

Washington Assessment of the Risks and Needs of Students (WARNS)

USER AGREEMENT

Organization: Bellingham School District #501

Address: 1306 Dupont Street

City: Bellingham State: WA ZIP: 98225

Purpose of use and population of youth:

We will use WARNS as required by state law, to assess the risks and needs of students with attendance issues.

Approximate # of surveys: 100 Time period of administration(s): 2016-17 School Year

Administration method: ☒ **WARNS ONLINE** (choose option below): ☒ **PAPER**

- ☒ Ask the sensitive questions and have the answers appear on the WARNS Report
☐ Ask the sensitive questions, but do not have the answers appear on the WARNS report
☐ Do not ask the sensitive questions
☐ Needs only version
☐ Anonymous administration (Site Report only; no individual WARNS Reports)

Primary administrator of the WARNS:

Name: Steve Morse Job title: DT&L Student Services

Email: Nancy.schubeck@bellingshamschools.org Phone: 360/676-6400 X2787

Other administrators of the WARNS (not necessary if anonymous administration):

Name: Please see attached Job title: _____

Name: _____ Job title: _____

Name: _____ Job title: _____

Name: _____ Job title: _____

(leave blank)
**ADMINISTRATOR
CODES:**

ONLINE (leave blank)

Respondent (Login) IDs: _____ through _____

Login Password: _____

Report Password: _____

PAPER (leave blank)

Site Code: _____

Definitions

"Administer": To read the answers given, discuss the answers with the Respondent, and interpret the results of the WARNS survey. To ensure all records are stored, retained, and destroyed in accordance with this Agreement and applicable laws.

"Assessment": A series of questions designed to assist schools or courts in determining the risks and needs of the person or group of persons responding to the questions.

"Confidential Information": Any combination of information that identifies and describes an individual, including Respondent's name in conjunction with Social Security number, protected health information, protected school information, and financial account information.

"Content": All questions, responses, instructions, notes, reports, and other information contained in both hard copy and online version(s) of the WARNS, the WARNS Report, and in the WARNS User Manual.

"Data": The responses of the User and Respondent.

"Private Information": Any information provided for the WARNS that is in relation to a Respondent's private or family life, specifically answers to those questions described in the WARNS User Manual as "sensitive."

"Respondent": The youth who takes the WARNS survey.

"Sensitive Questions": Those questions identified in the WARNS User Guide as "sensitive questions."

"User": The entity responsible for administering the WARNS survey to the Respondent.

"WARNS": Acronym for Washington Assessment of the Risks and Needs of Students.

"WARNS Administrator": A psychiatrist, psychologist, psychiatric advanced registered nurse practitioner, psychiatric nurse, a social worker, a school counselor with an Educational Staff Associate certificate, a person who has at least a Bachelor's Degree in a relevant field and has worked with at-risk youth more than five years, or a person designated by a court to perform risk assessments of youths who are in the court system.

"Youth": A person who has reached his or her 12th birthday, but is younger than 19 years of age.

Warranties to AOC

a. By accepting the terms of this Agreement, User warrants that it possess the legal authority to enter into this Agreement.

Permitted Use

User agrees that the best interest of the Respondent will take precedent at all times during the administration of WARNS and its subsequent interpretation. If the assessment is given to a group of students where the results are anonymous and not linked to a student, any teacher employed by the school district may distribute and collect the assessment. WARNS may only be administered and interpreted by a WARNS Administrator. WARNS will only be used as an assessment tool. If used by a school or other educational entity, WARNS may only be used to assess the educational, emotional, and social needs of the Respondent.

Prohibited Use

WARNS may not be used when considering or determining any punitive sanctions and may not be used for any other purpose except to assist the User with assessing a Respondent's, or a group of

Respondents', needs and risks, without the signed consent of the Washington State Court Administrator or the Court Administrator's designee. WARNS will not be used as a mental illness diagnostic tool nor will it be used as the sole source of information for determining intervention or treatment. WARNS shall not be used for classroom assignment or to place Respondent with a population of Respondents with similar results or scores.

Consent Agreement

The decision to take the WARNS assessment is voluntary, unless screening or assessment is included as part of a valid court order. When not ordered by the court, there must be written documentation signed by the Respondent and the guardian that demonstrates the Respondent and the guardian are aware that the decision to take the WARNS is voluntary and optional.

