



CONSULTING SERVICES AGREEMENT

This Agreement is entered into between Milliman, Inc. (Milliman) and Collin County (Client) as of _____. Client has engaged Milliman to perform various actuarial and management consulting services. In consideration for Milliman agreeing to perform these services, Client agrees as follows.

1. **BILLING TERMS.** Client acknowledges the obligation to pay Milliman for services rendered, whether arising from Client's request or otherwise necessary as a result of this engagement, at Milliman's standard hourly billing rates, unless another fee arrangement is agreed in writing, plus all out-of-pocket expenses incurred. Milliman will bill Client periodically for services rendered and expenses incurred. Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Chapter 2251. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.
2. **TOOL DEVELOPMENT.** Milliman shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by Milliman or developed during the course of the provision of the Services provided such generic documents or templates do not contain any Client Confidential Information or proprietary data. Rights and ownership by Milliman of original technical designs, methods, ideas, concepts, know-how, and techniques shall not extend to or include all or any part of Client's proprietary data or Client Confidential Information. To the extent that Milliman may include in the materials any pre-existing Milliman proprietary information or other protected Milliman materials, Milliman agrees that Client shall be deemed to have a fully paid up license to make copies of the Milliman owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the Client without the written permission of Milliman.
3. **LIMITATION OF LIABILITY.** THE PARTIES AGREE THAT MILLIMAN, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO CLIENT, UNDER ANY THEORY OF LAW INCLUDING NEGLIGENCE, TORT, BREACH OF CONTRACT OR OTHERWISE, FOR ANY DAMAGES IN EXCESS OF 3 TIMES THE PROFESSIONAL FEES PAID TO MILLIMAN WITH RESPECT TO THE WORK IN QUESTION. IN NO EVENT SHALL MILLIMAN BE LIABLE FOR LOST PROFITS OF CLIENT OR ANY OTHER TYPE OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY IN THE EVENT OF THE INTENTIONAL FRAUD OR WILLFUL MISCONDUCT OF MILLIMAN.
4. **DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Client, the parties agree to work in good faith to resolve all disputes and claims arising out of or relating to this Agreement, the parties' performance under it, or its breach.



All disputes not successfully resolved (as determined at any time by either party in its sole discretion) under the foregoing informal procedures, shall be submitted for resolution by non-binding mediation within 30 days after a party's receipt of notice from the other party requesting mediation (the "Mediation Request Date"). Either party may submit the dispute for such mediation. Unless otherwise agreed in writing by the parties, costs of the mediation shall be divided between the parties equally, and each party shall bear its own costs of preparation and representation at the mediation. The mediation shall be held in Collin County, Texas. If the parties are unable to resolve their dispute by mediation within 45 days after the Mediation Request Date, either party may exercise all rights available at law or in equity. In the event of litigation each party waives any right to a trial by jury. The execution of this agreement shall impose no personal liability on the directors, officers or employees of either party and in the event of breach, non-performance or other default, the parties agree not to seek personal judgment against the officers, directors or employees of the other but to look to the assets of the Client or Milliman respectively, for satisfaction of any claim hereunder.

5. **CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of Texas without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
6. **NO THIRD PARTY DISTRIBUTION.** Milliman's work is prepared solely for the internal business use of Client. Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.
7. **CONFIDENTIALITY.** Any information received from Client will be considered "Confidential Information." However, information received from Client will not be considered Confidential Information if (a) the information is or comes to be generally available to the public during the course of Milliman's work, (b) the information was independently developed by Milliman without resort to information from the Client, or (c) Milliman appropriately receives the information from another source who is not under an obligation of confidentiality to Client. Milliman agrees that Confidential Information shall not be disclosed to any third party.

These terms and conditions shall apply to all subsequent engagements of Milliman by Client unless expressly disclaimed in writing by both parties prior to the beginning of the engagement.

MILLIMAN, INC.

CLIENT

By: _____

By: _____

Name: Charles C. Pearl, Jr.

Name: _____

Title: Principal

Title: _____

Date: _____

Date: _____