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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/25/2017	.	
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The Committee on Rules (Passidomo) recommended the following:

Senate Amendment (with title amendment)

Delete lines 38 - 259

and insert:

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

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

(a) "Parent" means the parent or parents who are required to sign the contract for care under subsection (4).

(b) "Qualified association" means an association that publishes minimum best practice standards for operating a



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12 qualified nonprofit organization and establishes and requires
13 compliance with those best practice standards.

14 (c) "Qualified nonprofit organization" or "organization"
15 means a private Florida nonprofit organization that:

16 1. Is in compliance with the best practice standards of a
17 qualified association.

18 2. Assists parents by providing temporary respite care for
19 children through the use of volunteer respite families who are
20 under a contract for care.

21 3. Provides assistance and support to parents and training
22 and support for volunteer respite families.

23 (d) "Temporary respite care" means care provided to a child
24 by a volunteer respite family in their home for a period of time
25 that is not to exceed 90 days in order to provide temporary
26 relief to parents who are unable to care for a child.

27 (e) "Volunteer respite family" means an individual or a
28 family who voluntarily agrees to provide, without compensation,
29 temporary care for a period of time no longer than 90 days for a
30 child under a contract for care with the child's parent with the
31 assistance of a qualified nonprofit organization.

32 (2) ESTABLISHMENT OF THE PROGRAM.—A qualified nonprofit
33 organization may establish a program that assists parents in
34 providing temporary respite care for a child by a volunteer
35 respite family.

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

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

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



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

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

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

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

55 (a) Establish its program under an agreement or
56 certification with a qualified association.

57 (b) Verify that the department has conducted background
58 screenings using the level 2 standards for screening under s.
59 409.175 and chapter 435 of the following persons before such
60 persons have contact with a child:

61 1. Employees of the organization who will have direct
62 contact with children while assisting parents in providing
63 temporary respite care.

64 2. Members of the volunteer respite family and persons
65 residing in the volunteer respite home who are 12 years of age
66 or older. However, members of a volunteer respite family and
67 persons residing in the volunteer respite home who are between
68 the ages of 12 years and 18 years are not required to be
69 fingerprinted but must be screened for delinquency records.



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70 (c) Conduct a home study, a home safety assessment and
71 complete a home safety checklist approved by the qualifying
72 association of all prospective volunteer respite families to
73 ensure that the family and home meet basic safety standards for
74 the care of children.

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

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

98 1. The name and age of the child;



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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 (g) 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 (h) 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
127 published by the qualified association.



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128 (i) 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 (j) 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.—Before a volunteer respite family
138 cares for a child there must be a written contract for care as
139 provided herein. The contract for care may not exceed 90 days in
140 duration and may only be extended for one 90 day period.

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

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

153 1. The parent or both parents if both parents are living
154 and have shared responsibility and timesharing of the child
155 pursuant to law or a court order, except in a situation of
156 urgent need. A "situation of urgent need" is defined as a



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157 sudden, unexpected, or impending situation in which the
158 qualified nonprofit organization reasonably believes that urgent
159 action is needed to prevent a worsening of the situation in
160 order to protect the health, safety, and best interests of the
161 child. If the parents do not have shared parental responsibility
162 and timesharing of the child, the parent having sole parental
163 responsibility has the authority to enter the contract for care.
164 The qualified nonprofit organization shall make reasonable
165 efforts to determine if there is a parent without parental
166 responsibility and timesharing having rights to the child. The
167 organization shall obtain last known contact information for
168 that parent and contact that parent via phone at the time of
169 placement. The qualified nonprofit organization must document
170 all attempts to contact that parent. If the parent without
171 parental responsibility and timesharing cannot be located or
172 reached at the time of placement, the qualified nonprofit
173 organization may place the child with a volunteer respite
174 family, but shall assist the parent with notifying the parent
175 without parental responsibility and timesharing in writing of
176 the placement. Such notification must be provided by certified
177 mail, return receipt requested, to the parent without parental
178 responsibility and timesharing at his or her last known address
179 within 5 days after the contract for care is signed.
180 Notification to a parent whose parental rights have been
181 terminated is not required.

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

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



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186 4. Two subscribing witnesses.

187 (b) The contract for care must include:

188 1. A statement that the contract does not deprive the
189 parent of any parental or legal authority regarding the care and
190 custody of the child or supersede a court order regarding the
191 care and custody of the child.

