



Montgomery County Government
Purchasing

Elizabeth L. Black
Purchasing Agent

350 Pageant Lane
Suite 101-E
Clarksville, Tennessee 37041

Phone: (931) 648-5720
elblack@mcgtn.net

REQUEST FOR PROPOSAL

Date: 5/6/2024

PRE-RFP MEETING DATE: 5/14/2024

Last Date for Question Submissions: 5/22/2024

Last Date for Response to Questions: 5/28/2024

RFQ Opening Date: 5/31/2024 at 10 a.m. CST

The attached herein specifications and requests are an official Request for Proposal, **for Inmate Healthcare Services** for inmates housed at the **Montgomery County Jail**, located in Clarksville, Tennessee. Please review all dates above and attached information carefully.

All pricing for items must be individually listed by item or service on a separate document and attached to this document.

To be acceptable – Proposals are due to May 31, 2024, at 10 a.m. CST to the Montgomery County Purchasing Office, Attn: Elizabeth Black, Purchasing Agent, 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Proposals may be mailed, or hand delivered to the previous address or emailed to mocobids@mcgtn.net and shall be clearly marked with “PROPOSAL FOR INMATE HEALTHCARE SERVICES” on the outside of the envelope or in the subject of the email. Any Proposals sent to other persons or locations will not be accepted.

FINAL AMOUNT of PROPOSAL: \$ _____

Signature of Firm Representative & Title

Date

Kindest Regards,

Elizabeth Black
Purchasing Agent

**Request for Proposals
Inmate Healthcare Services**

The Montgomery County Sheriff's Office is requesting proposals for Inmate Healthcare Services for inmates housed at the Montgomery County Jail, 116 Commerce Street, Clarksville, TN. It is our intent to award a healthcare contract for a period of one year beginning, July 1, 2024. The contract will contain a renewal clause for two additional one-year renewal options, after the first year, only if accepted by mutual and written agreement.

Proposals are due and must be delivered or emailed (mocobids@mcgtn.net) to Elizabeth Black, Purchasing Agent, Montgomery County Purchasing, 350 Pageant Lane, Suite 101-E, Clarksville, Tennessee 37040, no later than 10:00 a.m. CST, Friday, May 31, 2024. Proposals received or delivered to a different office other than stated above after this date and time will not be considered. Please submit (1) original and (4) copies of your proposal. Please mark "Original" on the front cover. **To prevent accidental opening, proposals should be sealed, and the outside of package should be marked as follows:**

RFP - Inmate Healthcare Services

There will be a MANDATORY pre-bid meeting with site visit on Tuesday, May 14, 2024, at 10 a.m. Please meet in the lobby of the Public Safety Complex, 120 Commerce Street, Clarksville, TN 37040. Any potential bidder that arrives more than 15 minutes late to the pre-bid meeting WILL NOT be allowed to attend the meeting nor to bid on the proposal. The pre-bid meeting will end no later than 12pm unless extenuating circumstances exist as approved by the Montgomery County Purchasing Agent.

Due to the area of the visit, any person attending the pre-bid will be asked not to bring any personal items with them (i.e. phones, purses, bags, knives) as we request these items be left in your vehicle. A notepad and pen will be allowed for potential bidders to bring with them.

Any questions pertaining to this RFP must be submitted in writing only to Elizabeth Black at **mocobids@mcgtn.net**, or **Montgomery County Purchasing, 350 Pageant Lane, Suite 101-E, Clarksville, Tennessee 37040** no later than Wednesday, May 22, 2024 at 10 a.m. (this is no less than 96 hours before bid opening date and time per TCA 12-4-126. All answers to questions will be sent by email to all vendors no later than Tuesday, May 28, 2024 at 10 a.m. (no less than 48 hours before bid opening date and time per TCA 12-4-126).

Montgomery County reserves the right to (a) award by item, groups of items or total expense, (b) reject any and all proposals in whole or in part, and/or (c) waive any informality if it is determined to be in the best interest of the County. It is the intent of Montgomery County to award a contract for these services based on the evaluation of all proposals. The County shall not be responsible for any expense incurred in connection with preparation of a response to this document.

Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including any applicable taxes, delivery or fuel surcharges. Prices quoted shall be final cost to the County.

Receipt of your bid by the County is not to be construed as an award of contract for services.

All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled. The vendor or provider submitting a proposal in response to this RFP is referred to herein as the "Contractor".

Non-Discrimination: During the performance of this contract, the Contractor agrees as follows: He/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the Contractor.

The Contractor's duties at all times is to provide its services as required by The U.S. Constitution to all incarcerated persons in the facility as well as pretrial detainees (people in jail waiting for trial) with adequate medical care as set out in *Estelle v. Gamble*, 429 U.S. 97, 103, 97 S. Ct. 285, 290, 50 L. Ed. 2d 251, 256 (1976) ("These elementary principles establish the government's obligation to provide medical care for those whom it is punishing by incarceration), and its legal progeny. The contractor shall keep fully informed of all Federal, State and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and shall protect, defend and indemnify and hold harmless the County and its agents, employees, and representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, its subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them. Nothing found herein, however stated and titled, is intended to have the effect of limiting the adequate care required by law by the Contractor. All care provided by the Contractor shall be adequate under all legal standards.

Availability of Funds: Obligations of those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

ANTI-COLLUSION CERTIFICATION

The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of law, and that any false statement hereunder constitutes a crime and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Seal

Signed: _____

Date: _____

Title: _____

Name of Company: _____

Notary: _____

Date: _____

My term Expires: _____

FIRM PRICING

Prices shall remain firm for the first year of the contract period. The County reserves the right to negotiate with contractor for reductions in the price due to changes in market conditions during the entire contract period. Contractor should clearly explain any built-in price increases from year to year if applicable.

CANCELLATION

The County may cancel the contract with the Contractor at any time for Contractor poor performance or breach of the contract. Cancellation shall not release the Contractor from legal remedies available to the County. Either party may cancel or terminate the contract without cause upon sixty (90) days prior written notice to the other.

OBJECTIVES

Some of the objectives of the Montgomery County Sheriff's Office in providing medical services to inmates in the Montgomery County Jail are listed below. Each proposal received by the County will be considered in light of these (and other relevant) objectives. All of the objectives require adequate care as required by law is maintained.

1. To deliver high quality healthcare services, that can be audited by using monthly reporting against established standards that meet the National Commission on Correctional Health Care (NCCHC).
2. To operate the healthcare program in a cost-effective manner with full reporting and accountability to the Sheriff, Chief Deputy, Jail Administrator, County Mayor, and any other Montgomery County designee to monitor and administrate the Inmate Healthcare Services contract.
3. To operate a healthcare program at full staffing, using only current licensed, certified, and professionally trained personnel that meet all the licensing requirements of the State of Tennessee.
4. To draft/revise and implement a written healthcare plan with clear objectives, policies, procedures with an annual evaluation.
5. To create and maintain a separate medical record for each inmate in the Montgomery County Jail and Workhouse to whom the Contractor provides medical services with such record to be available to the County and all medical providers in providing care for inmates.
6. To maintain an open and cooperative relationship with the administration and staff of the Montgomery County Sheriff's Office, the County Mayor, Montgomery County Board of Commissioners and Montgomery County employees regarding inmate medical care especially concerning off-site services.
7. To provide continuing education of staff, and inmate health education programs.
8. To maintain complete and accurate records and to collect and analyze health statistics on a regular basis.
9. The Contractor shall be responsible to arrange for and coordinate all medically necessary health services required by the inmate population, including care provided by any outside provider. This includes but is not limited to emergency care, surgery, dental and specialty referrals.
10. The Contractor shall provide health referrals and medical information necessary for post-release or transfer treatments.

