

**SERIAL 06031 RFP OUTSIDE AUDIT, ACCOUNTING AND CONSULTING SERVICES
(MARCER HUMAN RESOURCES – Contract)**

DATE OF LAST REVISION: October 31, 2007 CONTRACT END DATE: July 31, 2009

CONTRACT PERIOD THROUGH JULY 31, 2009

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **OUTSIDE AUDIT, ACCOUNTING AND CONSULTING SERVICES –
PUBLIC POLICY, STRATEGIC PLANNING AND HEALTHCARE)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 26, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
Shawn Nau, Health Care Mandates
Materials Management

(Please remove Serial 01012-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 06031-RFP

This Contract is entered into this 19th day of April, 2007 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Mercer Health & Benefits ("Contractor") for the purchase of Outside Audit, Accounting and Consulting services - Public Policy, Strategic Planning and Healthcare.

1.0 TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of August, 2006 and ending the 31st day of July, 2009.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

2.3 INVOICES AND PAYMENTS:

- 2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - 2.3.1.1 Company name, address and contact
 - 2.3.1.2 County bill-to name and contact information
 - 2.3.1.3 Contract Serial Number
 - 2.3.1.4 County purchase order number
 - 2.3.1.5 Invoice number and date
 - 2.3.1.6 Payment terms
 - 2.3.1.7 Date of service or delivery
 - 2.3.1.8 Quantity (number of days or weeks)
 - 2.3.1.9 Contract Item number(s)

- 2.3.1.10 Description of Purchase (product or services)
- 2.3.1.11 Pricing per unit of purchase
- 2.3.1.12 Freight (if applicable)
- 2.3.1.13 Extended price
- 2.3.1.14 Mileage w/rate (if applicable)
- 2.3.1.15 Arrival and completion time (if applicable)
- 2.3.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES:

- 3.1 The Contractor shall perform all duties stated in Exhibit "B."
- 3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS:

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all demands, proceedings, suits, actions, claims, damages, losses and expenses (including reasonable attorneys fees) to the extent proximately caused by the negligent acts or omissions, intentional misconduct, errors or mistakes of Contractor, its subcontractors and employees in the performance of services under the Contract; provided, that Contractor should not be liable for such damages or claims resulting from the negligent acts or omissions or intentional misconduct of the County, its agents, representatives, officers, directors, officials or employees.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do

business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of relevant excerpts of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such relevant excerpts of policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

4.2.5 Certificates of Insurance.

4.2.5.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County thirty (30) days prior to the expiration date.

4.2.5.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, ~~or~~ materially changed, or have coverage reduced without thirty (30) days prior written notice to the County.

4.3 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a MasterCard Procurement Card, to place and make payment for orders under the Contract.

4.4 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County at its option, to utilize the Internet to place orders under this Contract.

4.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Mercer Health & Benefits
Attn: Sam Espinosa
3131 East Camelback Road, Suite 300
Phoenix, Arizona 85016-4536
Telephone: 602.522.6500
Facsimile: 602.957.9573
E-mail: sam.espinosa@mercerc.com

4.6 REQUIREMENTS CONTRACT:

4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

4.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.6.3 Purchase orders shall be cancelled in writing.

4.7 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract in whole or in part at any time with thirty (30) days written notice, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor exclusively and specifically for the County under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 TERMINATION FOR DEFAULT:

- 4.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide thirty (30) days written notice to Contractor, identifying the deficiencies in Contractor's performance or other material provision, allowing Contractor, within those thirty (30) days, to cure the deficient performance. If Contractor fails to cure the deficient performance within the thirty (30) day cure period, the Contract shall be terminated.
- 4.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor exclusively and specifically for the County under the Contract shall become the property of and be delivered to the County on demand.
- 4.9.3 The County may, upon termination of this Contract, procure, through its standard procurement process, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 4.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract. Provided that before the County can make such an offset, it must have provided the Contractor written notice of the breach or deficiency, after receipt of which, the Contractor failed to cure the breach or default within thirty (30) days.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.14 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. Any such audit would be conducted during normal business hours, and, if conducted on Contractor's premises, be subject to the execution of a mutually acceptable confidentiality agreement. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If upon completion of an audit, the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.17 ALTERNATIVE DISPUTE RESOLUTION:

4.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.17.1.1 Render a decision;

4.17.1.2 Notify the parties that the exhibits are available for retrieval; and

4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing

party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.19 RIGHTS IN DATA:

The County shall own and have the use of all data and reports developed exclusively and specifically for the County under this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.21 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.22 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

4.22.1 Exhibit A, Pricing.

4.22.2 Exhibit B, Scope of Work

5.22.3 Exhibit C, Materials Management Contractor Travel and Per Diem Policy

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A
PRICING**

**SERIAL 06031-RFP, OUTSIDE AUDIT, ACCOUNTING AND CONSULTING SERVICES -
PUBLIC POLICY, STRATEGIC PLANNING AND HEALTHCARE**

PRICING SHEET: B0605764 / NIGP 91804

RESPONDENT NAME:	MERCER HEALTH & BENEFITS
VENDOR # :	W000001233 X
RESPONDENT ADDRESS:	3131 E. CAMELBACK ROAD, SUITE 300 PHOENIX, ARIZONA 85016
RESPONDENT PHONE #:	602.522.6500
RESPONDENT FAX #:	602.957.9573
COMPANY WEB SITE:	www.mercer.com
COMPANY CONTACT (REP):	SAM ESPINOSA
E-MAIL ADDRESS (REP):	sam.espinose@mercer.com

