



JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER  
2121 KAEN ROAD | OREGON CITY, OR 97045

April 15, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with Portland State University for  
Reclaiming Futures License**

<b>Purpose/ Outcomes</b>	Reclaiming Futures is a national organization that focuses on helping communities, youth-serving organizations, juvenile justice agencies, and community partners effectively address and serve youth who have substance abuse and/or behavioral health issues, and their families. This 26-month license provides the Clackamas County Juvenile Department, and Clackamas County youth-serving partner agencies/organizations access to Portland State University’s “Reclaiming Futures Model” content, suite of screening instruments, toolkits, training, collaborative support, technical assistance, and consultation for the planning, implementation, and sustainability of the model in Clackamas County. The initial phase of work will include Clackamas County’s participation in a one-year demonstration project designed to field-test an innovative solution to the screening and referral requirements of Oregon’s recently enacted Measure 110.
<b>Dollar Amount and Fiscal Impact</b>	\$180,000 license cost, with \$140,000 from Clackamas County Juvenile Department (currently budgeted in the Juvenile Department’s FY20-21 approved budget but delayed in expending due to COVID-19), and \$40,000 of one-time-only external grant match to be paid with grant funds to Portland State University for accomplishing the work required by this IGA.
<b>Funding Source</b>	\$140,000 from County General Funds <b>and</b> \$40,000 one-time-only external grant match through Portland State University
<b>Duration</b>	Effective May 1, 2021 and terminates on June 30, 2023
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. The purpose of the Assessment Program is to provide assessment services to youth referred to the Department so they can be matched with the appropriate level of monitoring and services.

	<p>2. The purpose of the Evaluation and Treatment Services Program is to provide targeted evaluation services, treatment referrals and skills groups' referrals, and individualized case planning services to youth referred to the Department so they can successfully complete individualized case plan goals that promote positive change.</p> <p>3. Ensure safe, healthy, and secure communities.</p>
<b>Counsel Review</b>	JM- March 31, 2021
<b>Procurement Review</b>	Did this purchase go through the Procurement Division: N/A
<b>Contact Person</b>	Ed Jones, Administrative Services Manager – Juvenile Department 971-806-7862
<b>Contract No.</b>	

**BACKGROUND:**

Portland State University's Reclaiming Futures brings effective public health and treatment practices to the nation's juvenile justice and education systems. Reclaiming Futures is a national organization dedicated to improving behavioral health outcomes for youth and families, by working with local jurisdictions to implement developmentally appropriate and evidence-based treatment responses sustained by community supports. It works to change the culture of youth-serving systems around the common goal of achieving equity, justice, and better outcomes for youth and families. Reclaiming Futures was launched in 2001 with 10 sites, and now includes more than 40 jurisdictions across over 20 states. Its six-step model incorporates screening, brief intervention, assessment, service coordination, initiation of services, engagement, and community supports. The model's foundational elements are: acknowledgment of the need for work along a public health continuum from health promotion to intensive intervention; applying a critical lens on the intersection of justice and public health and the roles played by all the youth serving systems; focusing on addressing racial and ethnic disparities and bias toward LGBTQ+ youth; working across systems; being deliberate, practical, and data-driven; and recognition that the family and community need to be the center of this work.

The mission of the Clackamas County Juvenile Department is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community. Substance abuse is a significant risk factor for justice-involved youth. Comparing youth the Juvenile Department assessed with a Juvenile Crime Prevention Risk Assessment in 2018-2019 and those in 2019-2020 (from May to May and prior to the full impacts of Covid-19), we saw a 28% increase in the number of youth who were using substances beyond experimental use, and a 19% increase in youth who began their substance use prior to age 13. Implementing the Reclaiming Futures model will assist the Juvenile Department in achieving its mission, and support multi-system and collaborative work that will provide critical services to youth with substance abuse and/or behavioral health issues and their families. Additionally, Oregon recently passed Measure 110, which decriminalized many illegal drugs. The impacts from this change in the law are yet

unknown, and this is an expressed area of concern held by many public safety and youth-serving partners with regard to the well-being of youth in Clackamas County.

This IGA also includes participation in the demonstration project that will help Clackamas County develop a response to Measure 110.

Attached is a new Intergovernmental Agreement (IGA) for the Reclaiming Futures 26-month license with Portland State University.

