

FamilyLight SM

A service of Thomas J. Croke & Associates, Inc.

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SERVICE AGREEMENT

1. I/we _____ have engaged FamilyLight, a service of Thomas J. Croke and Associates, Inc. for consultation (hereinafter referred to as FamilyLight). The term of this agreement shall be for six(6) months, commencing on

_____ and shall continue until _____.
Home Visit Date - month/day/year *month/day/year*

We understand that FamilyLight reserves the right to change the Home Visit date if severe weather, accident, illness, airline scheduling changes, or other event impedes traveling for the agreed-upon date. FamilyLight will notify us of such changes at its earliest reasonable opportunity.

2. Consultation referenced above is to assist me/us in developing and implementing a strategic plan to meet the needs of the person named below:

(Please insert young person's full name and date of birth).

3. The presenting problem that I/we expect FamilyLight to help us address is as follows:

4. We understand that _____, employed by or contracted with FamilyLight, will be our consultant.

5. (Domestic USA only). I/we understand this service includes a visit to our home or other mutually agreed upon location by the consultant representing FamilyLight. This visit will be described in the FamilyLight information packet. I/we agree to read that information carefully and follow its guidelines. The Home Visit will include at least five hours of time focused on the issues of this Service Agreement. Except for the Home Visit, unless later agreed to the contrary, all services will be by phone, fax, email, mail, and other appropriate forms of long distance communication. I/We understand that in order to have a productive Home Visit, it may be necessary for us to purchase first class fares on longer flights for the consultant. Under most circumstances, the consultant is entitled to complimentary upgrades to domestic first class accommodations on airline tickets purchased at coach fares, including deeply

discounted coach tickets; the consultant will always attempt to secure complimentary upgrades when first class travel is necessary.

6. (International – Non USA only) I/we understand that FamilyLight usually cannot legally render service outside the USA without securing a Business Visa in the country where services would be rendered. Accordingly all services described in this agreement except those listed in #5 above will be rendered from within the USA, and communication with us shall be by fax, phone, and/or email. We understand that FamilyLight cannot render services effectively without the opportunity to personally meet the family as would normally occur in fulfillment of #5 above. Therefore we understand that these services will be adequately effective if we invite the consultant named in #4 above to visit as our guest. Overnight accommodations would normally be in a hotel nearby, and local transportation will be provided. FamilyLight will make time available for this visit. I/we understand that in order to have a productive visit in a short time, it is usually necessary to book Business Class or equivalent accommodations in traveling by air to international destinations.

7. I/we understand this Home Visit will occur in

_____ (city) _____ (state/Province) _____ (country if not US)

The consultant's point of origin will be _____.

8. For services described herein, I/we agree to pay a fee of \$_____.

- During the time this agreement is in effect, I /we understand that FamilyLight will not charge more than \$_____ for any additional day of in-person interaction as may be indicated, if I/we request and authorize additional service outside the scope of the original agreement.

- Additional charges will include the following:

_____ Overnight accommodations _____ Night(s)

_____ Roundtrip Airfare (*Please see item 9-d below)

From _____ To _____

_____ Car rental _____ Day(s)

_____ Mileage/gasoline

_____ Parking/tolls

_____ Meals, not to exceed a daily rate of _____

The following terms are defined for purposes of this agreement:

“Overnight accommodations” means a room in a comfortable, clean and secure hotel including tax, parking charges and any hotel-imposed telephone charges or markups for use of services while a guest at the hotel.

“Airfare” includes all necessary charges required to board and be transported on an airplane, including but not limited to base fare, taxes, airport charges, customs fees, and departure taxes.

