

Clinical Affiliation Agreement
between
STATE UNIVERSITY OF NEW YORK
at
STONY BROOK, NEW YORK
in
THE SCHOOL OF SOCIAL WELFARE
and the
Albany County Department of Mental Health
175 Green Street
Albany, NY 12202

This Agreement, made this December 1, 2024 by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation under the laws of the State of New York, with its principal place of business located at the H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246, for and on behalf of the State University of New York at Stony Brook, School of Social Welfare, located at 101 Nicolls Road, Stony Brook, New York 11794 hereinafter referred to as “University” and Albany County Department of Mental Health, located at 175 Green Street Albany NY 12202, hereinafter referred to as “Agency”.

WITNESSETH:

WHEREAS, the University desires to have certain students receive clinical field work experience at the Agency, and

WHEREAS, the Agency is willing to accept said students from the University for such purposes and upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1. The University may send to the Agency students in designated numbers and at such times as shall be agreed upon by the parties. The specific period spent at the Agency will be consistent with the curriculum obligations for clinical field-work experience of students, as set out in the CASAC 12 Core Functions and Global Criteria attached hereto and made a part hereof as Attachment “A”. The University will notify the Agency of its planned schedule of student assignment to the Agency.
2. All training and clinical field-work experiences shall be the responsibility of the University faculty unless arrangements are made for the educational experience to be provided by Agency personnel. To assist the University in the education of the students, such arrangements, which will include rights and privileges granted to the Agency’s staff, are to be agreed to by the University, Director of the Agency, Director of Education and Training, and the Agency’s Discipline Coordinator. Any academic or clinical appointments shall automatically terminate upon termination of this Agreement.
3. The University, with the Agency’s approval, shall select students for clinical field-work experience and shall forward the names of the students to the Agency prior to each semester. At the Agency’s option, a pre-placement interview may be required.

4. The Agency shall make available appropriate field-work experiences (consistent with Agency schedules and patient's rights) enabling students to meet the objectives of the educational program. A copy of clinical course work is annexed hereto as Exhibit A.
5. All evaluations by students relating to the Agency staff and experiences at the Agency will be made available to the Director of the Agency, Director of Education and Training, and the Agency's Discipline Coordinator.
6. The University and Agency shall maintain on-going communication to correlate the academic and clinical field-work experience including reciprocal on-site visits and participation in faculty and staff meetings.
7. In case of a medical emergency during the clinical field-work experience, the Agency will provide appropriate available emergency care, or transportation to such care, to the students and faculty. With the exception of emergency care, the students and faculty will provide for their own medical care needs. All expenses are the responsibility of the student or faculty to whom the services are provided.
8. The students shall not be deemed employees of the Agency and the Agency shall pay no stipend or other consideration to students or faculty, nor shall the University or its students pay any consideration to the Agency with respect to this Agreement.
9. The University shall advise students of their responsibility to conduct themselves in accordance with the Agency's rules and regulations. The Agency will provide each student with a copy of all such rules and regulations and the students will be responsible for this information. The Agency reserves the right to withdraw at any time any student whose condition or conduct jeopardizes the well-being of the patients, employees or visitors of the Agency. Unless the Agency believes that immediate withdrawal is required for the well-being of patients, employees or visitors, such dismissal shall not occur without prior consultation with the University.
10. The students and faculty shall respect the confidential nature of all information that they have access to, including but not limited to patient's personal health information provided to them orally, contained in patient medical records or maintained on the Agency's electronic information system. The University shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. In addition, the University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Agency's policies and procedures relative to HIPAA. Agency agrees to provide students and faculty with training regarding Agency's policies and procedures relative to HIPAA. The University and Agency acknowledge that students and faculty may use patients' personal health information for education purposes at Agency and University. To the extent practicable, all information used for such purposes shall be appropriately de-identified so as to remove all data that may be used to connect such information back to the patient to whom it relates.
11. University faculty engaged in carrying out the provisions of this Agreement at the Agency shall be advised by the Agency of its rules and regulations with which they are