**RECOMMENDATION:**

Staff recommends the Board approval of the IGA for the Reclaiming Futures license with Portland State University to implement and sustain the Reclaiming Futures model in Clackamas County.

Respectfully submitted,



Christina L. McMahan, Director  
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-919-1306

## INTERGOVERNMENTAL AGREEMENT BETWEEN PORTLAND STATE UNIVERSITY AND CLACKAMAS COUNTY

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and Portland State University (“University”), an institution of higher education in the State of Oregon, collectively referred to as the “Parties” and each a “Party.”

### RECITALS

By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government, other state agencies, or the United States of America for the performance of any or all functions and activities that the Parties to the Agreement, its officers, or agents have the authority to perform.

County has authority to enter to perform under this Agreement pursuant to ORS 190.110.

University is a Public University with Governing Board and authority to perform under this Agreement pursuant to ORS 352.087.

In consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### TERMS

1. **Term.** This Agreement shall be effective upon execution and shall expire twenty-six (26) months after execution. Additional years provided upon successful and complete payment of subsequent invoices.
2. **Scope of Work.** The Scope of Work is contained in Exhibit A attached hereto and incorporated by reference into this Agreement. As a condition of the license granted herein, University agrees to perform the work (“Work”) described in the Scope of Work in accordance with the terms and conditions of this Agreement, including the Scope of Work in Exhibit A.
3. **Consideration.** The County agrees to pay University, from available and authorized funds, a sum not to exceed one hundred forty thousand dollars (\$140,000.00) with an additional forty thousand dollars (\$40,000.00) external grant match to be paid with grant funds to University for accomplishing the Work required by this Agreement.
4. **Payment.** All payments are nonrefundable and noncreditable, and due and payable to University within 30 days from the date of the invoice. Should payment not be received from County within thirty (30) days after invoice, University, at its sole discretion, may end County’s access to Work and terminate this Agreement. All amounts payable to University under Agreement are payable in United States dollars. Payments shall be made to University following the County’s review and approval of invoices submitted by University. University shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
  - A. *University Representations and Warranties:* University expressly disclaims any and all warranties, whether express or implied, pertaining to the merchantability or fitness for a particular purpose of work or any subject matter otherwise provided to County under this Agreement.

- B. *County Representations and Warranties*: County represents and warrants to University that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

- A. Either the County or the University may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the University may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the University shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The University may terminate this Agreement in the event the University fails to receive expenditure authority sufficient to allow the University, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the University is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**7. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the University, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the University agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the University or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the University has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
  - A. Clackams County Juvenile Department Director [Christina McMahan], or their designee will act as liaison for the County.

**Contact Information:**

Name: Ed Jones, Administrative Services Manager – Juvenile Department  
Address: 2121 Kean Road, Oregon City, OR 97045  
Telephone: 974-806-7862  
Email: ejones@clackamas.us

The Director of Innovation & Intellectual Property or their designee will act as liaison for the University.

**Contact Information:**

Portland State University  
PO Box 751, Mailcode RGS  
Portland, OR 97207  
Telephone: 503-725-8454  
Email: iip@pdx.edu

10. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Parties shall permit authorized representatives from the other Party access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Intellectual Property and Grant of License.** University owns the right, title, and interest in and to the Intellectual Property, Work(s), and derivatives, as described in Exhibit A (the “Work” or “Works”), which were created in the course of research or scholarship at University.
- F. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement and Exhibit A constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- G. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- H. **No Third-Party Beneficiary.** University and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- I. **Assignment.** Neither Party may assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the other Party.
- J. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- K. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- L. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- M. **Confidentiality.** "Confidential Information" means information of any form or format disclosed by either Party pertaining to the Work and identified at the time of disclosure as not for public release, or if orally disclosed, reduced to written form and identified as not for public release within thirty (30) days of disclosure. Confidential Information does not include information which (i) Party can demonstrate was previously known, or (ii) has been independently developed by the Party by those without access to Confidential Information, or (iii) has been obtained by the Party from sources not breaching any obligation to the other Party; or (iv) which is or in the future becomes public knowledge other than through acts or omissions of the Party; or (v) is required to be disclosed by operation of law or the action of a court of competent jurisdiction.

Parties shall hold Confidential Information in confidence for five (5) years from date of disclosure, using safeguards at least comparable to those by which Party handles its own similar confidential information, but in any case not less than reasonable safeguards. Parties shall not disclose Confidential Information to any third party, including without limitation any patent or copyright office.