11. The Contractor shall ensure that all possible means to treat an inmate inside the Jail, by appropriate staff, before outside referral made.
12. Under non-emergency situations, the contractor shall make every effort to leverage telehealth services before referring inmates to off-site facilities.
13. The Contractor shall oversee and monitor outside health services, by consulting with outside physicians and when allowed directing the necessary treatment.

SELECTION CRITERIA

Please answer or comment on each of the criteria. Each proposal will also be evaluated based on the following criteria:

1. Corporate Experience

- 5 years of experience in the provision of inmate healthcare.
- Staff turn-over ratios and layoffs, both executive and line, within the past 24 months.
- 5 years list of clients cancelled or not renewed.
- 5 years history of litigation.
- Is there a corporate presence in Tennessee?

2. Corporate Capability

- Ability to start up and manage the program. The Contractor must demonstrate its ability to start-up the program in the required time stated in this RFP.
- Financial stability by review of the financial results of the previous year's operations.

3. Quality of Response

- Contractor understands the project requirements.
- Contractor's ability to clearly describe how the proposed program will meet the qualifications required and project objectives.

4. References

- Has the Contractor demonstrated satisfactory service at their facility or system for two (2) full years?
- Have renewed or extended their original contract with Contractor beyond the initial term and conditions of contract.
- Contractor must provide at least three (3) references for which medical services have been provided during the past two (2) years.

5. Price

- Fees and expected profit should be quoted in as much detail per service provided as possible.
- Firms which offer the lowest fees for services will not necessarily be the firm selected to provide the service.
- Selection of the firm which is best qualified to provide the service both fee and quality of service will be evaluated.

Contractor shall have no responsibility for security at the Montgomery County Jail or for the custody of any inmate at any time, such responsibility being solely that of the County. The awarded Contractor will have sole responsibility and judgment in all matters of medical, mental health and dental. The Contractor will have primary, but not exclusive responsibility for the identification, care and treatment of inmates requiring medical care who are "security risks" or who present a danger to themselves and/or others. On matters of mutual concern, the Montgomery County Jail staff will support, assist and cooperate with the

Contractor, and the Contractor will support, assist and cooperate with the Montgomery County Jail staff, or other County Officials, whose decisions in any non-medical matter shall be final. Any decisions involving medical, mental health or dental are the sole responsibility of the Contractor, while maintaining an open dialog with Sheriff's Office staff regarding on-site and off-site care.

GENERAL REQUIREMENTS

INSURANCE

The Contractor will be responsible for maintaining General Liability insurance with a limit of not less than \$1,000,000 each occurrence and a \$3,000,000 annual aggregate limit. Such insurance will include the County, its officials, officers, and employees as insured with respect to performance of services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insured.

The Contractor will also maintain Medical Professional Liability insurance with a limit not less than 1,000,000 per claim and \$3,000,000 in the aggregate annually. Such insurance shall protect the Contractor, his agents, representatives, employees, subcontractors, and sub-subcontractors while performing medical services associated with this agreement. If required by the insurance company, separate policies may be issued for certain classes of employees or subcontractors, but the separate policies shall have the same per claim and aggregate limits, and certificates evidencing this coverage shall be reported to County in the same manner as the Contractor's certificates.

The Contractor will provide proof of Workers' Compensation insurance for all of its employees. Contractor shall furnish the County with certificates of insurance which shall clearly evidence all insurance required in this section. Contractor agrees that such insurance will not be cancelled, allowed to expire or be materially reduced in coverage except with a 10 days prior written notice to the County. Failure to maintain such insurance shall be grounds for immediate termination of this contract. The County shall be named as an additional insured on all such policies, and evidence of same shall be provided to the County at all times during the term of any contract awarded.

The County is amenable to contractor indemnification of the County but knows that is sometimes included or excluded from the agreement with each party bearing their own risks and responsibility for their own conduct. Therefore, the County will consider responses with or without clear indemnity language and rights and duties. If indemnity is provided by the Contractor, to the County, separate approved counsel may be required for each entity, the County and the Contractor and must be acceptable to the County.

