

BEHAVIORAL HEALTH SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is made and entered into this 2nd day of February, 2024, by and between the CITY OF MANASSAS PARK, a Virginia municipal corporation, its successors and assigns (collectively, the “City”), and MEDOCRACY, INC., a Virginia corporation, its successors and assigns (collectively, the “Contractor”).

WITNESSETH:

R-1. The City desires to contract for behavioral health services for employees of its Police Department, its Fire and Rescue Department, and its Department of Social Services (the “Project”).

R-2. Pursuant to the City’s small purchase procedures (City Code § 2-175) and the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*), the City solicited quotations for the Project (the “Solicitation”).

R-3. In response to the Solicitation, the Contractor submitted a proposal for the Project entitled “Memorandum of Understanding (MOU) between the City of Manassas Park (CMP) and Medocracy, Inc.” (the “Proposal”), which Proposal offers to provide the services included in Fairfax County, Virginia contract number 4400003891 (the “Fairfax Contract”) for the Project, but at the price included in the Proposal. The Proposal and the Fairfax Contract (as amended from time to time to extend its term) are attached to this Agreement as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference.

R-4. The City has determined that the Contractor’s Proposal is responsive to the Solicitation and meets the needs of the City, and that the Contractor is responsible, qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and tasks set forth in this Agreement, and therefore desires to contract with the Contractor in accordance with the terms and conditions of the Proposal, the Fairfax Contract, and the Virginia Public Procurement Act.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is hereby incorporated herein by this reference, and the terms, conditions, covenants, and obligations contained herein, the parties hereto agree as follows:

NOW, THEREFORE, for and in consideration of the foregoing recitals, each of which is hereby incorporated herein by this reference, and the terms, conditions, covenants, and obligations contained herein, the Contractor and the City (together, the “Parties”) hereby agree as follows:

1. **SCOPE OF SERVICES.** The Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are set forth in the Proposal and the Fairfax Contract (the “Scope of Services”). The work performed will be bound by the terms of this Agreement, including all exhibits. Where a conflict exists between this Agreement and any exhibit, this Agreement shall control. All references to Fairfax County governmental entities in the Fairfax Contract shall be

deemed to refer to the corresponding City of Manassas Park governmental entities as necessary to effect the intent of the Parties.

2. TERM. The initial term of this Agreement (the “Initial Term”) shall commence on the date of execution of this Agreement (the “Effective Date”) and shall terminate on the date that is one (1) year following the Effective Date. The term of this Agreement may be extended for up to two (2) additional 1-year periods (each, an “Additional Term” and, together with the Initial Term, individually referred to as the “Term”), provided that either the City Manager or the City’s Chief Public Health Coordinator (the “Coordinator”), as the designated representative of the City’s governing body (the “Governing Body”), has first authorized each such extension prior to the expiration of the then-current Term. If the City Manager or the Coordinator has not authorized such extension prior to the expiration of the then-current Term, this Agreement shall be deemed to have been terminated as of the date of such expiration and shall thereafter have no further force and/or effect, except for those provisions that by definition necessarily survive the termination of this Agreement (e.g., liability). The City’s continued use of the Contractor’s services following expiration of a Term shall be deemed to be authorization for an extension. In the event the Term extends past the termination or expiration of the Fairfax Contract, the terms and conditions of the Fairfax Contract shall remain in full force until the expiration of such term or its earlier termination in accordance with the terms of this Agreement.

3. INCORPORATION OF PUBLIC PROCUREMENT ACT PROVISIONS. In its performance of this Agreement, the Contractor shall comply with the requirements of Virginia Code §§ 2.2-4311 (employment discrimination prohibited), 2.2-4311.1 (compliance with federal, state, and local laws and federal immigration law), 2.2-4311.2 (foreign and domestic businesses authorized to transact business in Virginia), and 2.2-4312 (drug-free workplace to be maintained by contractor), which are each hereby incorporated into this Agreement by reference.