County acknowledges that University is subject to, and will treat appropriately marked Confidential Information as confidential to the extent permitted under the Oregon Public Records Law (ORS 192.410-192.505).

- N. **No Attorney Fees.** Each party shall be responsible for its own attorneys' fees and expenses.



**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

*Clackamas County*

*Portland State University*

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Travis Woodland, Director, Innovation  
& Intellectual Property

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit A

SCOPE OF WORK

*PSU Innovation & Intellectual Property*

**Instructions for accessing the Reclaiming Futures name and content**

“Reclaiming Futures” is a trademark held by Portland State University for the purposes of encouraging standards around programs of the same name at sites around the country. Furthermore, copyright content, as described in Schedule A, is associated with the Reclaiming Futures program. The licensing fees associated with the use of the name and content are used to support the Reclaiming Futures program and central support at Portland State University.

Access for partners to the Reclaiming Futures name and content is provided through this PSU Innovation & Intellectual Property License program. The license fee structure for our partners is identified in Schedule B of the attached non-exclusive license agreement.

To subscribe to Reclaiming Futures and gain access to the community:

- 1. Fill out registered business address on page 4 and administrative contact on page 6.**
- 2. Have the license signed on page 5 by an authorized representative.**
- 3. Scan and email the completed agreement to [iip@pdx.edu](mailto:iip@pdx.edu).**

PSU will then email a copy of the executed agreement to you with an invoice (if applicable). The invoice will include a license agreement number. Make check payable to: **Portland State University**, and please indicate the license number and invoice number on your check. Please mail the license fee to:

Director, IIP  
Research & Graduate Studies  
Portland State University  
PO Box 751- Mailcode RGS  
Portland, OR 97207-0751

Please contact our office if you have any questions about this process.

Innovation & Intellectual Property  
Phone: (503) 725-9859

## NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License “Agreement” is between the signatory of this Agreement, hereafter referred to as “Licensee”, and Portland State University, an institution of higher education in the State of Oregon, located in Portland, Oregon, hereafter referred to as “University”. The parties agree as follows:

### **Background**

University desires to have organizations join the Reclaiming Futures family of partners, to fulfill the mission of the program and serve their communities, and to allow use of the Trademark and access to the Work(s) under certain terms and conditions.

Partner is an organization involved in providing Services, and desires to accept a license to use the mark “Reclaiming Futures” and to have access to Work(s) in connection with Services.

Partner recognizes the value of the goodwill associated with the Reclaiming Futures trademark and the need for adherence by Partner to the Quality Control Standards outlined in this Agreement.

### **Ownership**

University owns the right, title, and interest in and to the Trademark “Reclaiming Futures” and copyright Work(s), as described in Schedule A (the “Work” or “Works”), which were created in the course of research or scholarship at University.

University desires such Work(s) to be utilized for the public benefit to the fullest extent possible. As such, University is willing to grant a Non-Exclusive License to Licensee subject to the terms and conditions set forth in this Agreement.

### **Definitions**

“Administrative Contact” means an individual authorized by Licensee to receive access to the Work(s) and notices from University, as defined in the signature block of this Agreement.

“Agreement” means this Non-Exclusive License Agreement, with attached Schedules.

“Effective Date” shall be the last signed date of this Agreement.

“Field of Use” shall have the meaning outlined in Schedule B.

“License Fee(s)” shall mean the amount due from Licensee for the permissions provided by this Agreement, as set forth on Schedule B, as updated from time to time by the parties.

“Quality Control Standards” means the standards listed in Schedule C.

“Services” means providing information and professional coaching in the field of treatment of adolescent substance abuse and mental health issues.

“Trademark” means the registered trademarks Reclaiming Futures

“Works” shall have the meaning described in Schedule A provided by University to Licensee under this agreement.

**Trademark**

Beginning on the Effective Date, and subject to and conditioned upon Partner’s performance and satisfaction of the conditions set forth in this Agreement, specifically the Quality Control Standards, University hereby grants to Partner a non-exclusive, non-transferable right and license to use, reproduce, and distribute the Trademark during the Term and within the Territory solely in connection with Services.

Partner shall have the right to use and otherwise exploit in all respects the Trademarks in connection with the Services including, without limitation, the advertisement and promotion thereof, conditioned however on any such use, advertisement or promotion complying with this Agreement and all applicable local, state and federal laws.

