and court costs, expenses, claims, suits, losses, damages and any other liability for bodily or personal injury to or death of any person or loss of any property resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of the respective Party, its officers, agents, or employees, in performing or failing to perform any work, services, or functions provided for or referred to or in any way connected with any work, services, or functions under this Agreement (collectively, “Third-Party Claims”). In addition, either Party agrees to indemnify the other Party for Federal, State of California and/or local audit exceptions resulting from noncompliance herein on the part of the indemnifying Party.
- 13.2. Notice: If a Third-Party Claim is made against a Party, that Party will promptly notify the other Party of such claims.
- 13.3. Procedure: If a Third-Party Claim is made against an Indemnified Party, then the Indemnified Party will have the right, but not the obligation, to conduct and control, through counsel of its choosing and at the indemnifying Party’s cost, to defend such Third-Party Claims. In the event the Indemnified Party chooses to do so, the indemnifying Party will provide all reasonable assistance to the Indemnified Party to defend such claim, at the indemnifying Party’s cost, including providing reasonable access to and allowing copies to be taken of any materials, records or documents as the Indemnified Party may require, and access to staff and other personnel including for the purposes of taking witness statements.
- 13.4. Indemnifying Party’s Right to Defend Itself: If the Indemnified Party elects not to control or conduct the defense or prosecution of a Third-Party Claim, the indemnifying Party will conduct and control, through counsel of its choosing and at its own cost, the Third-Party Claim. The indemnifying Party may not compromise or settle any Third-Party Claim without the written consent of the Indemnified Party (such consent not to be unreasonably withheld).

14. **GENERAL TERMS**

- 14.1. Choice of Law and Venue: This Agreement and all related documents, including all Exhibits, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of California, United States of America. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder will be instituted exclusively in federal court of the United States is the Western District of Washington, or the courts of the State of Washington in each case located in the city of Seattle in King County. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens.
- 14.2. Construction: Headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement. Any list of examples following “including,” “such as” or “e.g.,” is illustrative and not exhaustive, unless qualified by terms like “only” or “solely.” Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular. All references to Sections, terms, and Exhibits are to the Sections, terms and Exhibits of this Agreement unless expressly indicated otherwise.
- 14.3. Assignment: Neither Party may assign its rights or delegate its obligations under this Agreement, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party. Any attempted assignment or delegation by any Party without the other Party’s prior written consent will be void.
- 14.4. Waiver and Modification: Failure by a Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the Parties.
- 14.5. Entire Agreement: This Agreement, including all Exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding that subject matter. The service agreement effective May 26, 2020 between the Parties remains in effect.

- 14.6. No Partnership: Each Party's relationship to the other Party in the performance of this Agreement is that of an independent contractor for all purposes, and no Party shall represent itself as having authority to represent the other Party in any manner whatsoever. In no event shall either Party or its agents, representatives, or employees be deemed to be agents, representatives, or employees of the other Party in connection with this Agreement, and nothing contained in this Agreement, will be deemed to: (i) make any Party (or any of such Party's employees, agents or representatives) an employee, agent or representative of any other Party for any purpose whatsoever, (ii) create any partnership or joint venture between or among the Parties, (iii) confer on any Party any expressed or implied right, power or authority to enter into any contract, express or implied, or to incur or assume any obligation or liability, on behalf of any other Party, or (iv) require any Party to take any action which is contrary to any contract to which it is already bound, or to any regulatory or other applicable legal requirement or standard.
- 14.7. No Third-Party Beneficiaries: No term or condition of this Agreement is enforceable by a person who is not a Party to this Agreement.
- 14.8. Compliance with Laws and Regulations: Each Party will observe and abide by all laws, regulations and by laws as may apply in relation to the matters contemplated by this Agreement. Neither Party will do anything or omit to do anything that will cause the other Party to be in breach of any applicable laws or regulations that have been notified by the other Party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Commencement Date.