If indemnity is provided by the Contractor to the County this is suggested language:

Contractor agrees to indemnify and hold harmless the County its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of Contractor, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. The County agrees to promptly notify Contractor in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The County agrees that Contractor's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to Contractor as set forth above. Upon written notice of claim, Contractor shall take all steps necessary to

promptly defend and protect the County from an indemnified claim, including retention of defense counsel, and Contractor shall retain sole control of the defense while the action is pending, to the extent allowed by law. Separate Counsel will be provided to the County and the Contractor as approved by the County.

RECRUITMENT

Contractor must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications of this contract. All medical staff providing services under this contract must be licensed, certified or registered to practice in the State of Tennessee.

All solicitations or advertisements for employees will state that the Agency is an equal opportunity employer.

The Contractor will agree that the County be consulted in the selection and/or appointment of key staff assigned to the jail. Key staff includes, but not limited to site administrator, lead nursing supervisor, physician, psychiatrist, etc.

SCOPE OF GENERAL SERVICES

The responsibility of the Contractor is to provide medical care for inmates commencing with the booking and physical placement of the inmates into the Jail. The Contractor shall provide on a regular basis, at its own cost, all professional staffing as outlined in minimum standards of staffing. The Contractor staff will perform regularly scheduled sick calls and provide nursing care, medical records management, pharmaceutical administration, and other services to include but not limited to the specifics outlined in this RFP. All of the objectives require adequate care as required by law is maintained.

Specialty Care: Where specialty care is required and cannot be rendered at the Jail, the Contractor will make arrangements with the County for transportation of the inmates. The Contractor will be responsible for making the appointment for these specialty care services. For example, Obstetrics, Heart Specialist, and other related services. **Emergency/Urgent Services:** The Contractor shall arrange for emergency medical care through Emergency or secure transportation providers in the County example, 911, EMS, or Deputy.

Inmates outside the Facilities: Health care services are intended only for those inmates in the actual physical custody of the Montgomery County Jail. No other person(s) shall be the responsibility of the Contractor, nor shall such person(s) be included in the daily population count.

Billing for off-site medical: Inmates receiving care from an off-site provider will present a notice to the provider that directs bills to a third party administrator.

MEDICAL SCREENING

Medical screening of inmates will be completed by medical staff within 8 hours of inmate being admitted to the Montgomery County Jail. Exception; for immediate evaluation and screening for arrestee entering booking with a complaint of injury or visible injury. The evaluation and screening will determine if the arrestee will be accepted into the facility. If treatment is needed, the Montgomery County Jail may refuse to accept the arrestee, and the arresting agency shall have the responsibility to provide documentation of medical clearance from a treating Physician.

A health screening form must be filled out immediately upon evaluation. The screening must include but not limited to:

1. Any current illnesses and/or health problems including those specific to females
2. Medications taken and special health requirements, with any current Physicians
3. Screening of other health problems designated by the Physician
4. Notation of body deformities, trauma markings, bruises, lesions, eye movement, jaundice
5. Condition of skin, notes of any rashes and/or infestations
6. Behavioral observation, including state of consciousness and mental status
7. Disposition, include personal insurance and other medical benefits
8. Assessment of suicidal risk
9. Document referral of detainees to qualified medical personnel for emergency treatment
10. Notation of personal physician and any medical needs

A health physical, including a physical examination by qualified health personnel will be given within 14 days, and in accordance with the Tennessee Corrections Institute (TCI) standards, after admission to the Montgomery County Jail. Contractor may propose a shorter timeline for the history and physical. Any abnormal results from the history and physical will be reviewed by the physician for appropriate care.

INMATE WORKERS

All inmate workers must be screened for medical clearance prior to being placed in the assignment. Any testing necessary must be completed within 72 hours from the time the Montgomery County Jail staff forward the paperwork to the medical staff. The medical clearance for each detainee worker must include the following:

1. Past medical history, including communicable diseases, heart problems, respiratory problems, allergies, and/or back problems
2. Current vital signs
3. General examination of current physical and mental condition
4. Questions for any signs of current symptoms of illness
5. Current test for tuberculosis, hepatitis, and HIV
6. Current test for venereal disease

NURSING SERVICES

Nursing services will be performed on a daily basis.