**Works Grant**

Beginning on the Effective Date, and subject to and conditioned upon Licensee’s performance and satisfaction of the conditions set forth in this Agreement, such as standards and obligations set forth in Schedule B, University hereby grants to Licensee, and Licensee accepts, a limited, non-transferable, non-exclusive license for internal purposes to copy, display, perform, and distribute Works in the Field of Use.

Licensee may also make derivatives of the Works to the extent necessary to add Licensee’s own brand or mark to the Works prior to internal distribution. Other derivative works may not be made without express permission by University.

Licensee acquires no proprietary interest in Work. Licensee shall not remove or obscure rights management markings, such as copyright and trademark notices, from Works or materials from Works.

Licensee shall not sublicense, sell, lend, rent, lease, or otherwise transfer all or any of Works or rights granted herein.

**Quality Control**

University shall have the right to exercise quality control over Licensee's use of the Trademarks to a degree reasonably necessary to maintain the validity of the Trademarks and to protect the goodwill associated therewith. Partner recognizes and approves the quality of Licensor's goods and services heretofore provided by University under the Trademarks in the Territory.

Partner shall use the Trademarks only in a manner and form: (i) designed to maintain the high quality of the Trademarks; (ii) consistent with the use of the Trademarks by University and general industry standards; (iii) that protects University's ownership interest therein; (iv) that complies with all applicable federal, state, local and foreign laws, rules and regulations; and (v) that conform to the Licensor's Quality Control Standards as outlined in Schedule C.

University may modify the Quality Control Standards from time to time at University's sole discretion.

At the request of University (which shall for the removal of doubt be under no obligation to make any such requests), Partner shall (at no cost to University) furnish to University such samples or other evidence or documentation as may reasonably be required by the University in order for University to verify compliance with Quality Control Standards of any materials evidencing or related to the manner and context of the use and display (or proposed use and display) of any of the Trademarks in connection with the Services including, without limitation, on communications, packaging, hang-tags, advertising, promotional literature, press releases, labels or other printed matters, or media. Such samples shall be delivered to University within 15 business days of receipt of such request.

**Communications**

University may provide certain instruction to Licensee in regard to the interpretation and presentation of the Works, in order to enable Licensee's optimal use of the Work.

Notices to Licensee shall be sent to the registered business address.

**Confidentiality**

"Proprietary Information" means information of any form or format disclosed by University to Licensee pertaining to the Work and identified by University at the time of disclosure as not for public release, or if orally disclosed, reduced to written form and identified by University as not for public release within thirty (30) days of disclosure. Proprietary Information does not include information which (i) Licensee can demonstrate was previously known to Licensee, or (ii) has been independently developed by Licensee by those without access to Proprietary Information, or (iii) has been obtained by Licensee from sources not breaching any obligation to University; or (iv) which is or in the future becomes public knowledge other than through acts or omissions of Licensee; or (v) is required to be disclosed by operation of law or the action of a court of competent jurisdiction.

Licensee shall hold Proprietary Information in confidence for 5 years from date of disclosure, using safeguards at least comparable to those by which Licensee handles its own similar proprietary information, but in any case not less than reasonable safeguards. Licensee shall not disclose Proprietary Information to any third party, including without limitation any patent or copyright office.

**Payment**

Licensee shall pay to University License Fees as set forth on Schedule B, due within 30 days after the invoice. Should payment not be received from Licensee within thirty (30) days after invoice, University, at its sole discretion, may end Licensee's access to Work and terminate this Agreement.

**Term**

Agreement shall expire as set forth on Schedule B.

An extension of the term of this Agreement between Licensee and University shall execute upon payment of additional fees to be agreed on between parties. Both the additional term and the fees shall be stated on an invoice to be issued for the additional term. Such invoices, when paid, shall act as amendments to Schedule B.

**Notices**

All notices to University regarding this license agreement and payment hereunder shall be sent by U.S. mail or email per the following:

Portland State University  
PO Box 751, Mailcode RGS  
Portland, OR 97207  
Attention: Director, Innovation & Intellectual Property  
Telephone: 503.725.8454  
Email: [iip@pdx.edu](mailto:iip@pdx.edu)

All notices to Licensee shall be sent by U.S. mail or email to the registered business address per the following:

Clackamas County Juvenile Department  
2121 Kaen Road  
Oregon City, OR 97045  
[ejones@clackamas.us](mailto:ejones@clackamas.us)

**Termination**

Licensee may terminate this Agreement at any time upon thirty (30) days written notice to University.