- expected to comply. The Agency shall provide each University faculty member under this Agreement a copy of such rules and regulations. At the request of the Agency, the University shall immediately suspend from the Agency any faculty member who fails to obey such rules.
12. Agency represents and warrants that it is currently, and for the term of this Agreement, will continue to be, in compliance with all applicable laws, regulations, and public directives, including, but not limited to, those issued in times of an emergency, regarding the health and safety of employees, the public, and student interns. Failure to comply with this provision will be considered a material breach of this Agreement.
 13. This Agreement shall be effective for a term of one (1) year unless terminated earlier in accordance with this Agreement. The parties may renew this Agreement upon such reasonable terms and conditions as may be agreed upon in writing. If either party wishes to terminate this Agreement, it is understood that written notice will be given to the other party at least thirty (30) days in advance of such termination. Students then enrolled in or scheduled for the clinical field-work at the Agency will have the opportunity to complete their educational experience at the Agency. This Agreement contains the full and complete understanding of the parties. Any changes, modifications or revisions, must be agreed to by both parties, in writing.
 14. Neither party shall discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, criminal conviction, or any other characteristic protected by applicable state or federal law. Furthermore, the parties hereby certify that they have institutional policies or practices (including training for employees) that prohibit harassment of, or discrimination against, individuals on the basis of their protected status under state and federal anti-discrimination laws and also provide a means for individuals to bring allegations of discrimination forward for redress.
 15. The parties hereto recognize that in the performance of this contract the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do so, in such a manner as will best promote the interests of both and render the highest service to the public.
 16. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, the University shall hold the Agency harmless from and indemnify it for any final judgment of a court of competent jurisdiction for the University's failure to perform its obligations hereunder to the extent attributable to the negligence of the University or of its officers or employees when acting within the course and scope of this Agreement. In addition, the State University of New York shall take out and maintain during the term of this Agreement liability insurance, in amounts of \$3 million per claim / \$3 million aggregate combined single limit and the Agency is to be an additional insured under such liability policy or policies. It is agreed that the persons insured under such policy shall include students of the State University of New York with respect to liability arising out of their participation in the clinical training program carried out under this Agreement. The University agrees that the Agency will receive no less

- than ten (10) days' written notice prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, the Agency shall remain liable for direct damages resulting from its negligence. University agrees that it shall secure Workers' Compensation Insurance for the benefit of all faculty and other University employees required to be insured by Workers' Compensation law and shall maintain such coverage throughout the duration of this Agreement. The laws of the state where Agency is located shall dictate whether a student is covered by Workers' Compensation law.
17. The Agency shall indemnify and hold harmless the University, its officers, employees, and agents from and against any and all damages, claims, losses and/or expenses (including reasonable attorney's fees) which may finally be assessed against the University in any action arising out of the acts or omissions of the Agency under this Agreement. The State of New York reserves the right to join in any such claim, demand or suit, at its sole expense, when it determines there is an issue involving a significant public interest.
 18. This Agreement or any of its provisions shall not be assigned, delegated, transferred, conveyed, sublet, or otherwise disposed of without the prior written consents of the University, the New York State Attorney General and the New York State Office of the State Comptroller, and any attempts to assign, delegate, transfer, convey, sublet, or otherwise dispose of this Agreement without said written consents shall be null and void.
 19. Agency acknowledges that the University is a public entity and that Agency's proprietary information may be subject to disclosure pursuant to New York Public Officers Law or other applicable law. All agreements to which the University is a party are considered public record and subject to disclosure under the New York State Freedom of Information Law ("FOIL").
 20. Students will be responsible for compliance with all of Agency's medical examination and vaccination requirements.
 21. This clinical affiliation Agreement shall include all Agency locations listed in "Attachment B."
 22. This Agreement shall be governed by the laws of New York without regard to conflict of law provisions. Any dispute arising under this Agreement shall be resolved in a court of competent jurisdiction in the State of New York.
 23. All notices to parties hereunder must be in writing, signed by the party giving it, and shall be served either personally or by certified mail, return receipt requested, and addressed as follows:

TO STATE UNIVERSITY:

Office of Health Sciences
State University of New York
State University Plaza
Albany, New York 12246
N422A

School of Social Welfare
Health Sciences Center, Level 2
State University of New York at Stony Brook
Stony Brook, New York 11794

TO AGENCY:
Albany County Department of Mental Health
175 Green Street
Albany NY 12202

or to such addresses as may be hereafter designated by notice. All notices become effective only when received by addressee.

24. In accordance with the provisions of the Family Educational Rights and Privacy Act ("FERPA"), in order for the University to share information about the student from the student's educational records, the Agency must agree not to disclose the information to a third party without the student's consent, and to use the information only for the purposes for which it was disclosed.

Signatures on Following Page

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

SUNY STONY BROOK

By _____
John H. Riley, Jr.
Associate Vice President for HS Administration & Finance
Vice Dean for SOM Administration & Finance

Dated: _____

By _____
Shari E. Miller, PhD, MSW
Dean and Professor, School of Social Welfare

Dated: _____

COUNTY OF ALBANY

DATED: _____

BY: _____

Daniel P. McCoy
Albany County Executive

Or

Michael McLaughlin Jr.
Deputy County Executive

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Attachment “A”
CASAC 12 Core Functions and 46 Global Criteria

- I. SCREENING:** The process by which the client is determined appropriate and eligible for admission to a particular program.

Global Criteria

1. **Evaluate** psychological, social and physiological signs and **symptoms** of alcohol and other drug use and abuse.
2. Determine the client’s **appropriateness** for admission or referral.
3. Determine the client’s **eligibility** for admission or referral.
4. Identify any **coexisting conditions** (medical, psychiatric, physical, etc.) that indicate the need for **additional** professional **assessment** and/or services.
5. **Adhere** to applicable **laws**, regulations and agency policies governing alcohol and other drug abuse services.

- II. INTAKE:** The administrative and initial assessment procedures for admission to a program.

