



## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Mike Carlson, Chief of Police

**Date:** September 8, 2025

**Subject: Approval of the Contract with Claratel to Provide a Licensed Behavioral Health Clinician for the Dunwoody Police Department**

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### **ACTION**

Authorize the mayor, city manager, or designee to sign the contract with Claratel for a Licensed Behavioral Health Clinician for the Dunwoody Police Department for the period of 01/01/2025-12/31/2025.

### **BACKGROUND/SUMMARY**

The services provided by the licensed behavioral health clinician for our department proved to be much needed. Our officers benefited from the expertise and help of the clinician, while the community benefited from the services provided by the clinician. The original contract with Claratel expired on 12/31/2024.

### **RECOMMENDATION**

We request your approval to proceed with the first 1-year contract with a cost of \$83,386.71. The funds will come out of ARPA II.



## MEMORANDUM OF AGREEMENT

Between: City of Dunwoody and the DeKalb Community Service Board dba Claratel Behavioral Health (Claratel BH)

Date: January 1, 2025

RE: Co-responder Program

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THIS AGREEMENT, made by and between the City of Dunwoody and DeKalb Community Service Board dba Claratel Behavioral Health, a non-profit public agency established pursuant to O.C.G.A. § 37-2-6, organized and existing in DeKalb County, Georgia (hereinafter referred to as Claratel BH), shall constitute the terms and conditions under which Claratel BH shall provide a full-time Licensed clinician to serve on a Co-responder team, and afterhours phone clinical consultation for the City of Dunwoody law enforcement officers.

WITNESSETH: That for and consideration of the mutual covenants and agreements herein set forth, the City of Dunwoody and Claratel BH hereby agree as follows:

1. Term: The services to be performed under this Agreement shall begin on January 1, 2025, and end on December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the City of Dunwoody on December 31, 2025, unless renewed by the parties.

Either party may terminate this Agreement as provided in paragraph 6. G below. If this Agreement is terminated pursuant to this paragraph, Claratel BH will be exclusively limited to receiving only the compensation for services satisfactorily received and performed up to and including the effective date of termination.

2. Payment: The City of Dunwoody shall pay up to the following amount to Claratel BH for services performed pursuant to Co-responder Services as identified in Attachment B, which is attached hereto and incorporated by reference. Claratel BH will invoice the City monthly once costs have been incurred.
3. Payment Calculation: The current payment calculation is based on over population census numbers. Every 6 months, Claratel BH will provide overall call volume and referral utilization numbers of the co-responder team to each City. At that time, Claratel BH may adjust the payment balance % for each City based on this utilization data by providing no less than 30 days written notice. If one City terminates their agreement, the remaining City can choose in writing to adjust the FTE hours needed, subject to a mutual agreeable written amendment hereto.
4. Payment is to be made no later than thirty (30) days after submittal of an undisputed invoice. Invoices must be submitted as follows:
  - A. Original invoice must be submitted to:  
City of Dunwoody



Finance Department

4800 Ashford Dunwoody Road

Dunwoody, GA 30338

In case of termination of this Agreement before completion of the work, Claratel BH will be paid only for work completed as of the date of termination as determined by the City of Dunwoody.

5. Scope of Work: Claratel BH agrees to provide the following services to the City of Dunwoody: Co-responder Program Services, as identified in Attachment A, which is attached hereto and incorporated by reference.
6. General Conditions.
  - A. Shared Co-responder Program. The proposed Budget is based on the City of Dunwoody and the City of Doraville sharing the associated cost and coordination of the Co-responder team. Each City is responsible for a portion of the total cost of the co-responder team based on the City's total population percentage for the designated service area. Claratel BH will monitor calls received and provide a summary report regarding the utilization of the service from each City.
  - B. Schedule and Coordination. The City of Dunwoody and City of Doraville police Departments will co-ordinate the co-responder program between their agencies. The police department shall provide Claratel BH agreed upon shift schedule for the FTE clinician to Claratel BH within 30days of the execution of this agreement.
  - C. Additional Work. If Claratel BH is asked by the City of Dunwoody to perform work beyond the scope of this Agreement for which payment is desired, Claratel BH shall notify the City of Dunwoody in writing, state that the work is considered outside the basic scope of this Agreement, give a proposed cost for the additional work, and obtain approval in writing from the City of Dunwoody prior to performing the additional work for which Claratel BH is to be paid. The City of Dunwoody shall in no way be held liable for any work performed under this Article which has not first been approved in writing by the City of Dunwoody.
  - D. Successors and Assigns. Neither Claratel BH nor the City of Dunwoody is a partner, joint venturer, agent, or servant of the other. In respect of all terms of this Agreement, Claratel BH and the City of Dunwoody each binds itself and its principals, agents, successors, and assigns. Except as expressly authorized herein, neither Claratel BH nor the City of Dunwoody may assign, license, transfer, or otherwise communicate its rights under this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers or agents of either party, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the two parties to this Agreement. No third-party beneficiary is created or intended in respect of the Agreement.
  - E. Notices. All notices required or authorized under this Agreement shall be in writing and sent by certified mail return receipt requested, overnight courier, personal delivery, email, or facsimile (if confirmed by certified mail, overnight courier, or personal