4. INSURANCE. The Contractor shall procure and maintain, for the duration of this Agreement, insurance required by the Fairfax Contract. The City shall be named as an additional insured on all liability insurance policies, including any umbrella insurance policy used to meet the coverage required by the Fairfax Contract, and a copy of the endorsement naming the City as an additional insured shall be attached to each Certificate of Insurance. Each Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation of the relevant insurance policy. The City reserves the right to request certified copies of any required insurance policies. The Contractor’s insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5. PROHIBITED INTEREST. No officer or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds hereof.

6. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

7. NOTICE. Except for notice provided to the parties in accordance with the procedures established for requesting work set forth in the Scope of Services, notice and other correspondence provided for in or required by this Agreement shall be hand delivered or sent by overnight mail or certified U.S. mail to the City Manager or the Coordinator at 100 Park Central Plaza, Manassas Park, Virginia 20111, by fax at (703) 335-0053, or by email at l.palko@manassasparkva.gov or f.rath@manassasparkva.gov, as appropriate, and to the Contractor at the address, fax number, or email address designated on the Contractor's signature page of this Agreement. Such notice shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered or sent via facsimile, (iii) the following day if sent using overnight mail, or (iv) three days later if sent using certified U.S. mail.

8. ATTORNEYS' FEES AND COSTS. If any legal action or proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorneys' fees and other costs incurred in such action or proceeding.

9. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.

10. SEVERABILITY; WAIVER.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void, or unenforceable.

B. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable with respect to particular circumstances, such part, term, or provision shall nevertheless remain in full force and effect in all other circumstances.

C. If it should appear that any provision hereof is in conflict with any statutory provision of the Commonwealth of Virginia, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and this Agreement shall be deemed as having been modified to conform to such statutory provisions.

D. One or more waivers by either Party of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the waiving Party's authorized representative. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of that or any other provision of this Agreement.

11. MERGER. This Agreement, including the Proposal, the Fairfax Contract, and any related documentation constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence, and discussions of the Parties are hereby merged into and made a part of this Agreement. To the extent that the terms of the documents described herein are in conflict, the terms of this Agreement shall control.

12. MISCELLANEOUS.

A. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

B. Both parties recognize time is of the essence in the performance of the provisions of this Agreement.

C. Headings and captions are provided in this Agreement for ease of reference only and shall not be used to construe or interpret any provision of this Agreement.

D. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

E. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of this Agreement by fax or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

{Signature pages follow}

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CONTRACTOR:

MEDOCRACY, INC., a Virginia corporation

Address: 10801 Glen Mist Lane
Fairfax, VA 22030

Fax No.: (703) 246-6165

Email: donald.stewart@fairfaxcounty.gov

Federal Tax ID No.: 16-1630769

Virginia SCC ID No.: 0583666-3

By: Donald F Stewart, MD, MS
Donald F Stewart, MD, MS, President

ATTEST:

Carla E Green
Name: Carla Green
Title: Office Manager

CITY OF MANASSAS PARK,
a Virginia municipal corporation

By: 

Laszlo Palko, City Manager

ATTEST:



Lana Conner, City Clerk

APPROVED AS TO FORM:



Dean H. Crowhurst, City Attorney

EXHIBIT A
THE PROPOSAL

Memorandum of Understanding (MOU) between the City of Manassas Park (CMP) and Medocracy, Inc.

Introduction:

Medocracy, Inc., is a Virginia based corporation founded to provide medical services to government agencies. For a period of over 20 years, this company has provided comprehensive occupational health services to Fairfax County under the provisions of contract #4400003891 (Staff and Operation of the Fairfax County Public Safety Occupational Health Center). This contract also provides similar services to several regional public safety and public health agencies to include Fairfax City FRD, Fairfax City PD, Fairfax County Health Department, Fairfax County Department of Public Safety Communications, Fairfax County Animal Control Services, and Vienna PD. The total population of covered agencies (12 in total) is around 5,500 employees, applicants, and retirees.