University may terminate this Agreement upon notice if Licensee is in breach of this Agreement and fails within thirty (30) days of a written demand for performance to cure such breach. After notice period elapses, access to Works will be immediately terminated.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

Termination of this Agreement shall terminate all rights and permissions granted to Licensee relating to Work. The obligation to pay any required License Fee due within sixty (60) days of the date of termination survives termination of this Agreement.

**Disclaimers**

The Works have been developed as part of research or scholarship conducted at Portland State University. The Works are experimental in nature and is made available "AS IS," without obligation by University to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Work is with Licensee.

UNIVERSITY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF WORK OR ANY SUBJECT MATTER OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT.

The Works may contain links to third-party websites that are not owned or controlled by University. University has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, University will not and cannot censor or edit the content of any third-party site. By using the Works, Licensee expressly agrees that University has no liability arising from Licensee's use of any third-party website.

**General**

Licensee may not assign any of its rights under this Agreement. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party. In the event that any provision hereof is found to be invalid or unenforceable pursuant to a final judgment or decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto. Except as specified herein, neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto. Licensee and University are the only parties to this Agreement and are the only parties entitled to enforce its terms; nothing in this Agreement gives or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to any third persons. Licensee agrees not to use the name of University or any of its employees, in any advertisement or sales promotion relating to any Work without prior written approval by University. This document represents the entire Agreement between the parties as to the matters set forth and integrates all prior discussions or understandings between them. This Agreement may only be modified or amended in writing by a document signed by an authorized representative of University and Licensee.

**Administrative Contact: (if different than signatory)**

Ed Jones-Clackamas County Administrative Services Manager

[ejones@clackamas.us](mailto:ejones@clackamas.us)

971-806-786

**NON-EXCLUSIVE LICENSE AGREEMENT**  
**Schedule A**  
**Work(s)**

Work(s) as used in this Agreement mean:

**Reclaiming Futures Trademark & Toolkit**

The Reclaiming Futures toolkit is designed to enhance the understanding of adolescent substance abuse, co-occurring disorders, juvenile justice, and family and community engagement and provides communities detail on implementing the Reclaiming Futures model to help adolescents break the cycle of drugs, alcohol, and crime. Sites can work through the curriculum as a team and will complete team exercises to reinforce the material after each module. Each module contains additional resources for further study. Sites should have at least five people (fellows) accessing the material, though they are encouraged to provide access for up to 30 people at the local site.

**SBIRT – Juvenile Justice (JJ)**

Reclaiming Futures has designed an innovative screening and brief intervention approach for young people which is focused on identifying and responding to signs of substance use and behavioral and mental health difficulty. This screening and brief intervention approach falls under the general framework known in the field of substance use treatment and prevention as SBIRT or Screening, Brief Intervention and Referral to Treatment, but is a unique adaptation and a copyrighted intellectual property that was created for the field.

Reclaiming Futures SBIRT-JJ model is designed for use along the continuum of settings that comprise the juvenile justice system. There is significant flexibility in where the approach can be used including juvenile probation settings, and court diversion. The copyright Work is captured in the form of a user’s manual and in a training curriculum based on the manual that is used in the training and implementation of SBIRT-JJ.

**SBIRT – School-Based (SB)**

A version of SBIRT designed for use along the continuum of settings that comprise school-based systems and is youth specific. The copyright Work is captured in the form of a user’s manual and in a training curriculum based on the manual that we use in the training and implementation of SBIRT-SB. It is a developmentally appropriate model and intervention originally developed for young people who have disciplinary problems at school such as truancy, and/or school-based system involvement.

The SBIRT-SB adaptation includes increased flexibility in session frequency, from one session to a maximum of five to accommodate class schedules, with optional parent/guardian sessions. The SBIRT-SB interventionist uses a structured decision-making approach to determine what is most feasible and appropriate for each youth. SBIRT-SB is designed to be highly engaging and “youth-centered” for use in potentially charged and stigmatized settings (e.g., school discipline). While SBIRT traditionally focuses specifically on substance use, Reclaiming Futures version provides opportunities for the SBIRT interventionist to focus on risk behaviors associated with the youth’s mental health in addition to substance use.