9. I/we understand that payment is rendered to FamilyLight at the beginning of the service period or at the appropriate times as defined in this agreement. All payments must be made in US funds and delivered to the Greensburg, PA, office of FamilyLight, subject to conditions listed below:
 - a. Payment of fees for services of Thomas J. Croke and Associates, Inc. must be made in advance of the home visit by check, credit card, or wire transfer. A 5% discount from the required fee will be allowed when total fee is received at the Greensburg, PA, office of Thomas J. Croke and Associates, Inc., *by valid check or wire transfer* which has cleared the bank prior to the Home Visit.
 - b. When the Home Visit occurs in the USA, arrangements can usually be made to render payment by check at the time of the Home Visit, although the 5% discount will not apply.
 - c. When the client is not in the USA, all payments must be completed in advance of the Home Visit. FamilyLight cannot collect fees in another country. Also phone and fax charges at international rates will be billed to the client.
 - d. If air travel is involved, tickets must be purchased and paid for by the client in advance of travel. Unless special arrangements are made to the contrary, those tickets must be paid for by credit card transaction in which the client deals directly with the travel agent designated by FamilyLight. All airline tickets are subject to a travel agent fee. See *Checklist for the Home Visit* for details.
 - e. Other travel expenses will be billed after the Home Visit. Hotel, car rental, parking, and meals are a dollar-for-dollar reimbursement. Travel expenses may be paid by check, wire transfer, or credit card, but if by credit card, a service fee – in the amount Thomas J. Croke & Associates is charged – for processing will be added to the reimbursement charge.
 - f. Non-postponable phone calls that Thomas J. Croke is a party to – on the client's behalf – may incur additional charges, e.g. court testimony, attorney conferences, etc. Charges for such calls and their logistics will be determined on a case-by-case basis.
10. I/we understand that although FamilyLight is obligated to provide time and effort as is necessary to the fulfillment of this service agreement within the time limits stated, time expected and required of FamilyLight must be reasonable and within the stated purpose of the agreement. FamilyLight reserves the right to refuse to provide or to charge extra for what it deems to be excessive time for communication not truly necessary to the task as defined. FamilyLight is not expected to commit significant time to obtaining funding for services needed unless that is explicitly stated in #3 above and agreed to in advance by an officer of FamilyLight.
11. I/we understand that the term "assessment" refers to determination of needs based upon available records, consultations with clinicians, review of professional evaluation and diagnostics. I/we acknowledge that in no case does FamilyLight make diagnostic determinations, or render other evaluation results which depend upon the expertise of licensed or otherwise credentialed professionals. I/we realize that FamilyLight generally requires a psychological evaluation before making or finalizing a plan, a contract or a

placement, and may require other professional input at my/our expense. Even if the consultant assigned by FamilyLight is qualified to make clinical diagnostic assessments, I/we understand that is not done as part of the services of FamilyLight.

12. I/we understand that FamilyLight does not guarantee a successful placement and is in no case responsible for errors, acts, or omissions by any person, institution, service, or other entity, which FamilyLight recommends or to which it makes a referral. In consideration of services rendered, I/we release and hold forever harmless FamilyLight, its employees, contractors, associates, owners, investors, agents, assigns, from any liability claim in connection with these services, except that the corporation itself may be held accountable for willful negligence by a person rendering service under this agreement. I/we further agree to indemnify FamilyLight, a service of Thomas J. Croke and Associates, Inc., its employees, owners, investors, agents, assigns against any claims by the person named in #2 above along with claims by or on behalf of his/her heirs. In the case that referral for services is determined to be a valid obligation under this agreement, FamilyLight will extend the period of time of the agreement for the specific purpose of finding a workable referral.

13. I/we agree that all legal obligations and communications occur through the office of FamilyLight, a service of Thomas J. Croke and Associates, Inc. in Greensburg, PA. Any interpretation or dispute will be based upon the laws of the Commonwealth of Pennsylvania, which will be the venue for resolution of any legal dispute.

14. I/we affirm that all parties to legal and/or physical custody are signatories to this agreement, unless otherwise stated below, and that the parties below hold legal and physical custody, except as stated on the lines below. I/we affirm that the statement below includes reference to all non-signatory parties to custody and describes the nature of every person's or agency's participation in custody. I/we understand that FamilyLight may reject this agreement unless all parties to custody are signatory.

Statement of custody: (Please describe precisely your family situation, including legal and physical custody matters, if applicable.)

15. The following parties accept financial responsibility for this agreement:

Signature of parent or guardian

Date

Signature of parent or guardian

Date

16. The following parties accept all parts of this agreement but will not accept responsibility for payment of fees and expenses:

Signature of parent or guardian

Date

Signature of parent or guardian

Date

The following agent of FamilyLight accepts this agreement for FamilyLight:

Authorized agent of FamilyLight, a service of Thomas J. Croke and Associates, Inc.

Date