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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/19/2017	.	
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The Committee on Judiciary (Passidomo) recommended the following:

Senate Amendment

Delete everything after the enacting clause and insert:

Section 1. Section 409.1761, Florida Statutes, is created to read:

409.1761 Organizations providing temporary respite care for children not in the child welfare system.—The Legislature finds that in circumstances in which a parent of a minor child is temporarily unable to provide care for the child, but does not



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11 need the full support of the child welfare system, a less
12 intrusive alternative to supervision by the department or
13 involvement by the judiciary should be available.

14 (1) DEFINITIONS.—As used in this section, the term:

15 (a) "Qualified association" means an association that
16 publishes minimum best practice standards for operating a
17 qualified nonprofit organization and establishes and requires
18 compliance with those best practice standards.

19 (b) "Qualified nonprofit organization" or "organization"
20 means a Florida private nonprofit organization that:

21 1. Is in compliance with the best practice standards of a
22 qualified association.

23 2. Assists parents by providing temporary respite care for
24 children through the use of volunteer respite families who are
25 under a contract for care.

26 3. Provides assistance and support to parents and training
27 and support for volunteer respite families.

28 (c) "Temporary respite care" means care provided to a child
29 by a volunteer respite family in their home for a period of time
30 that is not to exceed 90 days in order to provide temporary
31 relief to parents who are unable to care for a child.

32 (d) "Volunteer respite family" means an individual or a
33 family who voluntarily agrees to provide, without compensation,
34 temporary care for a period of time no longer than 90 days for a
35 child under a contract for care with the child's parent with the
36 assistance of a qualified nonprofit organization.

37 (2) ESTABLISHMENT OF THE PROGRAM.—A qualified nonprofit
38 organization may establish a program that assists parents in
39 providing temporary respite care for a child by a volunteer



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40 respite family.

41 (a) A child is eligible for the program if he or she:

42 1. Has not been removed from the child's parent due to
43 abuse or neglect and placed in the custody of the department;

44 2. Is not the subject of an ongoing department
45 investigation of abuse, abandonment, or neglect;

46 3. Has not been the subject of a verified report of abuse,
47 abandonment or neglect; or

48 4. Is not the subject of an open court in-home dependency
49 case and under protective supervision of the department.

50 (b) The department may refer a child to an organization's
51 program if the department determines that the needs of the child
52 or the needs of the child's parent do not require an out-of-home
53 safety plan pursuant to s. 39.301(9) or other formal involvement
54 of the department and that the child and the child's family may
55 benefit from the temporary respite care and services provided by
56 the organization.

57 (3) DUTIES OF A QUALIFIED NONPROFIT ORGANIZATION.—A
58 qualified nonprofit organization that provides temporary respite
59 care to children under this section shall:

60 (a) Establish its program under an agreement or
61 certification with a qualified association.

62 (b) Verify that the department has conducted background
63 screenings using the level 2 standards for screening under s.
64 409.175 and chapter 435 of the following persons before such
65 persons have contact with a child:

66 1. Employees of the organization who will have direct
67 contact with children while assisting parents in providing
68 temporary respite care.



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69 2. Members of the volunteer respite family and persons
70 residing in the volunteer respite home who are 12 years of age
71 or older. However, members of a volunteer respite family and
72 persons residing in the volunteer respite home who are between
73 the ages of 12 years and 18 years are not required to be
74 fingerprinted but must be screened for delinquency records.

75 (c) Train all volunteer respite families. The training must
76 include:

77 1. A discussion of the rights, duties, and limitations in
78 providing temporary respite care for a child;

79 2. An overview of program processes, including intake
80 triage processes;

81 3. Working with third-party service providers, including
82 schools and medical professionals;

83 4. General safety requirements, including the prevention of
84 sudden unexpected death syndrome, proper supervision of
85 children, and water and pool safety;

86 5. Instruction on appropriate and constructive disciplinary
87 practices, including the prohibition of physical punishment and
88 discipline that is severe, humiliating, or frightening, or is
89 associated with the deprivation of food, rest, or toileting;

90 6. Abuse and maltreatment reporting requirements, including
91 proper cooperation with the department;

92 7. Confidentiality; and

93 8. Building a healthy relationship with a child's parents.

94 (d) Be solely responsible for ongoing supervision of each
95 child placed with a volunteer respite family.

96 (e) Maintain records on each volunteer respite family and
97 child served, including, but not limited to:



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- 98 1. The name and age of the child;
99 2. The name, address, telephone number, e-mail address, and
100 other contact information for the child's parents;
101 3. The name, address, telephone number, e-mail address, and
102 other contact information for the child's volunteer respite
103 family;
104 4. A copy of the contract for care executed pursuant to
105 this section; and
106 5. Proof that the volunteer respite family has met all the
107 personnel screening requirements conducted by the department
108 under this section.
109 (f) Provide the following information to the department on
110 an annual basis:
111 1. The name, address, telephone number, e-mail address, and
112 other contact information of the organization.
113 2. The name of the organization's director.
114 3. The names and addresses of the officers and members of
115 the governing body.
116 4. The total number of volunteer respite families currently
117 working with the organization and the total number of children
118 who were provided temporary respite care in the previous fiscal
119 year.
120 5. A copy of its agreement or certification with a
121 qualified association for the purpose of providing volunteer
122 respite services pursuant to this section.
123 (g) Provide the qualified association with data and other
124 information as required by the qualified association to
125 demonstrate that the qualified nonprofit organization is in
126 substantial compliance with the minimum best practice standards



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127 published by the qualified association.