SBIRT-SB includes the following components:



- Screening: Screening with one of two possible screening tools that we endorse as effective companions to our SBIRT-SB model: The GAIN Short Screener, and in particular a version created by Reclaiming Futures with a strength-based dimension and a unique reporting function known as a Personal Feedback Report, or the CheckYourself Screening tool created by Seattle Children Hospital Center for Child Health, Behavior Development.
- Brief Intervention: Is a manualized approach based on Motivational Interviewing principles used to deliver two youth-only sessions, one individual caregiver session, and one youth and caregiver joint session.

Referral To: Most youth will not need specialty treatment. As such, the Referral To may also include referrals to assessment and/or other services and supports (e.g., mentoring; educational).

### **Family SBIRT**

Family SBIRT is an innovative screening brief intervention and case planning model for young people and their families who are involved or at-risk for involvement in the juvenile justice system. Family SBIRT is an evidence-based approach to identifying, preventing, and reducing risky or unhealthy behaviors in children and adolescents by collaboratively creating a family-focused intervention plan. It is not a therapeutic intervention. Rather, the goal of Family SBIRT is to identify the strengths, challenges, and needs of children and families in order to help empower and connect them to resources to begin working toward meaningful, sustainable behavior change.

### **Here to Help**

A Self-guided, interactive tool – delivered to respondents remotely - that helps the respondent identify and prioritize needs, difficulties and assets, and then to receive immediate, customized tips, affirmation, information and resources in their community.

The tool is meant to be holistic and to focus on a broad range of areas of functioning. Areas of focus include general health (including health issues associated with COVID-19 like loss of a loved one and access to health services, mental health and coping with stress, social connectedness, substance use, food and safety, and financial issues.

The tool is intended to be customized for local use based on existing local resources, support services, treatment agencies etc. Respondents have the option to request to speak to a practitioner (counselor, navigator, case manager and to link directly via video interface when appropriate. Respondents can also choose to remain anonymous.

The Here to Help tool may serve as the first step in a Screening Brief Intervention and Referral sequence referred to above. The tool produces aggregate data reports that can be useful for both individual triage and service planning as well policy changes at the agency and jurisdictional level.

### **My Kid's Voice**

A self-guided, interactive tool designed for parents and children aged 5-12 designed to support a child's well-being. The tool is delivered to respondents remotely and can be completed on a

tablet, phone or computer. The tool is designed to help parents identify and prioritize needs and difficulties their young child may be experiencing by them answer questions about their child within the tool, and then having their child fill out a brief section themselves. The tool may serve as the first step in a Screening Brief Intervention and Referral sequence for families, referred to as SBIRT or Family SBIRT.

The tool delivers three types of resources – immediate tips for how parents can respond to their child’s concerns with feedback and support, links to resources that can help them talk to and support their child around a range of topics, and a list of locally customized community-based resources like behavioral health counseling, youth and family support programs, and food and financial assistance.

Respondents have the option to request to speak to a practitioner eg., a school counselor, navigator, case manager or other support person determined by the licensee. The tool can give the respondent the option to remain anonymous unless they request to speak to a support person.

Individual or aggregate data reports can be produced that can be useful for both individual triage and service planning, as well as policy changes at the agency and jurisdictional level.

### **Behavioral Health RED**

A training and technical assistance framework aimed at helping local juvenile justice jurisdictions reduce racial and ethnic disparities at key behavioral health decision points.

The goal of the framework is to help jurisdictions and, in particular, treatment diversion programs like juvenile drug treatment courts, to deconstruct and measure the ways that the behavioral health decision points in juvenile justice are vulnerable to racial and ethnic biases.

The approach will begin with the way a site establishes norms and progresses through the continuum of decision steps involved in the process that leads a young person into and out of treatment - or a treatment focused alternative to incarceration - after first coming to the attention of the justice system.

The approach includes:

- An examination of norms to the practice of population screening and the use of screening tools.
- The way that treatment need and program eligibility are determined through assessment and diagnostics.
- How to define and respond to treatment engagement ("compliance"), progress and completion.
- Each of these decision steps is highly subjective and can be the source of racial bias in settings like juvenile treatment court where we know that kids of color are not succeeding.