delivery) to the address indicated below, or such other address as either may indicate by at least ten (10) days prior written notice to the other party. Notice will be effective on the date sent.

**Claratel BH**  
**ATTN: Fabio Van Der Merwe**  
**Chief Executive Officer**  
**445 Winn Way**  
**P.O. Box 1648**  
**Decatur, GA 30030**

**City of Dunwoody**  
**ATTN: Eric Linton**  
**Title: City Manager**

**4800 Ashford Dunwoody Rd**  
**Dunwoody, GA 30338**

**With a copy to: Mike Carlson**  
**Chief of Police**  
**4800 Ashford Dunwoody Rd**  
**Dunwoody, GA 30338**

F. Modification. This Agreement may be modified or amended by the City of Dunwoody to reduce the scope of work or project description on thirty (30) days written notice to Claratel BH. Except for the foregoing, no other amendments or modifications to this Agreement shall be enforceable unless approved in a writing executed by the City of Dunwoody and Claratel BH.

G. Termination of Agreement. The City of Dunwoody unilaterally may terminate this Agreement, in whole or in part, for the City of Dunwoody's convenience, or because of failure of Claratel BH to fulfill the obligations of this Agreement or any of them. The City of Dunwoody shall terminate by delivering written notice the addresses set forth in Section E- Notices. Such termination by the City of Dunwoody will be effective immediately. If this Agreement is terminated, Claratel BH shall be paid for services rendered through the effective date of termination.

Claratel BH unilaterally may terminate this Agreement, in whole or in part, for Claratel BH convenience, or because of failure of the City of Dunwoody to fulfill the obligations of this Agreement or any of them. Claratel BH shall terminate by delivering to the City of Dunwoody, with at least sixty (60) days written notice, a Notice of Termination specifying the effective date of termination.

H. Georgia Law Governs. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

I. Venue. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all actions arising under this Agreement shall be brought in the courts of DeKalb County, Georgia.



J. City of Dunwoody. The City of Dunwoody may designate a representative through whom Claratel BH will contact the City. In the event of such designation, said representative shall be consulted and written recommendation obtained before any request for extra work is presented to the City of Dunwoody. Payments to Claratel BH shall be made only upon itemized bill submitted to and approved by said representative.

K. Georgia Open Records Act. Without regard to any designation made by the parties to this Agreement, all information submitted in respect of this Agreement may be deemed to be a public record subject to disclosure under Georgia Open Records Act (O.C.G.A. Title 50, Chapter 18, Article 4).

L. Sole Agreement. This Agreement constitutes the sole agreement between the parties regarding the subject matter hereof. No representations oral or written not incorporated herein shall be binding on the parties.

M. Funding Clause. Claratel BH has been informed and understands that funding for this Agreement is provided by the City of Dunwoody and expressly agrees that performance of this Agreement in whole or in part, is contingent on and subject to the availability and continuation of such funding.

N. Sovereign Immunity. Notwithstanding anything herein to the contrary, the City of Dunwoody and its officers, elected officials, agents, employees, and representatives do not waive any privileges, immunities, or protections provided by law, including but not limited to sovereign immunity, and same are expressly reserved to the fullest extent permitted by Georgia law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts, each to be considered as an original, by their respective duly authorized representatives, Dunwoody, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 20XX.



