CONSULTING SERVICES AGREEMENT

The CONSULTING SERVICES AGREEMENT, hereinafter referred to as "Agreement" is between Sacramento City Unified School District hereinafter referred to as "Client" and Intercare Insurance Solutions, hereinafter as referred to as "Consultant."

WHEREAS, Client wishes to engage Consultant to provide the services described herein in accordance with the terms and conditions contained in this Agreement;

2. DISCLOSURE AND RECORD KEEPING

2.1. **Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's employee benefits program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's employee benefits program.

2.2. **Record Keeping.** Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or Client in accordance with industry standard record retention practice or as otherwise

3.1. **Term** – The term of this Agreement shall be for three years, commencing on July 1, 2007 and ending June 30, 2010.

3.2. **Termination** – The Agreement may be terminated after June 30, 2009 by either party only as follows:

3.2.1. Effective upon thirty (60) days advance written notice to the other party stating that such other party is in material breach of any of the provisions

Intercare Insurance Solutions

Michael J. Barone
_____
Name

7/26/07

President
_____
Title

Sacramento City Unified School District

Tom Barentson
_____
Name

7/26/07
_____
Signature   Date

_____
Title

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide, subject to the terms of this Agreement, the following

EXHIBIT B

CONSULTING FEES - COMMISSIONS