CONTRACTOR

County of Fresno
By: [Signature]
Name: Steve Brandau
Title: Chairman of the Board of Supervisors of the County of Fresno
Date: 4/13/2021

The Mockingbird Society
By: [Signature]
Name: Ann M Blackledge
Title: Executive Director
Date: 8/31/21

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: [Signature]
Deputy

FOR ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000
ORG No.: 56107001
Account No.: 5800/0

EXHIBITS FOLLOW

TABLE OF EXHIBITS

EXHIBIT A – Statement of Work

EXHIBIT B – Table of Deliverables and Cost

EXHIBIT A

The Mockingbird Family Model STATEMENT OF WORK

BILINGUAL HUB HOME PROVIDER PROGRAM

ORGANIZATION OF STATEMENT OF WORK

Intent of Services
Overview of Statement of Work
Contractor Responsibilities

1. Intent of Services

The intent of the services to be provided by Contractor is to provide consultation and technical assistance to TMS for the replication and implementation of the Mockingbird Family Model in order to improve on the delivery of foster care and to promote foster care provider retention and improved outcomes for children and youth in foster care by expanding the program to include bilingual hub homes.

2. Overview of Statement of Work

This Statement of Work includes services to specifically address the following requirements, and to comply with the agreements as set forth by The Mockingbird Society and Fresno County Department of Social Services.

- a. Contractor will collaborate with TMS to develop a plan for replicating and carrying out the implementation of the Mockingbird Family Model in Fresno County.
- b. Contractor will work collaboratively with TMS and its agents to orient team members to deliver foster care support to foster care givers, children and youth through the Mockingbird Family Model framework.
- c. Contractor will provide consultation and technical assistance to TMS and its agents for the purpose of developing two MFM Bilingual Constellations in Fresno County through The Mockingbird Family Model framework. Contractor will translate Mockingbird documents, as needed, for the sole purpose of implementing and supporting local bilingual constellations.

3. Contractor Responsibilities

Contractor is responsible for the following:

- Leads customization of the Host Agency umbrella MOCKINGBIRD FAMILY™ Implementation Protocol for local implementation
- Identifies who should participate on the Implementation Planning Team

- Invites participants to team meetings
- Appoints the Agency Project Manager & MOCKINGBIRD FAMILY™ Liaison
- Convenes and hosts periodic planning meetings
- Facilitates the planning meetings
- Guides a dialogue through the sections of the umbrella Host Agency MOCKINGBIRD FAMILY™ Implementation Protocol
- Ensures any proposed modifications to the umbrella Host Agency MOCKINGBIRD FAMILY™ Implementation Protocol are noted and elevated to management for approval
- Ensures any modifications to the umbrella Host Agency Implementation Protocol meet MOCKINGBIRD FAMILY™ fidelity standards
- Thoroughly understands the key features, principles and fidelity requirements of MOCKINGBIRD FAMILY™
- Attends planning meetings and caregiver recruitment events
- Provides ongoing interface and communications between Hub Home candidates, caregivers, caregiver recruitment staff, etc. during the planning process
- Actively participates in the identification of caregiver candidates for the Hub and Satellite Home roles
- Ensures caregivers are licensed and in good standing
- Provides information to newly licensed caregivers about the support resources available through participation in MOCKINGBIRD FAMILY™ when applicable and appropriate.
- Ensures the agency's Implementation Protocol, especially those sections specific to the placement of children and youth into the Constellation, is achievable
- Ensures agency's Implementation Protocol sections in regard to social workers are achievable
- Ensures social workers are briefed on the features of MOCKINGBIRD FAMILY™, especially when and how it is appropriate to access support resources following Constellation launch

- Ensures social workers understand the collaborative decision-making (placement, placement changes, biological and sibling visits, etc.) required for children placed in a Constellation
- Contractor will provide document/material translation services as needed to support successful implementation of the Project
- Contractor will reimburse each Hub Home Provider for expenses in accordance with the agreement between each Hub Home Provider and Contractor

EXHIBIT B

TABLE OF DELIVERABLES AND COST

Mockingbird Family Model Bilingual Hub Home Program

2021 Deliverables	2021 Budget
Contractor shall submit invoices to TMS for reimbursement of fees paid by Contractor to each Hub Home Provider. Invoices shall be submitted on a monthly basis. Invoiced expenses include reimbursement for translation services and shall not exceed \$2,645.83 per hub home per month.	<ul style="list-style-type: none">Maximum annual compensation: \$63,500 (\$31,750 per hub home)
Estimated Total	\$63,500

2022 Deliverables	2022 Budget
Contractor shall submit invoices to TMS for reimbursement of fees paid by Contractor to each Hub Home Provider. Invoices shall be submitted on a monthly basis. Invoiced expenses include reimbursement for translation services and shall not exceed \$2,645.83 per hub home per month.	<ul style="list-style-type: none">Maximum annual compensation: \$63,500 (\$31,750 per hub home)
Estimated Total	\$63,500

Maximum cumulative compensation: \$127,000