A generic blanket consent form, signed by the student's legal guardian, may be evidence of parental consent only when WARNS is given to a large group of students where the results are anonymous and cannot be linked to a specific Respondent. The User must verify the blanket consent form has been signed by the Respondent and guardian prior to having the student take the WARNS, and the blanket consent form must have language that either specifically permits the taking of the WARNS or states that the parent or guardian consents to the child taking risk and needs assessments distributed by the school district.

If the WARNS is given to an identified Respondent, the User will ensure that the Respondent and Respondent's legal guardians are aware that taking the WARNS is voluntary by using the attached consent forms. No changes will be made to the forms without prior approval from the Administrative Office of the Courts (AOC) Contracts Manager. User agrees that the Respondent and the Respondent's parent or legal guardian shall review and sign the consent form prior to Respondent taking the WARNS assessment. A copy of the signed consent form shall remain either with the assessment results if results are retained or with other Respondent records. If either the Respondent or the Respondent's legal guardian refuses to sign the consent form, the WARNS will not be given to Respondent. Respondent may refuse to answer any question on the WARNS and any decision not to answer a question will be respected by the User. Respondent shall not be pressured in any manner to answer the WARNS questions. No Respondent will be rewarded in any manner for taking the WARNS nor shall any Respondent be penalized in any manner for either refusing to take the WARNS or for refusing to answer some of the questions.

Confidentiality

User agrees to hold in confidence information received from Respondent. All content will be considered confidential. User recognizes the disclosure of confidential or private information may give rise to irreparable injury to Respondent and AOC, inadequately compensable in damages and that, accordingly, consents to AOC or Respondent obtaining injunctive relief as well as any other legal remedies which may be available. User understands that a breach of confidentiality may be grounds for immediate removal from use of WARNS and termination of this User Agreement.

Required Reporting of Physical and Sexual Abuse

User has reviewed and understands the laws surrounding the reporting of sexual or physical abuse to law enforcement. User will comply with any and all these rules, requirements, and laws and will report to law enforcement any suspected abuse based on a Respondent's answers.

Indemnification

User agrees to defend, indemnify, and hold harmless the AOC, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of, or by reason of, any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the information or data obtained under this Agreement.

Ownership

All data is co-owned by the User and the AOC. AOC reserves the right to use the data for any and all research purposes without consent from the User. No reports, publications, materials, etc., produced by the AOC will contain identifying information of WARNS Respondents without the signed consent of the Respondent. Users may request a data file from the AOC with all the information supplied by the Users and Respondents, with the exception of answers to the Sensitive Questions. Under no circumstances will any private information be released by the AOC unless required by law or court order.

General Terms and Conditions

- a. **Conflict of Authority** - If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to statute or rule of law.
- b. **Governing Law** - This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.
- c. **Records Maintenance** - User agrees to retain all books, records, documents, signed consent forms, and other materials relevant to this Agreement, including records of all Respondents who take the WARNS, for six years after termination of this Agreement and make them available at all reasonable times to inspection, review, or audit by personnel authorized by the AOC and other officials so authorized by law. The User further agrees that the AOC shall have the right, at any time, to monitor, audit, and/or review the activities and policies of the User in order to assure compliance with this Agreement.
- d. **Severability** - If any term, condition, or application of this Agreement is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- e. **Waiver/Modification** - Any failure of AOC to enforce any provision of this Agreement shall not constitute a waiver of any rights under such provision or any other provisions under this Agreement.
- f. **Assignment** - The User cannot assign or transfer this Agreement to any other entity or person.
- g. **Entire Agreement** - This Agreement sets forth the entire agreement between User and the AOC regarding WARNS and supersedes all previous discussions and agreements. Understanding, representations, or warranties not contained in this Agreement shall not be binding on either party.
- h. **Termination** - The provisions of this Agreement shall survive the termination of the use of WARNS.

Authority

The individual signing this Agreement on behalf of the User represents and warrants that he or she has the power and authority to bind the User, and that no further action, resolution, or approval from the User is necessary to enter into this Agreement.


Signature


Printed Name

Superintendent
Title

10/20/16
Date