

FamilyLightSM

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

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SERVICE AGREEMENT

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

_____ and shall continue until _____.
month/day/year *month/day/year*

During that time, the FamilyLightSM consultant will advise me/us as we plan for the education and personal development of the person identified in item #2. I/We understand that this includes but is not limited to (a) referral to schools, treatment programs, intervention services and other services that would be of benefit to that person and/or to me/us as we act in that person's interest, (b) parent coaching, and (c) case management. I/We understand that this will include one day of travel for a Home Visit near the beginning of the term of this agreement and long distance communication as needed throughout the term of the agreement (except for clients not in the USA, see item #6 below).

2. Consultation referenced above is to assist me/us in planning for 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 FamilyLightSM to help me/us address is as follows:

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

5. (Domestic USA only). I/We understand this service includes a visit to my/our home or other mutually agreed upon location by the consultant representing FamilyLightSM. This visit will be described in the FamilyLightSM information packet. I/We agree to read that information carefully and follow its guidelines. The Home Visit will include approximately five hours 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.

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. I/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 I/we understand that these services will be adequately effective if I/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. FamilyLightsm 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 FamilyLightsm 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 Item 8 this agreement:

“Overnight accommodations” means a room in a comfortable, clean and secure hotel with broadband internet service. Room charges include tax, parking charges and any hotel-imposed telephone or internet charges or markups for use of services while a guest at the hotel. When available FamilyLightsm will use Hampton Inns, Hilton Garden Inns, or comparably priced hotels. Hilton Family of hotels is preferred over other hotels when available at competitive prices.

If airfare is a responsibility of clients then baggage fees are also.

9. I/We understand that payment is rendered to FamilyLightsm 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 FamilyLightsm, 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 start of services.
 - 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. FamilyLightsm 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 FamilyLightsm or by FamilyLightsm purchasing online. See *Checklist for the Home Visit* for details. Due to a back injury, airfare for consultant Thomas Croke must provide for a guaranteed aisle seat or first class or business class seat. Usually this need is met through accommodations for handicapped passengers, but if additional charges are necessary to meet this need, the client is responsible. Overseas travel may require Business class tickets on a major airline.
 - 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 or debit card, a service fee of 5% will be added to the reimbursement charge. This service fee for use of a credit card does not apply to payment of FamilyLightsm fees.
 - 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.
 - g. I/we understand and agree that once services begin, no refunds of fees will occur.
10. I/We understand that although FamilyLightsm 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 FamilyLightsm must be reasonable and within the stated purpose of the agreement. FamilyLightsm 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. FamilyLightsm 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 FamilyLightsm.
11. I/We understand that FamilyLightsm does not accept referral fees of any kind from the programs and resources to which it refers. I/We have been notified that FamilyLightsm is currently a consultant to Falcon Ridge Ranch in Virgin, Utah, and that the owners of that program also own Red Rock Canyon School, St. George, Utah. I/We understand that if

FamilyLightsm refers me/us or the person named in Item #2 above to any provider of service for which they have worked within the past five years, they will notify us of the relationship.

12. 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 FamilyLightsm make diagnostic determinations, or render other evaluation results which depend upon the expertise of licensed or otherwise credentialed professionals. I/We realize that FamilyLightsm 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 FamilyLightsm is qualified to make clinical diagnostic assessments, I/we understand that is not done as part of the services of FamilyLightsm.
13. I/We understand that FamilyLightsm 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 FamilyLightsm recommends or to which it makes a referral. In consideration of services rendered, I/we release and hold forever harmless FamilyLightsm, 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 FamilyLightsm, 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, FamilyLightsm will extend the time period of the agreement for the specific purpose of finding a workable referral.
14. I/We agree that all legal obligations and communications occur through the office of FamilyLightsm, 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.
15. 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 FamilyLightsm may reject this agreement unless all parties to custody are signatories.

Statement of custody: (Please describe precisely your family situation, including legal and physical custody matters, and visitation, if applicable.) We must know about any parent who has not had custody removed by court order, even if that person is not involved in your son's or daughter's life.

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

Signature of parent or guardian

Date

Signature of parent or guardian

Date

17. 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

18. The following agent of FamilyLightsm accepts this agreement for FamilyLightsm:

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

Date

[Rev. 5-9-10]