Global Criteria

6. **Complete** required **documents** for **admission** to the program.
7. **Complete** required **documents** for program **eligibility** and **appropriateness**.
8. **Obtain** appropriately **signed consents** when soliciting from or providing information to outside sources to protect client confidentiality and rights.

- III. ORIENTATION:** Describing to the client the following: general nature and goals of the program; rules governing client conduct and infractions that can lead to disciplinary action or discharge from the program; in a non-residential program the hours during which services are available; treatment costs to be borne by the client, if any; and client rights.

Global Criteria

9. Provide an overview to the client by describing **program goals** and **objectives** for client care.
10. Provide an overview to the client by describing **program rules**, and **client obligations** and **rights**.
11. Provide an overview to the client of **program operations**.

- IV. ASSESSMENT:** The procedures by which a counselor/program identifies and evaluate an individual’s strengths, weaknesses, problems and needs for the development of a treatment plan.

Global Criteria

12. **Gather** relevant **history** from client including but **not limited** to alcohol and other drug abuse using appropriate interview techniques.

13. Identify **methods** and **procedures** for obtaining **corroborative information** from significant secondary sources regarding client's alcohol and other drug abuse and psycho-social history.
14. Identify appropriate **assessment tools**.
15. **Explain** to the client the **rationale** for the use of assessment **techniques** in order to facilitate understanding.
16. Develop a **diagnostic evaluation** of the client's substance abuse and any co-existing conditions based on the results of all assessments in order to provide an integrated approach to treatment planning based on the client's strengths, weaknesses, and identified problems and needs.

- V. **TREATMENT PLANNING:** Process by which the counselor and the client identify and rank problems needing resolution; establish agreed upon immediate and long-term goals; and decide upon a treatment process and the resources to be utilized.

Global Criteria

17. **Explain** assessment **results** to client in an understandable manner.
18. **Identify** and **rank** problems based on individual client needs in the written treatment plan.
19. Formulate **agreed** upon **immediate** and **long-term goals** using **behavioral** terms in the written treatment plan.
20. Identify the treatment **methods** and **resources** to be utilized as appropriate for the individual client.

- VI. **COUNSELING:** (Individual, Group, and Significant Others): The utilization of special skills to assist individuals, families or groups in achieving objectives through exploration of a problem and its ramifications; examination of attitudes and feelings; consideration of alternative solutions; and decision-making.

Global Criteria

21. Select the counseling **theory(ies)** that apply(ies).
22. Apply **technique(s)** to assist the client, group, and/or family in exploring **problems** or ramifications.
23. Apply **technique(s)** to assist the client, group, and/or family in examining the client's **behavior, attitudes, and/or feelings** if appropriate in the treatment setting.
24. **Individualize** counseling in accordance with cultural, gender, and lifestyle **differences**.
25. **Interact** with the client in an appropriate **therapeutic** manner.
26. Elicit **solutions** and decisions from the **client**.
27. **Implement** the treatment plan.

- VII. **CASE MANAGEMENT:** Activities which bring services, agencies, resources, or people together within a planned framework of action toward the achievement of established goals. It may involved liaison activities and collateral contacts.

Global Criteria

28. **Coordinate services** for client care.
29. **Explain** the **rationale** of case management activities to the client.

VIII. CRISIS INTERVENTION: Those services which respond to an alcohol and/or other drug abuser's needs during acute emotional and/or physical distress.

Global Criteria

- 30. **Recognize** the elements of the client **crisis**.
- 31. Implement an **immediate** course of **action** appropriate to the crisis.
- 32. **Enhance** overall **treatment** by utilizing crisis events.

IX. CLIENT EDUCATION: Provision of information to individuals and groups concerning alcohol and other drug abuse and the available services and resources.

Global Criteria

- 33. Present **relevant alcohol and other drug use/abuse information** to the client through formal and/or informal processes.
- 34. Present information about available alcohol and other drug **services** and **resources**.

X. REFERRAL: Identifying the needs of a client that cannot be met by the counselor or agency and assisting the client to utilize the support systems and community resources available.

Global Criteria

- 35. Identifying **need(s)** and/or **problem(s)** that the agency and/or counselor **cannot meet**.
- 36. **Explain** the **rationale** for the referral to the client.
- 37. **Match** the client **needs** and/or problems **to** appropriate **resources**.
- 38. Adhere to applicable laws, regulations and agency policies governing procedures related to the protection of the client's **confidentiality**.
- 39. Assist the client in **utilizing** the support **systems** and community **resources** available.

XI. REPORT AND RECORD KEEPING: Charting the results of the assessment and treatment plan, writing reports, progress notes, discharge summaries and other client-related data.

Global Criteria

- 43. **Recognize issues** that are **beyond** the counselor's base of knowledge and/or skill.
- 44. Consult with appropriate resources to ensure the provision of effective treatment services.
- 45. **Adhere** to applicable **laws**, regulations and agency policies governing the **disclosure** of client-identifying data.
- 46. **Explain** the rationale for the consultation **to the client**, if appropriate.