The Fairfax County Public Safety Occupational Health Center (hereinafter "OHC") has a staff of nearly 20 medical professionals to include physicians, nurses, Physician assistants, radiological technician, registered dietician, therapists, and administrative staff and is recognized nationally as one of the premier public safety occupational health clinics in the United States.

At present, the OHC is housed in a 10,500 square foot facility on the 2nd floor of the Fairfax County Public Safety Headquarters located at 12099 Government Center Parkway, Suite 2300, Fairfax Virginia.

In June of 2023, the "Fairfax County Wellness Center" held its grand opening and formally commenced clinical operations in a 7,500 square foot (Class A) commercial office building which is located adjacent to the Fair Oaks Mall. This facility is (currently) staffed by 6 therapists, including a center director (a county employee) and 5 therapists who are contractor employees.

Background:

The COVID pandemic was accompanied by a striking increase in behavioral health issues, including (early in the pandemic) a nearly 200% increase in depressive symptoms and a nearly tripling of reports of anxiety. Sadly, there were a record number of suicides in the U.S. in the preceding year. (2022)

The Fairfax County Public Safety Wellness Center is intended to lower the stigma of seeking help for emotional and behavioral health symptoms by providing services away from any public safety HQs or other public safety building. The building housing this clinic will appear (to clients) to be a private sector environment like any other medical provider. Confidentiality is rigorously maintained for the protection of our patients.

Covered employees under this MOU include the following departments:

1. *The CMP Department of Social Services has a staff of 24, and on an annual basis this department has a benefits caseload of between 250 and 500 recipients. (SNAP and Medical services) In addition, the department staff has between 15 and 20 cases at any time.*
2. *The Manassas Park Fire and Rescue Department was founded in 1968 and currently has 44 sworn employees in addition to one civilian. The call volume in 2023 will exceed 3,600 calls for service.*
3. *The Manassas Park Police Department was established in 1957 when the municipality achieved "Town" status. This department is a full-service law enforcement agency, which responds to nearly 26,000 service calls per annum. The department provides law enforcement and emergency 911 services from a modern, well equipped public safety facility. These services are provided by 39 sworn officers, 8.5 (FTE) Emergency Communications Specialists and 2 parking enforcement officers supported by 3 administrative personnel. Services are provided by the following divisions:*
 - *Administrations*
 - *Professional Standards*
 - *Operations (Including Special Operations and Animal Control Services)*
 - *Criminal Investigations, and*
 - *School and Community Resource Officers*

Overview of clinical services and specific services provided:

- I. Program model: This facility (Tentatively, the “Fairfax County Public Safety Behavioral Health Center”, or FCPSBHC) would be best viewed as a “Management-sponsored Employee Assistance Program”, or EAP. In this type of program, the EAP staff are directly employed by the organization, in this case, through a contracted medical provider. In this setting, a wide range of behavioral health counseling and mental health interventions will be provided by both in-house therapists and a “narrow network” of selected therapist and physicians in the community. In this setting, the funding for services (In-house) is capitated and employees do not have to pay for any clinical care. When referred to outside therapists for continued therapy, this is normally done by utilizing the employee’s medical insurance.
- II. Duration of treatment: Typically, treatment is provided to initiate care and to identify and stabilize behavioral health issues, with a standard length of treatment being 5-10 visits over a one-year period. Many employees will not require the full 10 clinical visits, and in certain cases, the employee may benefit from a rapid transition to either inpatient care or “intensive outpatient” care, or IOP.
- III. Nature of treatment: The intent is to address a wide range of acute and chronic behavioral health issues, including, but not limited to depression, post-traumatic stress, death/grief counseling, stress and anger management, marital issues, and others.
- IV. Specialty consultations: Issues of Fitness for Duty and complicated Return to Work determinations can be addressed in most cases. Depending on the nature of the concern, a forensic psychologist or others on our referral staff may be consulted.
- V. Pre-Hire evaluations for psychological suitability are not covered under this MOU, but assistance may be provided in procuring this service, if required.
- VI. Peer assistance programs, to include training and certification: Assistance with these programs can be provided if needed.