[SIGNATURES CONTINUE ON NEXT PAGE]



CLARATEL BH

Signed by:

*Fabio van der Merwe*

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Fabio Van Der Merwe, CHC  
Chief Executive Officer

3/11/2025

Date

CITY OF DUNWOODY

Eric Linton  
City Manager

Date



## ATTACHMENT A

### CRISIS MENTAL HEALTH CLINICIAN – SCOPE OF SERVICES

Co-responder program provides crisis intervention response and follow-up for behavioral health calls as well as to provide outreach to members of community who are suspected of having mental health or substance use issues. This program includes a police officer and a licensed clinician provided by Claratel Behavioral Health. The intent of the program is to provide a specialized response unit to respond to individuals experiencing a crisis and to engage individuals in ways that promote engagement in treatment and build partnerships between law enforcement and the community. The goals of the program are to provide crisis intervention services in the community to reduce hospitalizations, arrests, and incarceration.

#### Responsibilities of Claratel BH:

1. Claratel BH, in collaboration and approval of the City of Dunwoody and City of Doraville, will hire one (1) full time Licensed Clinical Social Worker or Licensed Professional Counselor.
2. Provides clinical and administrative supervision for the licensed clinician.
3. Provide an Agency vehicle for transportation.
4. Provide laptop and mobile phone.
5. Provide afterhours telephone clinical consultation service.
6. Provides screening, clinical assessment, mental status evaluation therapeutic intervention, clinical education and disposition with individuals and their families in the community in response to a behavioral health crisis call.
7. Evaluates individual's safety risk to self or others and initiates 1013 or 2013 as appropriate.
8. Provides therapeutic de-escalation as needed.
9. Assists in coordination with a receiving facility when it is determined that the individual needs crisis stabilization.
10. Conducts follow-ups on prior crisis response calls.
11. Intakes City of Dunwoody and City of Doraville staff referrals and conducts follow-ups/outreach.
12. Conducts outreach with homeless members of the community suspected of having mental health and/or substance use issues.
13. Completes timely electronic documentation for each call and follow-up visit.
14. Completes data collection, monitoring and evaluation/reporting.
15. Conducts in-service training for police department staff and additional City staff.
16. Conducts community training/information sessions.
17. Attends community outreach events.
18. Will provide a monthly report with the following data points:
  - a. Individuals Served: Number, basic demographics, location.
  - b. Referral Source
  - c. Outcome of calls
  - d. % of Individuals who are Active Claratel BH clients

#### Responsibilities of the City of Dunwoody:

1. Provide a work area for Claratel BH Licensed Clinical





2. Coordinate with City of Doraville Police Department regarding the use of the Co-responder program.
3. Provide a method to communicate and coordinate activities of the co-responder program.
4. Provide Training on police department protocols.

ATTACHMENT B – BUDGET – CLARATEL BEHAVIORAL HEALTH

Contact Person: William Furman  
[william.furman@dunwoodyga.gov](mailto:william.furman@dunwoodyga.gov)



Budget Justification

**Project/Department Name :**  
Co-responder Program Dunwoody

Personnel				
Position	FTE	Annual Salary+Fringe/Benefits	Level of Effort	Annual
Crisis Access Line 24/7 additional coverage	0.5	15,000	100%	15,000
Case Manager Co-responder	1.0	69,264	100%	69,264
Total:				\$ 84,264.00
Transportation - Specific to costs incurred by CSB - does not include LEA co-response vehicle				
Item		Quantity	Cost	Annual
Vehicle	annual	1	\$ 8,400.00	\$ 8,400.00
Total:				\$ 8,400.00
Technology				
Item		Quantity	Cost	Annual
Tablets/Laptops	annual	0	\$ 1,500.00	\$0.00
Cell Phone Package	annual	1	\$ 360.00	\$360.00
Total:				\$360.00
Total Direct Costs:				\$ 93,024.00
Administrative				
Name			Percent	Annual
Administrative			8%	\$ 7,441.92
				Total
Grant Total:				\$ 100,465.92
Funding Needed				Total
City of Doraville	17%	of cost		\$ 17,079.21
City of Dunwoody	83%	of cost		\$ 83,386.71



## BUSINESS ASSOCIATE AND QUALIFIED SERVICE ORGANIZATION AGREEMENT

This **BUSINESS ASSOCIATE AND QUALIFIED SERVICE ORGANIZATION AGREEMENT** (this "Agreement") is made and entered into **this 1st day of January 2025** (the "Effective Date"), by and between **DEKALB COMMUNITY SERVICE BOARD dba CLARATEL BEHAVIORAL HEALTH** Georgia public agency and instrumentality of the state ("Claratel Behavioral Health"), and

**Legal Name: City of Dunwoody**

**Principal Business Address: 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338**

(the "Business Associate"). This Agreement may refer to Claratel Behavioral Health or the Business Associate as a "Party," or collectively as the "Parties."