128 (h) Immediately notify the department of any suspected or
129 confirmed incident of abuse, neglect, or other maltreatment of a
130 child while in the care of a volunteer respite family.

131 (i) Make available to the department or qualified
132 association at any time for inspection all records relating to
133 the program and children cared for by the organization's
134 volunteer respite families to ensure compliance with this
135 section and standards established by any entity with which the
136 organization is affiliated.

137 (4) CONTRACT FOR CARE.—All parents of a child must enter
138 into a written contract with the volunteer respite family for
139 the provision of temporary respite care of the child under this
140 section. The contract for care may not exceed 90 days in
141 duration and may not be extended.

142 (a) The contract must be executed before a volunteer
143 respite family cares for a child. Under a contract for care, the
144 parent may delegate to the volunteer respite family any of the
145 powers regarding the care and custody of the child, except the
146 power to consent to the marriage or adoption of the child, the
147 performance or inducement of an abortion on the child, or the
148 termination of parental rights regarding the child.

149 Authorization for the volunteer respite family to consent to
150 routine and emergency medical care on behalf of the parent shall
151 be granted only upon the separate consent of the parent pursuant
152 to s. 743.0645. The contract for care must at a minimum be
153 signed by:

154 1. The parent or both parents if both parents are living
155 and have shared responsibility and timesharing of the child



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156 pursuant to law or a court order. If the parents do not have
157 shared responsibility and timesharing of the child, the parent
158 having sole parental responsibility of the child has the
159 authority to enter into the contract for care but shall notify
160 the other parent in writing of the name and address of the
161 volunteer respite family. Such notification must be provided by
162 certified mail, return receipt requested, to the parent without
163 parental responsibility at his or her last known address within
164 5 days after the contract for care is signed. Notification to a
165 parent whose parental rights have been terminated is not
166 required.

167 2. All members of the volunteer respite family who are 18
168 years of age or older.

169 3. The representative of the organization who assisted with
170 the child's placement with the volunteer respite family.

171 4. Two subscribing witnesses.

172 (b) The contract for care must include:

173 1. A statement that the contract does not deprive the
174 parent of any parental or legal authority regarding the care and
175 custody of the child or supersede a court order regarding the
176 care and custody of the child.

177 2. A statement that the contract may be revoked or
178 withdrawn at any time by the parent and that custody of the
179 child shall be returned to the parent as soon as reasonably
180 possible.

181 3. The basic services and accommodations provided by the
182 volunteer respite family and organization.

183 4. Identification of the child, the parent, and the members
184 of the volunteer respite family, including contact information



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185 for all parties.

186 5. Identification of the organization, including contact
187 information for the organization and the representative who
188 assisted with the child's placement.

189 6. A statement regarding disciplinary procedures that are
190 used by the volunteer respite family and expectations regarding
191 interactions between the volunteer respite family and the child.
192 The statement must identify the child's known behavioral or
193 emotional issues and how such issues are addressed by the
194 child's parent.

195 7. A statement of the minimum expected frequency of contact
196 between the parent and the child, expectations for the volunteer
197 respite family to facilitate any reasonable request for contact
198 with the child outside of the established schedule, and the
199 minimum expected frequency of contact between the parent and the
200 volunteer respite family to discuss the child's well-being and
201 health.

202 8. A statement regarding the child's educational needs,
203 including the name and address of the child's school and the
204 names of the child's teachers.

205 9. A list of extracurricular, religious, or community
206 activities and programs in which the child participates.

207 10. A list of any special dietary or nutritional
208 requirements of the child.

209 11. A description of the child's medical needs, including
210 any diagnoses, allergies, therapies, treatments, or medications
211 prescribed to the child and the expectations for the volunteer
212 respite family to address such medical needs.

213 12. A statement that the volunteer respite family agrees to



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214 act in the best interests of the child and to consider all
215 reasonable wishes and expectations of the parent concerning the
216 care and comfort of the child.

217 13. A statement that all appropriate members of the
218 volunteer respite family have successfully met the personnel
219 screening requirements pursuant to paragraph (3) (b) .

220 14. An expiration date for each contract for care, which
221 may not exceed 90 days in duration.

222 15. A statement that the goal of the organization,
223 volunteer respite family, and parent is to return the child
224 receiving temporary respite care to the parent as soon as the
225 situation requiring such care has been resolved.

226 16. A requirement that the volunteer respite family
227 immediately notify the parent of the child's need for medical
228 care.

229 (c) The parent may revoke or withdraw the contract for care
230 at any time, and the child shall be returned immediately to the
231 custody of the parent. A contract for care executed under this
232 section expires automatically after 90 days and may not operate
233 to deprive a parent of any parental or legal authority regarding
234 the care and custody of the child or supersede a court order
235 regarding the care and custody of the child.

236 (5) NOTIFICATION REQUIREMENTS.—Any organization that is
237 registered with a qualified association shall immediately notify
238 the department if it has in its care:

239 (a) A child with a serious developmental disability or a
240 physical, emotional, or mental handicap for which the
241 organization is not qualified or able to provide care; or

242 (b) A child who has not been returned to a parent when the



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243 contract expires.

244 (6) APPLICABILITY.—Placement of a child under this section
245 without additional evidence does not constitute abandonment,
246 abuse, or neglect, as defined in s. 39.01, and is not considered
247 to be placement of the child in foster care. However, this
248 section does not prevent the department or a law enforcement
249 agency from investigating allegations of abandonment, abuse,
250 neglect, unlawful desertion of a child, or human trafficking.

251 Section 2. This act shall take effect July 1, 2017.