- VII. Follow up care: The clinicians involved in providing care will ensure continuity of care and will arrange for appropriate transition to long-term (or intermediate) care as indicated.
- VIII. Evidence based interventions: The medical director and staff therapists will utilize evidence-based interventions in treating covered employees of the City of Manassas Park.
- IX. Stress inoculation and resilience training: When requested, psychoeducation resources will be provided to deliver proactive behavioral health training sessions to employees or management.
- X. Trauma services: Services provided will include a wide variety of behavioral health modalities including treatment for traumatic stress disorders. Treatment modalities include talk therapy and EMDR. (Eye movement and desensitization and reprocessing) EMDR has been shown to be effective in as many as 75% of PTSD (Post-traumatic stress disorder) cases.
- XI. Treatment access: Services will be provided upon request from management referral or by direct access by the patient without management involvement. There shall be no adverse consequence for any patient's involvement in behavioral health counseling. In all cases the employee's involvement shall be voluntary.
- XII. Consulting services: At the request of management, the medical director or staff therapists shall be available as subject matter experts to advise or consult with agency members to address a wide variety of issues, concerns, or department initiatives.
- XIII. Other services: As requested by the employee or manager, the following services may be provided as appropriate: small, or other group interventions, individual crisis intervention, organizational and staff consultations, post incident intervention, and others as needed and appropriate.

Summary:

The Fairfax County Fire Department, (by means of an FRD contractor, Medocracy, Inc.) has elected to coordinate with other agencies and entities to collaborate on the development of an off-site, behavioral health facility which will provide behavioral health services utilizing the model of an internal EAP provider. This MOU will benefit from collaboration and coordination with the Fairfax County public safety Occupational Health Center (PSOHC), a legacy provider within the Fire Department with over a 20-year history of excellent service. This arrangement will allow more timely, responsive, and agency appropriate behavioral health services with a very flat and responsive management structure.

Patient confidentiality: Medical director and staff therapists will ensure patient confidentiality is maintained and protected in full compliance with HIPPA and 42CFR part 2 regulations. Any treatment provided shall be done with full support of the agency and shall not affect the employee's job security or utilized in any manner which is not ethical and therapeutic in nature.

Justification: This additional behavioral health support for the City of Manassas Park employees is indicated to provide support for the public safety and social services employees, (some of whom) were on the front lines during the COVID-19 "once in a century pandemic". The known social and psychological impacts of COVID-19 have been profoundly impactful and include the following, per the Center for Disease control. a) around 41% of participants reported struggling with mental health or substance abuse disorders, and b) 26% reported "Traumatic Stress Related Disorder, or TSRD.

*Due to a variety of societal, political, and other issues, the public safety community is having a challenging time with recruitment and retention of employees. (Especially law enforcement) **Therefore, it is imperative the employers make all reasonable efforts to support their existing staff.***

There is clearly a need for additional access to behavioral health services at a challenging and divisive moment in our national history. Both parties who are signatories to this agreement recognize that this agreement will provide a cost-effective arrangement to provide needed services to the covered employees.

Discussion and Pricing:

The provision of services under a consortium of this type is challenging due to the inherent uncertainty of how many employees will need services, the acuity of those services, and other considerations. The staff of this facility is also engaged in consulting services at an agency level to address more cultural or embedded issues.

When behavioral health issues occur in a public safety setting, there is often an urgent issue which requires a more expedited response. In the general medical community currently, the demand for behavioral health services greatly exceeds the available number of medical providers and appointments. An appointment with a therapist may take 4-6 weeks, and an appointment with a psychologist or psychiatrist may take months.