### Background

Claratel Behavioral Health is a statutorily-created community service board and an instrumentality of the state. See O.C.G.A. Title 37, Chapter 2. It provides substance abuse, mental illness and developmental disability treatment services. Claratel Behavioral Health is also a Covered Entity under HIPAA because it creates, receives and maintains consumer Protected Health Information. The HIPAA Rules require that any access to PHI by a business associate must be governed by an agreement between the Covered Entity and the business associate which conforms to the HIPAA Rules.

This Agreement expresses the obligations of the Parties in the handling of Protected Health Information.

### Terms and Conditions

#### 1. Definitions.

"**Agreement**" has the meaning set forth in the preamble.

"**AIDs Laws**" means O.C.G.A. §24-9-47 (which provides that AIDS information is confidential) and any other Federal or state laws restricting the use or disclosure of AIDs confidential information as defined in O.C.G.A. § 31-22-9.1.

"**Business Associate**" has the meaning set forth in the preamble and generally has the same meaning as the term "business associate" at 45 C.F.R. 160.103.

"**Claratel Behavioral Health**" has the meaning set forth in the preamble.

"**Confidentiality Laws**" means HIPAA, the HIPAA Rules, Federal Substance Abuse Laws, AIDS Laws, MH/DD/AD Standards, and Privileged Information.

"**Federal Substance Abuse Laws**" means 42 U.S.C. § 290dd-2, 42 U.S.C. § 290ee-3, 42 C.F.R. Part 2 (which governs disclosure and use of information concerning an individual obtaining treatment from a Program for drug or alcohol abuse).

"**Effective Date**" has the meaning set forth in the preamble.



**“HIPAA”** means the Health and Insurance Portability and Accountability Act of 1996 (42. U.S.C. § 1320(d)).

**“HIPAA Rules”** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164. The HIPAA Rules require that the sharing of Protected Health Information with a Business Associate must be governed by a business associate agreement between the covered entity and the Business Associate which conforms to the HIPAA Rules.

**“Individual”** means the person who is the subject of the PHI and it includes a person who qualifies as a personal representative of the Individual under 45 C.F.R. § 164.502(g).

**“MH/DD/AD Standards”** means O.C.G.A. §§ 37-3-166 (confidentiality of mental health information), 37-4-125 (confidentiality of developmental disabilities information), 37-7-166 (confidentiality of substance abuse information), Georgia Department of Human Services Regulations at Ga. Comp. R. & Regs. § 290-4-9-.01, *et. seq.* (confidentiality of community service board clinical records).

**“Party”** or **“Parties”** has the meanings set forth in the preamble.

**“Personal Receipt”** means actual delivery of a notice or other communication into the hands of the person entitled to such notice.

**“Privileged Information”** means O.C.G.A. § 24-5-501(a)(5) through (8), which provides that information which includes an individual’s communications with a psychiatrist, psychologist, licensed professional counselor, licensed clinical social worker, clinical nurse specialist in psychiatric/mental health, or licensed marriage and family therapist, or communications among and between those mental health professionals concerning an individual’s communications, and any information having its origins in such communications, may not be disclosed except with the individual’s written authorization.

**“Program”** has the meaning set forth in *Section 5*.

**“Protected Health Information”** or **“PHI”** has the meaning set forth in 45 C.F.R. § 160.103. This includes information which identifies or permits the identification of a consumer or patient of Claratel Behavioral Health.

**“Required By Law”** has the meaning set forth in 45 C.F.R. § 164.103. Where Federal law is more restrictive than state law, however, then Federal law preempts. See, e.g., 42 C.F.R. 2.20 ("no State law may either authorize or compel any disclosure prohibited by these regulations"); 45 C.F.R. § 160.203. Additionally, where state law is more restrictive than Federal law, then the more restrictive state law applies. See 45 C.F.R. § 160.203(b). Accordingly, Required by Law also means the more stringent of the confidentiality requirements imposed by the Confidentiality Laws.

