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CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of July 2008 by and between Straight Talk Clinic, Inc., hereinafter referred to as "Consultant," and the Anaheim Union High School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in student support, counseling, or referral matters; and

WHEREAS, the superintendent of the District has examined the abilities of employees of the District; and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY CONSULTANT:

Straight Talk, Inc. will provide recruitment, training, and supervision of counselors for the District. Such services will be provided in 21 schools for a maximum of 1923 hours. Services provided will include counseling for staff and students at risk for truancy, drugs, violence, alcohol and tobacco use.

2. The Consultant will commence providing services under this Agreement on October 13, 2008 and will diligently perform as required and complete the performance of said services by June 12, 2009. The Consultant will perform said services as an independent calling and not as an employee for the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means by which such is to be accomplished.

3. The District will prepare and furnish to the Consultant upon request such information as is reasonably necessary to the performance of the Consultant to this agreement.

4. Each Consultant will have a background check including criminal record and fingerprinting prior to beginning counseling services in the Anaheim Union High School District.

5. Upon mutual agreement, the following amendments are being incorporated into this contract:

- (a) Parents have the right to know issues being discussed in counseling sessions.
- (b) The elementary principal is the local contact person. Referrals for counseling are processed through the principal or designee/ gatekeeper.
- (c) If further or more intense family counseling is needed, the parent will have a variety of agencies from which to choose.
- (d) Periodic scheduled district meetings are held to review programs, discuss, and resolve concerns.
- (e) Bilingual interns will be utilized when possible.

6. The District shall pay the Consultant the amount of \$26.00 per hour, not to exceed \$ 50,000.00 , which provides for three (3) hours of services per week for all 21 District schools Payment(s) shall be made monthly in arrears for services provided no later than thirty (30) days after the last day of service provided. Payment shall be made payable to Straight Talk Clinic, Inc. pursuant to this AGREEMENT.

7. The District may at any time and for any reason terminate this AGREEMENT and compensate Consultant for services rendered to the date of termination. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

8. Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant for any person, firm, or corporation employed by the Consultant upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, agents, or employees.

(b) Any injury to or death of any persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, agents, or employees.

(c) Contractor shall name the District as additional insured with respect to the operations of the named insured performed under contract with the District. This insurance shall not be canceled, limited, or non-renewed until after thirty (30) days written notice has been given to the District.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

9. This AGREEMENT is not assignable without the written consent of the parties hereto.

10. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.

11. Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CONSULTANT:

DISTRICT:

STRAIGHT TALK, INC.

Anaheim Union High School District

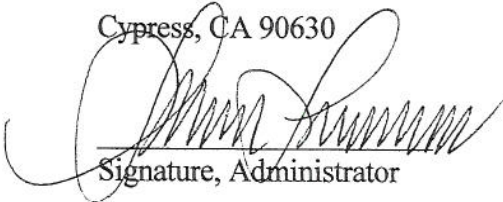
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Anaheim, CA 92803-3520


Signature, Administrator

Signature

23-7134097

Federal I. D. Number

(714) 828-2000

Telephone

Telephone

7/2/08
Date

Date