The response time for urgent calls for service is typically within 1-2 hours but will be no longer than 12 hours as a function of the acuity of said service request. The Wellness Center is not intended to be a crisis response center, per se, and certain behavioral health crises should be referred to an emergency room or crisis center.

The existing EAPs embedded in health insurance plans are often non-responsive and difficult to access. In addition, the unique cultures and work exposures found in public safety agencies are such that experience with those issues (by the medical provider) is critical for the patient to feel heard and for them to form a therapeutic connection.

The current Medocracy, Inc., contract, and the future Behavioral Health Occupational health center are not “fee for service” facilities but are capitated practices with fees based on the patient population.

Pursuant to this MOU the “Fairfax County Public Safety Wellness Center”, through their service agent (Medocracy, Inc.) will provide the above noted services for a fee of \$50,000 per annum for year one of this agreement. It is anticipated that this MOU will be adopted by both parties no later than February 1, 2024, and would be adjusted per the local CPI on an annual basis. This contract could be terminated by either party with a 90-day written notice and would be renewable yearly for an additional period of three (3) years following the inaugural year.

Signature Page

In witness thereof, the parties have caused the agreement to be executed and effective as of the date noted below:

By: _____ Date: _____

(Representing the Manassas Park)

By: _____ Date: _____

(Representing Medocracy, Inc., a Fairfax County Vendor)

By: _____ Date: _____

(Representing County of Fairfax Fire and Rescue Dept.)

EXHIBIT B

THE FAIRFAX CONTRACT



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

JUN 14 2013

Medocracy, Inc.
9422 Hermitage Drive
Fairfax, VA 22032

Attention: Donald F. Stewart, M.D., President

Reference: RFP2000000562; Operate Staff Manage Public Safety Health Center

Dear Dr. Stewart:

Acceptance Agreement

Contract Number: 4400003891

This acceptance agreement signifies a contract award to Medocracy, Inc. for Operating, Staffing and Management of the Public Safety Occupational Health Center. The period of the contract shall be from date of award through June 30, 2018, with ten (10) one-year renewal options available.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement, and
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificates according to Special Provisions, Section 19, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Kristy D. Apperson, at 703-324-3217 or via e-mail at kristy.apperson@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP200000062

The County of Fairfax (hereinafter called the County) and Medocracy, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400003891. The final Contract contains the following documents:

- a. County's Request for Proposal RFP200000062 and all Addenda;
- b. The Contractor's Technical dated January 7, 2013;
- c. The Contractor's Revised Cost Proposal dated April 15, 2013;
- d. This Memorandum of Negotiation and any Attachments;
- e. County purchase order;
- f. Any amendments subsequently issued.

In addition, the County and the Contractor agreed to the following:

1. The County is accepting Option 2 of the Revised Cost Proposal with the following revisions:
 - a. The Depreciation Expense line totaling \$2,300.00 is deleted
 - b. The Equipment Line is changed from \$23,297 to \$9,865
 - c. The separate line for Register Dietician is deleted and the cost of \$24,000 is added to the line Funded Consultations for a total of \$54,000
2. The County requires that the Register Dietician consultant provide a monthly newsletter and three workshops annually. It is understood that this consultant may be called upon for other work within the scope of Dietician consultant as needed.
3. The Contractor agrees to provide consultant reports outlining the origin and content of the consultant fees in their reports to the County as per paragraph 7.45 of the RFP.
4. Christina Fisher will be the County's Technical Point of Contact (POC) for this contract.

ACCEPTED BY:

Donald F. Stewart MD

Donald F. Stewart, M.D.
Medocracy, Inc.

4/22/13

Date

Christina Fisher

Christina Fisher
Fire & Rescue Department

6/5/13

Date

Cathy A. Muse

Cathy A. Muse, CPPO
Director/County Purchasing Agent

6/13/13

Date

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228