1. Triaging of Complaints
 - Daily triaging of health complaints from inmates will be performed according to the following:
 - Medical staff will solicit and act upon all complaints from inmates with referrals to the appropriate healthcare providers as indicated
 - Physicians will determine the appropriate triage mechanism to be utilized for each specific complaint

2. Sick Call
 - Sick call providing routine triage and treatment of minor health problems will be performed daily. Detainees with a custody status that prevents them to attend a sick call visit must have the appropriate care provided to them at their place of confinement.

HOSPITALIZATION

There are times when inmates may require hospitalization due to illness or injury. The Contractor will be responsible in making arrangements for these services. Montgomery County prefers the local hospital be utilized, all of the objectives require adequate care as required by law is maintained.

DENTAL CARE

Basic dental care will be provided to all inmates. The Contractor is responsible for arranging for dental care for the inmates. The Montgomery County Jail prefers a Dentist visit the jail, and use a portable dental unit. All of the objectives require adequate care as required by law is maintained.

PHARMACEUTICALS

The Contractor will arrange for prescription and over the counter medications for the inmates. All medications will be given by the nurse with security provided by the Montgomery County Jail. All controlled substances, needles, syringes and any surgical instruments will be stored under secured conditions.

SPECIAL MEDICAL CONDITIONS

Inmates with special medical conditions may require close medical supervision. This includes chronic and convalescent care. Treatment plans should be developed by the physician and should include written directions to all healthcare and other personnel regarding their roles in the care of the inmate.

MEDICAL RECORDS

The County owns CorEMR, an electronic medical record program (EMR); and prefers the successful bidder use the same EMR. Provider must document Medical Records. All medical records must be kept up to date at all times on each inmate within the facility. This record will be present at every health encounter and available to be forwarded to the appropriate facility in the event of transfer. All medical, mental

health and dental records should be completed by nurses or a medical records clerk. All rights concerning the confidentiality of medical records must be followed at all times. Medical records shall be the property of Montgomery County.

DETOXIFICATION PROGRAM

Detoxification from alcohol, opiates, hypnotics, and other stimulants shall be conducted under medical supervision in accordance with local, state, and federal laws. When performed at the facility, detoxification shall be prescribed in accordance with clinical protocols approved by the health authority. Specific criteria shall be established for referring symptomatic inmates suffering from withdrawal or intoxication for more specialized care at a hospital or detoxification center.

COMMUNICABLE DISEASES

It is important for the Montgomery County Jail to work with the local health department in reporting communicable diseases. The Contractor will work with the Health Department to provide appropriate counseling and treatment to the inmate.

MEDICAL CARE

The Contractor will identify the need, schedule and coordinate for any emergency and non-emergency medical care rendered to detainees inside or outside the facility. In the case of an emergency, Contractor will administer emergency medical care at the facility to any Montgomery County Employee or visitor until EMS arrival.

INPATIENT HOSPITALIZATION

In the case that inpatient hospitalization is required for an inmate; the Contractor will identify the need, and schedule and coordinate for the hospitalization. This also includes making emergency arrangements for EMS if needed. Montgomery County would prefer the Contractor physician have privileges or authority to consult in the diagnosis, review or oversee treatment and discharge.

DISEASE MANAGEMENT

Chronic care program for all inmates with chronic diagnosis.

MENTAL HEALTH SERVICES

Weekly Mental Health Services, under the care of a qualified mental health professional, are required by the Montgomery County Jail. The program is based on documented policies and procedures addressing the provision of mental health services to include inmate assessment and evaluation, suicide prevention, special needs treatment plans, referrals for care, on-going care and discharge planning.

ON-CALL SERVICES

Provide a 24-hour on-call Physician, able to assist medical staff on inmate health concerns over the phone or by live (real time) internet video consultation.