**“Service Agreement”** means the following agreement(s) between Claratel Behavioral Health and the Business Associate, which necessitates access to Protected Health Information by the Business Associate:

**Agreement Title: City of Dunwoody MOA – Co-responder Program**

**Execution Date: 1/1/2025**

**Brief Description of Services Provided: provide a full-time licensed clinician consultation for the City of Dunwoody law enforcement officers.**



“**Qualified Service Organization**” has the meaning set forth in 42 C.F.R. § 2.11.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

## **2. Business Associate’s Obligations and Activities**

- 2.1 Use or Disclosure of PHI.** The Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. Business Associate acknowledges the various Confidentiality Laws that govern the Use or Disclosure of PHI.
- 2.2 Safeguards.** The Business Associate agrees to use appropriate safeguards, and to comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent Use or Disclosure of the PHI other than as provided for by this Agreement.
- 2.3 Breach Notification; Duty to Report.** The Business Associate agrees to report to Claratel Behavioral Health any Use or Disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information as required at 45 C.F.R. 164.410, and any Security Incident of which it becomes aware. This notification is required whether the Breach is committed by the Business Associate or any Subcontractors or agents of the Business Associate. This notification must be provided to Claratel Behavioral Health without unreasonable delay and in no case later than twenty-four (24) hours from discovery of the Breach. Additionally, Business Associate must provide Claratel Behavioral Health with the identity of each individual, to the extent possible, whose Unsecured Protected Health Information has, or is reasonably believed to have been, affected by the Breach. Business Associate must provide Claratel Behavioral Health with any other available information that Claratel Behavioral Health is required to include in the notification to affected Individuals under 45 C.F.R. § 164.404(c), either at the time it provides notice to Claratel Behavioral Health of the Breach or promptly thereafter as information becomes available. In no event, should the Business Associate delay the initial notification to Claratel Behavioral Health of a Breach in order to collect additional information. Business Associate further agrees to cooperate with Claratel Behavioral Health in good faith to conduct a risk assessment of the Breach, if requested by Claratel Behavioral Health.
- 2.4 Subcontractors and Agents.** The Business Associate agrees, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any agent, including a Subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of Claratel Behavioral Health agrees to the same restrictions and conditions that apply throughout this Agreement to the Business Associate with respect to such information. A Subcontractor or agent, therefore, cannot Use or Disclose Protected Health Information in a manner not permitted if done by the Business Associate.
- 2.5 Consumer Access to Records.** The Business Associate must make PHI in a Designated Record Set available to Claratel Behavioral Health as necessary to satisfy Claratel Behavioral Health’s obligations under 45 C.F.R. 164.524. If the Business Associate receives a request for PHI directly from the Individual or his designee, then the Business



Agreement must forward the request, within five (5) days of receipt, to Claratel Behavioral Health to fulfill. If an Individual or his designee has requested the records in electronic format, then the Business Associate must also provide Claratel Behavioral Health with the records in electronic format.

- 2.6 Amendments to PHI.** The Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by Claratel Behavioral Health in accordance with 45 C.F.R. § 164.526, or to take other measures as necessary to satisfy Claratel Behavioral Health's obligations under 45 C.F.R. § 164.526. If the Business Associate receives a request for amendment from an Individual or the Individual's designee, then the Business Associate must forward that request to Claratel Behavioral Health within five (5) days of receipt and cooperate in good faith with Claratel Behavioral Health to make any amendments to a Designated Record Set deemed necessary by Claratel Behavioral Health, to the extent applicable.
- 2.7 Accounting for Disclosures.** The Business Associate agrees to document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for Claratel Behavioral Health to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 2.8 Request for Accounting.** The Business Associate agrees to provide to Claratel Behavioral Health the information collected in accordance with Section 2.7 of this Agreement within five (5) days of a request on the Business Associate for such information, to permit Claratel Behavioral Health to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information.
- 2.9 Internal Policies.** The Business Associate agrees to make internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- 2.10 Other.** To the extent Business Associate is to carry out one or more of Claratel Behavioral Health's obligations under Subpart E of 45 C.F.R. Part 164, it agrees to comply with the requirements of Subpart E that apply to Claratel Behavioral Health in the performance of such obligations.