The training and technical assistance approach helps sites realize the need to examine and measure the disproportional impact that these decision points can generate and offers a strategy to track this and take corrective action.

### **Restorative Practices Integrated Model**

The Restorative Practices Integrated Model builds an integrated practice model for middle and high schools that blends whole school public health approaches like universal Screening, Brief Intervention and Referral To Services (SBIRT), community engagement strategies and whole school restorative approaches. Two domains that operate within the school environment - the community health and wellness practices on the one hand, and the school climate and discipline policies and practices on the other hand, are very closely intertwined in terms of the key drivers of youth wellness outcomes, but are often not well aligned from a policy and practice standpoint. For example, schools who recognize the need for school discipline reform and trauma-informed interventions at the level of school climate, don't typically articulate how those kinds of reforms might impact or be supported by the schools' parallel efforts to understand and meet the behavioral health and substance use treatment needs of its student body. The SB-SBIRT & Restorative Practices Integrated Model helps schools transform discipline practices and improve school climate around indicators of diversity, equity and inclusion, as well as build community cohesiveness and reduce stigma around receiving support for mental health and substance use issues.

### **Reclaiming Futures planning, implementation and sustainability support**

In addition to the training and support associated with the implementation of the individual license elements outlined above, this license includes robust collaborative support from the Reclaiming Future's national office, faculty and consultants over the 26 months covered by the agreement. The focus of that support is to insure that the tools and program models described above are successfully integrated into a larger multi-system strategic plan developed by the Clackamas County Juvenile Department and associated stakeholders with the guidance of Reclaiming Futures and that a plan is in place to monitor and measure desired impacts and that a sustainability plan is in place. To that end the following implementation support elements are included with this licensing agreement:

- The assembly of a Reclaiming Futures Faculty Coaching Team led by Executive Director Evan Elkin, who will lead a 2 day site visit in each 13 month period of the 26 month agreement.
- The Coaching Team will remain available for consultation and support on a regular basis throughout the 26 months.
- The Coaching Team will be supplemented as needed by national content area experts to provide additional inputs and support as needed during implementation – for example to make a brief presentation to the Clackamas team on a topic of concern, to consult on a particular performance measurement challenge, etc.
- During the initial site visit Reclaiming Futures will lead the Clackamas team in a comprehensive strategic planning process that will form the basis of our work for the 26 month period. Reclaiming Futures will lead the Clackamas team in periodic reviews and revisions to the strategic plan and during the two site visit-over 26 months, we will lead a robust annual review of the plan.

- As this agreement includes a license to the Reclaiming Futures SBIRT models, the initial phase of our work together will involve participating in a multi-county pilot of a new SBIRT-based program to satisfy the requirements of Oregon Ballot Measure 110.
- Reclaiming Futures Executive Director will serve as the main point of contact with the Clackamas team and will at a minimum be available for monthly calls with Clackamas Juvenile Department Leadership.

**Only Work(s) and materials developed by University are covered by this Agreement.**

**NON-EXCLUSIVE LICENSE AGREEMENT**  
**Schedule B**  
**License Fee, Term, and Field of Use**

**License Fee and Payment Schedule:**

Licensee will pay University a license fee of \$180,000 for the license term of twenty-six (26) months and set to expire twenty-six (26) months after the Effective Date. \$40,000 of the license fee to be paid with grant funds to University.

Additional years provided at an annual license renewal fee of \$7,000, or then-current pricing solely for licensing of the Works listed in Schedule A, and upon successful and complete payment of subsequent invoices. Continued active involvement or implementation by University/Reclaiming Futures may be subject to additional costs negotiated and invoiced at renewal.

- (a) All payments are nonrefundable and noncreditable, and due and payable to University within 30 days from the date of the invoice.
- (b) All amounts payable to University under Agreement are payable in United States dollars.

**Field of Use:**

The field of use for the elements described above will include a broad range of settings within the various youth serving systems within Clackamas county including the Juvenile Department, school system, and community based organizations partnering with the Juvenile Department and school system.

**NON-EXCLUSIVE LICENSE AGREEMENT**  
**Schedule C**  
**Quality Control Standards**

Partner agrees not to use any of the Trademarks or Work(s) on or in connection with any products or services that are or could be deemed to be obscene, or pornographic, or that could be viewed as disparaging to University and Reclaiming Futures.

Furthermore, Partner agrees not to use the Work(s) without appropriate training from University or approved by University.