REPORTING

Reports will be made available to the County on a monthly basis with regard to medical, dental, and specialty service claims paid, negotiated savings, contract fees and monthly amounts spent for pharmacy, labs, supplies and staffing. Reports shall be consistent with daily statistics required by NCCHC. Contractor agrees to include in its reports any other statistical data requested by the County related to services provided by Contractor pursuant to the contract with the County.

CONTRACT MONITORING

The Sheriff, Chief Deputy, Jail Administrator, and the County Risk Consultant, retain the right of access to all data and records as deemed necessary to monitor the contract services. A sample data report should be submitted with the proposal.

GENERAL

The Montgomery County Jail will provide adequate office and medical space. The County will be responsible for providing maintenance and housekeeping for this area.

CONTINUOUS QUALITY IMPROVEMENT (CQI)

The Contractor shall institute a CQI program, which may include but not be limited to audit and medical chart review procedures.

COMPUTERS AND PHONES

A computer will be supplied by the Montgomery County Jail for the Contractor's use. A phone, phone service, (excluding long distance service) and internet service will be provided by the County. Internet service, as well as the computer provided by the County will have security restrictions, to comply with system security procedures.

MAINTENANCE AND REPLENISHMENT OF EQUIPMENT

Except for the equipment and instruments owned by the County at the inception of the contract, any equipment or instruments required by the Contractor during the term of the contract shall be purchased by the Contractor at its own cost. At the end of this contract, or upon termination, the County will be entitled to purchase any equipment and/or instruments at an amount mutually agreed upon by the parties.

STAFFING

Staffing plan will include 24 hours per day, 7 days per week coverage. A 24/7 staffing model is typical for facilities housing a similar size inmate population. A 24/7 staffing model, will increase coverage, and the facility should realize long-term savings in the form of reduced off-site care and a higher identification and treatment level for patients who present with chronic health issues. The following staffing template identifies possible shift schedules to include the level(s) of providers and support staff to provide the most effective and cost efficient delivery of inmate medical services. The County will consider any alternate staffing proposals submitted to maximize the services provided with the most cost-efficient plan. The RFP response shall include salary ranges for each provider listed on the staffing proposal. The contractor shall make every reasonable effort to fully staff all contracted positions. Staffing reports will be reviewed

JAIL INFORMATION

The Montgomery County Jail has 736 beds where inmates are housed. The average daily population (DAP) for the last 12 months is 404 inmates. The average daily housed population shall not include inmates serving weekends, those posting bail within 48 hours, or those serving a voluntary sentence. If an inmate is not required to have a health screening or the sentence is less than 14 days and a physical examination is not required, the inmate shall not be counted on the average daily housed population. Inmates serving weekends report on a voluntary agreement with the court and can be denied entry or released early in the event they report to the jail sick or become ill after entry. Inmates serving weekends are required to bring their own medication and proof of prescription with no cost to the Contractor or the County. However, inmates not included in the housed population, that require medical treatment or sick call, shall be included in the average daily housed population. Montgomery County maintains a separate facility referred to as the Workhouse for off-site program inmate training. No inmates are housed at the Workhouse.

MEDICAL WASTE

The Contractor will be responsible for the prompt removal and disposal of any and all medical waste from the Montgomery County Jail, to include items used according to universal precautions, ex. protective mask, gloves, gowns, shoe covers, etc.. The Contractor will ensure removal and disposal, or that of a contracted service will comply with all medical waste laws, regulations, and standards both state and federal. The Contractor will review, inspect, and exercise the removal and disposal of medical waste to comply with The Medical Waste Management Act (MWMA).

MANDATORY BLOOD COLLECTION

Contractor will provide service to the Montgomery County Sheriff's Office, for mandatory blood collection in compliance with Tennessee state law. The County prefers the contractor to negotiate with Montgomery County to provide the service to other law enforcement agencies. A written agreement shall be approved with other agencies, at a reasonable fee shared by the Contractor and Montgomery County. The contractor will bill and collect the fee from the appropriate agency for services rendered.