### **3. Permitted Uses and Disclosures by Business Associate.**

- 3.1 Underlying Service Agreement.** Except as otherwise limited in this Agreement, the Business Associate may Use or Disclose PHI as necessary to perform the services set forth in the Service Agreement.
- 3.2 As Required by Law.** The Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 3.3 Minimum Necessary Standard.** The Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Claratel Behavioral Health's Minimum Necessary policies and procedures, in accordance with 45 C.F.R. § 164.502(b)(1). Whenever the Business Associate is permitted to obtain, create, or disclose PHI, the Business Associate must obtain, create, and disclose the minimum PHI necessary to accomplish its objectives under the Service Agreement.



- 3.4 Not Permitted.** The Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Claratel Behavioral Health.

#### **4. Claratel Behavioral Health's Obligations.**

- 4.1 Policy Changes.** Claratel Behavioral Health will notify the Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 CFR § 164.520 to the extent that such limitation may affect the Business Associate's Use or Disclosure of Protected Health Information.
- 4.2 Individual Authorizations.** Claratel Behavioral Health will notify the Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- 4.3 Agreed to Restrictions.** Claratel Behavioral Health shall notify the Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Claratel Behavioral Health has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's Use or Disclosure of Protected Health Information.
- 4.4 Permissible Requests by Claratel Behavioral Health.** Claratel Behavioral Health will not request the Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Claratel Behavioral Health.

#### **5. Qualified Service Organization Agreement.** Claratel Behavioral Health is a federally-assisted drug program (the "Program") within the meaning of 42 C.F.R. § 2.12(b). By operating a Program, Claratel Behavioral Health is required to execute a Qualified Service Organization agreement with Business Associate. Business Associate hereby agrees to comply with the requirements of a Qualified Service Organization as follows:

- 5.1** Business Associate acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about consumers or Individuals in the Program, it is fully bound by the provisions of the Federal Substance Abuse Laws; and
- 5.2** Business Associate undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the Federal Substance Abuse Laws.

#### **6. Term and Termination.**

- 6.1 Term.** The term of this Agreement shall be effective as of the Effective Date, and will terminate on one of the two following dates, whichever occurs sooner:
- (A) On the termination of the Service Agreement or any applicable extensions of that agreement; or





- (B) On the date Claratel Behavioral Health terminates this Agreement for cause as authorized in Section 6.2.

**6.2 Termination for Cause.** Upon Claratel Behavioral Health's knowledge of a material breach by the Business Associate, Claratel Behavioral Health will either:

- (A) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if the Business Associate does not cure the breach or end the violation within the time specified by Claratel Behavioral Health; or
- (B) Immediately terminate this Agreement and the Service Agreement.

**6.3 Effect of Termination.**

- (A) Upon termination of this Agreement for any reason, the Business Associate must return to Claratel Behavioral Health or destroy all Protected Health Information received from Claratel Behavioral Health, or created, maintained or received by the Business Associate on behalf of Claratel Behavioral Health, that the Business Associate still maintains in any form. The Business Associate must not retain any copies of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of the Business Associate.
- (B) If the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate must send Claratel Behavioral Health detailed written notice of the specific reasons why it believes such return or destruction is not feasible and the factual basis for such determination, including the existence of any conditions or circumstances which make such return or disclosure infeasible. If Claratel Behavioral Health determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, then the Business Associate agrees that it will limit its further use or disclosure of PHI only to those purposes that Claratel Behavioral Health may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional action as Claratel Behavioral Health may require for the protection of patient privacy or the safeguarding, security, and protection of such PHI.
- (C) **Survival.** The obligations of the Business Associate under this Section will survive the termination of this Agreement.

## **7. Miscellaneous Clauses.**

**7.1 Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules or a provision in the Confidentiality Laws means the section or provision as in effect or as amended.

**7.2 Agency Disclaimer.** By executing this Agreement, the Parties do not intend to create an agency relationship whereby the Business Associate would be an agent of Claratel





Behavioral Health under federal common law agency principles. Specifically, this Agreement does not afford Claratel Behavioral Health the right or authority to control the Business Associate's conduct during the course of its performance of the Service Agreement, this Agreement, or any other agreement between the Parties. Rather, Claratel Behavioral Health's only avenue of control is to amend the terms of this Agreement, terminate this Agreement for cause, or sue for breach of contract. This Agreement does not permit Claratel Behavioral Health to give the Business Associate any interim instructions or directions during the course of the Parties' business relationship.