CONTRACTOR DOES NOT ACCEPT PROCUREMENT CARD

CONTRACTOR DOES NOT HAVE INTERNET ORDERING CAPABILITY

OTHER GOVERNMENT AGENCIES MAY USE THIS CONTRACT

PAYMENT TERMS: NET 30 DAYS

THERE WILL BE NO M/WBE PARTICIPATION

ITEM DESCRIPTION	HOURLY RATE
1.0 Labor Classifications	
1.1 Partner / Director	\$425.00
1.2 Senior Manager	\$400.00
1.3 Manager	\$375.00
1.4 Senior Consultant / Audit Senior	\$350.00
1.5 Consultant	\$325.00
1.6 Associate Consultant / Audit Assistant	\$250.00
1.7 Business Analyst	\$200.00
1.8 Administrative Assistant	\$85.00

3.0 Travel

Travel shall be capped at 15 % of each project price. Travel cap will be established in each Contractor response for each project assignment proposal.

EXHIBIT B

SCOPE OF WORK

**OUTSIDE AUDIT, ACCOUNTING AND CONSULTING SERVICES - PUBLIC POLICY,
STRATEGIC PLANNING AND HEALTHCARE**

1.0 CONTRACTOR RESPONSIBILITIES:

- 1.1 Perform evaluations of County public policy, strategic planning and healthcare-related operations; recommend performance improvement and corrective actions; and provide assistance in implementing performance improvements and corrective actions.
- 1.2 Evaluate Maricopa County departmental budgets relating to the delivery and management of key areas including public health, correctional health, and other health care related services provided to the public and county employees.
- 1.3 Perform limited reviews of financial statements of operations in order to issue a management letter/special report, which includes monitoring Government Accounting Standards Board (GASB) standards for compliance. This management letter must contain descriptions of any weakness in internal control structure, and recommendations for financial and program management improvements.
- 1.4 Perform other public policy, strategic planning and healthcare-related auditing, accounting, and consulting services as required. This may include related forensic IT services, including imaging, data recovery and analysis, installation of necessary software, assessment of the department's information technology environment, and the provision of strategic consulting to departments
- 1.5 Perform in-depth evaluations of County departmental budgets relating to the delivery and management of services provided to the public and county employees, as well as reviews and analyses of current financial positions.
- 1.6 Define any critical fiscal and/or performance issues which arise during any audits, accounting or consulting services and make recommendations for resolution.

2.0 PROJECT LENGTH/DOLLAR LIMITATION:

Projects assigned under this Contract shall not exceed twelve (12) months in duration, nor shall any project exceed \$500,000 in total value without express, written approval by the Procurement Officer for this Contract.

3.0 PROJECT ASSIGNMENT:

Projects under this Contract shall be assigned through a competitive process involving at least three (3) awarded contractors, if possible. The County department requiring services will provide a Statement of Work/Scope of Work to the Procurement Officer, who will in turn provide copies to selected contractors, who will then submit proposals to the Procurement Officer to complete the project. Proposals shall contain detailed proposal on how the project will be completed and shall contain a price proposal using the prices contained in their respective contracts.

4.0 PROJECT SCHEDULE:

Prior to commencement of any work or project, a schedule indicating the dates by which the work is to be completed will be agreed upon. This will include a schedule of periodic updates. Close adherence to this mutually agreed upon schedule will be incumbent upon both parties. Projects shall not exceed twelve (12) months in duration, nor shall any project exceed \$500,000 in total value.

5.0 ACCEPTANCE:

Upon completion of any audit, accounting or consulting assignment, the Contractor's work shall be deemed accepted if, Contractor's work has not been returned by customer for additional information, correction or revision.

6.0 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

7.0 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

8.0 CONTRACTOR TRAVEL:

When requested and approved, in writing, from the County department for whom services are being provided to perform work that requires overnight accommodations or travel, the Contractor shall be bound and reimbursed by the policies and rates specified in Exhibit C, Contractor Travel and Per Diem Policy. The Contractor shall itemize all per diem and lodging charges and provide receipts for expenses in excess of \$25.00 with the next invoice for services. Non-reimbursable travel costs will not be reimbursed to the Contractor.

EXHIBIT C

CONTRACTOR TRAVEL AND PER DIEM POLICY

**OUTSIDE AUDIT, ACCOUNTING AND CONSULTING SERVICES - PUBLIC POLICY,
STRATEGIC PLANNING AND HEALTHCARE**

1. All contract-related travel shall be prior-approved by County.
2. Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC
3. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
5. Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.
6. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.
7. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

MERCER HUMAN RESOURCES CONSULTING, 3131 EAST CAMELBACK ROAD SUITE 300,
PHOENIX, AZ 85016-4536

PRICING SHEET: 9180405

Terms:	NET 30
Vendor Number:	W000001233 X
Telephone Number:	602/522-6500
Fax Number:	602/957-9573
Contact Person:	Sam Espinosa
E-mail Address:	sam.espinosa@mercer.com
Company Web Site:	www.mercer.com
Contract Period:	To cover the period ending July 31, 2009.