192 2. A statement that the contract may be revoked or
193 withdrawn at any time by the parent and that custody of the
194 child shall be returned to the parent as soon as reasonably
195 possible.

196 3. The basic services and accommodations provided by the
197 volunteer respite family and organization.

198 4. Identification of the child, the parent, and the members
199 of the volunteer respite family, including contact information
200 for all parties.

201 5. Identification of the organization, including contact
202 information for the organization and the representative who
203 assisted with the child's placement.

204 6. A statement regarding disciplinary procedures that are
205 used by the volunteer respite family and expectations regarding
206 interactions between the volunteer respite family and the child.
207 The statement must identify the child's known behavioral or
208 emotional issues and how such issues are addressed by the
209 child's parent.

210 7. A statement of the minimum expected frequency of contact
211 between the parent and the child, expectations for the volunteer
212 respite family to facilitate any reasonable request for contact
213 with the child outside of the established schedule, and the
214 minimum expected frequency of contact between the parent and the



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215 volunteer respite family to discuss the child's well-being and
216 health.

217 8. A statement regarding the child's educational needs,
218 including the name and address of the child's school and the
219 names of the child's teachers.

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

222 10. A list of any special dietary or nutritional
223 requirements of the child.

224 11. A description of the child's medical needs, including
225 any diagnoses, allergies, therapies, treatments, or medications
226 prescribed to the child and the expectations for the volunteer
227 respite family to address such medical needs.

228 12. A statement that the volunteer respite family agrees to
229 act in the best interests of the child and to consider all
230 reasonable wishes and expectations of the parent concerning the
231 care and comfort of the child.

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

235 14. An expiration date for each contract for care.

236 15. A statement that the goal of the organization,
237 volunteer respite family, and parent is to return the child
238 receiving temporary respite care to the parent as soon as the
239 situation requiring such care has been resolved.

240 16. A requirement that the volunteer respite family
241 immediately notify the parent of the child's need for medical
242 care.

243 (c) The parent may revoke or withdraw the contract for care



244 at any time, and the child shall be returned immediately to the
245 custody of the parent. A contract for care executed under this
246 section may not exceed 90 days in duration, may only be extended
247 for one 90 day period, and may not operate to deprive a parent
248 of any parental or legal authority regarding the care and
249 custody of the child or supersede a court order regarding the
250 care and custody of the child.

251 (c) The parent may revoke or withdraw the contract for care
252 at any time, and the child shall be returned immediately to the
253 custody of the parent. A contract for care executed under this
254 section expires automatically after 90 days and may not operate
255 to deprive a parent of any parental or legal authority regarding
256 the care and custody of the child or supersede a court order
257 regarding the care and custody of the child.

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

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

264 (b) A child who has not been returned to a parent when the
265 contract expires.

266 (6) APPLICABILITY.—Placement of a child under this section
267 without additional evidence does not constitute abandonment,
268 abuse, or neglect, as defined in s. 39.01, and is not considered
269 to be placement of the child in foster care. However, this
270 section does not prevent the department or a law enforcement
271 agency from investigating allegations of abandonment, abuse,
272 neglect, unlawful desertion of a child, or human trafficking.



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

274

275 ===== T I T L E A M E N D M E N T =====

276 And the title is amended as follows:

277 Delete lines 2 - 25

278 and insert:

279 the temporary respite care of a child; creating s.
280 409.1761, F.S.; providing legislative findings;
281 providing definitions; authorizing qualified nonprofit
282 organizations to establish programs to provide
283 temporary respite care for children; providing duties
284 and recordkeeping requirements for such organizations;
285 providing screening requirements for certain persons;
286 requiring notification to the Department of Children
287 and Families under certain circumstances; authorizing
288 a volunteer respite family to enter into a contract
289 for care to provide temporary respite care for a
290 child; specifying the duration of a contract for care;
291 specifying the form and execution of the contract;
292 specifying that a parent may revoke or withdraw the
293 contract for care at any time; requiring the child to
294 be returned immediately to the custody of the parent
295 if the contract is revoked or withdrawn; specifying
296 that such contract expires after a specified
297 timeframe; prohibiting such contract from operating to
298 deprive a parent of certain authority or from
299 superseding certain court orders; notification
300 requirements; providing applicability; providing an
301 effective date.