

## **Sample Order**

*This is a sample order meant to list essential elements for the court to include when ordering a family to attend the Overcoming Barriers Family Camp. Orders will be unique according to the particular dynamics of each family. Please contact us if there are remaining questions about what to include in an order.*

After hearing and review of the recommendations of the Court Appointed Child Custody evaluator [and/ or Parenting Coordinator or Stipulation of the parties or at the request of Petitioner/Respondent] the consideration of the Court's knowledge of the case file and family dynamics this court finds that because the child(ren) is/are resisting or refusing contact with a parent, a family systems approach is needed in this matter. Therefore this Court orders as follows:

1. The parties shall enroll in Overcoming Barriers (hereinafter OCB) Family Camp (hereinafter "Camp") from, July 6 until July 12, 2020, located at 473 Tatro Road, Starksboro, Vermont 05487. The parents shall contact OCB at [apply.ocb@gmail.com](mailto:apply.ocb@gmail.com) or (917)407-1166 within five (5) days of this order and shall commence the intake process. The parties shall use all reasonable efforts to ensure that all family or household members deemed necessary by OCB, specifically including but not limited to new spouses, grandparents, and any other person, participate in the intake process and attend camp, including the children,

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(hereinafter "Camp Participants")

2. The goals of the Camp are to begin the restoration of the coparenting and child-parent relationships, as well as to reduce conflict in the family.
3. In order to effectuate a successful intake process, both parties and any Camp Participants shall fully comply with the intake process as directed by OCB, including but not limited to signing releases of information to permit OCB to communicate with and to obtain information from any medical, mental health, educational or other third-party professionals who are treating, working with or have treated or worked with either party or any of the children or other Camp Participant.
4. The parties shall provide OCB with a copy of the most recent custody evaluation report (which shall be destroyed by OCB upon completion of the Family's involvement with OCB.) Third party professionals who have privileged information regarding the parties and/or the children shall be

authorized to speak with, and share such information with, OCB. Any such information shall remain privileged and may not be disclosed by OCB except to this court if it is necessary to explain the actions or recommendations of OCB or as may be authorized by further order of this Court. Releases of information shall be signed by adults and by represented child(ren), and/or the third party professionals appointed to waive or claim a therapeutic privilege on behalf of a child. [The Court herein appoints \_\_\_\_\_, as a special guardian/GAL/attorney for child to waive or claim a child's privilege.]

5. The parties shall fully comply with all OCB directives related to camp attendance once the family is accepted for participation in the program.
6. (Please see detailed information below on how to determine fees.) Based on the guidelines set by OCB for fees for Family Camp, it is determined that the parties shall pay \$\_\_\_\_\_ to OCB for Family Camp. Said fees shall be paid as set forth in paragraphs 7 and 8, below.
7. (We suggest that one parent be responsible for the intake fee in order to expedite the process) \_\_\_\_\_ shall pay 100 % of the cost of the intake process (\$1,000.00 per family.) Said payment shall be a credit against \_\_\_\_\_'s share of the OCB Family Camp fees as set forth in paragraph 8, below. All OCB fees are nonrefundable and must be paid in full in accordance with the schedule set by OCB.
8. Petitioner/Plaintiff shall pay \_\_\_\_% and Respondent/Defendant shall pay \_\_\_\_\_% of the cost of the Family Camp fees as set forth above, and all other reasonable and necessary costs, including but not limited to the intake fee described in paragraph 7, above, travel costs, associated with participating in the program. All OCB fees are nonrefundable and must be paid in full in accordance with the schedule set by OCB.
9. Camp is an intensive intervention that can promote rapid change. Follow-up to the camp intervention by a mental health professional is necessary. Therefore, prior to acceptance by OCB, the parties shall identify and agree upon a mental health expert who has expertise in family reunification with whom the family will meet prior to camp and will work with the family post camp (hereinafter "aftercare professional".) If they cannot agree, each party shall submit the names of three (3) professionals to this Court from whom the Court will select the aftercare professional with whom the family will work. Prior to attending Family Camp, the parties shall schedule an appointment with their aftercare professional within seven (7) days after

camp ends. The appointment shall not be postponed or cancelled by either party without the joint consent of both parties and/or prior order of court.

10. The parties shall fully participate in all aspects of Family Camp, including but not limited to pre-camp interventions, camp activities, camp processes and procedures, and development of after-care plans. Parties will use their best efforts to ensure that all Camp Participants engage in OCB and Family Camp activities as directed by OCB.
11. Within 14 days of acceptance a parent shall inform the child(ren) that they will be attending camp. If a parent is unable to do that, the court will. Counsel for the parents shall notify opposing counsel and this Court immediately if a parent is unable to so notify the children. It is understood that it is the policy of OCB that under no circumstances will a child(ren) attend camp without first being told by a parent or a court officer.
12. The aftercare plan and any other documentation provided to the parties by OCB staff shall be forwarded by OCB to the Court, the identified aftercare professionals, and the lawyers for the parties.
13. The parties shall sign any and all releases of information necessary so that information can be communicated between OCB and third party professionals and any and all aftercare professionals including successor aftercare professionals who work with or provide aftercare services to the family.
14. It has been determined that none of the members of OCB is a psychotherapist or counselor for either party, any of the children, any Camp Participant or the family.
15. Except as otherwise provided in this order, no communications between OCB, the family, Camp Participants and/or relevant professionals associated with any of those persons is privileged or confidential.
16. All Camp Participants shall arrive and leave at times and dates designated by OCB.
17. This matter shall be reviewed by the Court on \_\_\_\_\_ . At the review hearing the Court will consider whether or not to order that the child/ren shall spend a period of time (no less than one (1) week) with \_\_\_\_\_ (previously rejected parent) with no contact with the other parent.  
**(Note:** (1) It is important to provide a follow up court date within two (2) weeks of the end of camp and (every three or six months) at a status

conference in order to monitor the family's progress, and (2) If the Court determines that it is in the best interests of the child/ren, OCB strongly suggests that, as a general principle, children have a minimum of one week of sole contact with the formerly resisted parent directly from or shortly after camp in order to help solidify gains made at camp, and build new memories through positive experiences together. We see camp as a new beginning for the families who attend.)

So Ordered.

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DATE

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JUDGE

How to Determine Fees for Family Camp:

For a family of up to four: Five (5) percent of the parents' combined income from all sources, including but not limited to, taxable, nontaxable, earned, unearned, trust income and consistent and predictable gift income. Total fee for camp shall not exceed \$20,000. The judge in the family's case shall (a) determine the amount of the fee based on those guidelines and (b) shall allocate responsibility for the fee between the parents. The amount of the fee and the allocation between the parents shall be included in the court order.

In the absence of a judicial finding as to the amount of the fee, (a) the parties shall provide OCB with documentation as to their income from all sources as described above, and (b) OCB shall review and make any adjustments necessary to bring the family's fee for camp into compliance with the fee calculation as set forth herein. OCB's determination of the amount of the fee shall be binding on the parties

For any person who will attend camp with the family of four, e.g. a stepparent, a grandparent, a third child, the charge shall be \$500.

Fee for intake is \$1,000 nonrefundable. If the family is accepted to attend camp the \$1,000 shall be part of the fee for camp.

Family travel to and from Vermont are not included in the Family Camp fees.