- 7.3 *Amendment.*** The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the HIPAA Rules or any other applicable law.
- 7.4 *Interpretation.*** Any ambiguity in this Agreement must be resolved to permit compliance with the HIPAA Rules.
- 7.5 *Entire Agreement.*** This Agreement constitutes the sole agreement of the Parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the Parties. It may not be modified except in a writing signed by the Parties.
- 7.6 *Waiver.*** If either Party fails to require the other to perform any term of this Agreement, that failure does not prevent the Party from later enforcing that term. If either Party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.
- 7.7 *Severability.*** If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.
- 7.8 *Representations and Warranties.*** The parties acknowledge that they have read this Agreement, that they fully understand its contents, and that they have executed this Agreement voluntarily, knowingly, and with the benefit or advice of legal counsel of their own choosing.
- 7.9 *Successors and Assigns.*** This Agreement binds and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and assignees. No Party shall assign any of such Party's rights or obligations under this Agreement without the prior written consent of the other Party.
- 7.10 *Headings.*** Headings are for convenience only and do not affect the interpretation of this Agreement.
- 7.11 *Notices.*** All notices and other communications required or permitted under this Agreement, including statements like "the Business Associate must forward," must be in writing and must be sent to the Party at that Party's address set forth below or at whatever other address the Party specifies in writing:



To Claratel Behavioral Health as follows:

And to Business Associate as follows:

Claratel Behavioral Health  
Attn: Fabio Van Der Merwe, CHC  
Chief Executive Officer  
445 Winn Way  
Decatur, GA 30030

City of Dunwoody  
Attn: Eric Linton  
City Manager  
4800 Ashford Dunwoody Rd  
Dunwoody, GA 30338

With a copy to: Mike Carlson  
Chief of Police  
4800 Ashford Dunwoody Rd  
Dunwoody, GA 30338

All notices are deemed delivered on the date postmarked by the United States Postal Service or on the date of Personal Receipt, whichever occurs sooner. If a notice is sent by email, then it is deemed delivered on the date received by the email recipient.

**7.12 Counterparts.** This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.

**7.13 Governing Law.** This Agreement shall be governed by, Construed, and enforced in accordance with the laws of the State of Georgia without regard to its choice of law principles. The Claratel Behavioral Health certified that it is not currently engaged in a boycott of the nation of Israel and that it will not engage in such a boycott for the duration of this agreement.

**8. Indemnification.** The Business Associate assumes full responsibility and entire liability for all violations of the HIPAA Rules, including any Breach of Unsecured Protected Health Information, arising from or connected with the Business Associate's Use or Disclosure of Protected Health Information and the Use and Disclosure of Protected Health Information by its Subcontractors and other agents. The City of Dunwoody cannot legally Indemnify anyone.

**9. Fraudulent Claims.** The Deficit Reduction Act of 2005 (42 U.S.C.A. § 1396(a)) now requires Claratel Behavioral Health to inform its contractors about the False Claims Act (31 U.S.C.A. § 3729, *et. seq.*) and the Georgia Taxpayer Protection False Claims Act (O.C.G.A. § 23-3-120, *et. seq.*). These laws prohibit a contractor from making a false claim for payment and from making a false statement in connection with seeking payment to Claratel Behavioral Health because of Claratel Behavioral Health's status as a state entity and its participation in the Georgia Medicaid Plan. These laws also provide for penalties for misrepresentations of fact, fraud, or violations of the whistleblower protections. Accordingly, if the Business Associate is unable to support any claim or statement for payment to Claratel Behavioral Health under the Service Agreement and there is evidence that its inability to support such payment is attributable to a violation of these laws, then the Business Associate will be subject to the pertinent civil and criminal penalties.



**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date:

**CLARATEL BEHAVIORAL HEALTH**

**CITY OF DUNWOODY**

Signed by:  
 By: Fabio van der Merwe  
 F8D5B82F6D37452...

By: \_\_\_\_\_

Print: Fabio Van Der Merwe, CHC

Print: Eric Linton

Title: CEO/Executive Director

Title: City Manager

Date: 3/11/2025

Date: \_\_\_\_\_