

By the Committee on Children, Families, and Elder Affairs; and  
Senators Passidomo and Torres

586-03329-17

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1 A bill to be entitled  
2 An act relating to the temporary respite care of a  
3 child; creating s. 409.1761, F.S.; providing  
4 legislative findings; providing definitions;  
5 authorizing qualified nonprofit organizations to  
6 establish programs to provide temporary respite care  
7 for children; providing duties and recordkeeping  
8 requirements for such organizations; providing  
9 screening requirements for certain persons; requiring  
10 notification to the Department of Children and  
11 Families under certain circumstances; authorizing a  
12 volunteer respite family to enter into a contract for  
13 care to provide temporary respite care for a child;  
14 specifying the duration of a contract for care;  
15 specifying the form and execution of the contract;  
16 authorizing inspection of documents by the department;  
17 providing eligibility; authorizing the department to  
18 refer a child for such care; providing applicability;  
19 providing an effective date.

20  
21 Be It Enacted by the Legislature of the State of Florida:  
22

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

25 409.1761 Organizations providing temporary respite care for  
26 children not in the child welfare system.—The Legislature finds  
27 that in circumstances in which a parent of a minor child is  
28 temporarily unable to provide care for the child, but does not  
29 need the full support of the child welfare system, a less

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30 intrusive alternative to supervision by the department or  
31 involvement by the judiciary should be available.

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

33 (a) "Qualified association" means an association that:

34 1. Publishes and requires compliance with its standards and  
35 files copies thereof with the department as provided in s.  
36 409.176(5) (b); and

37 2. Establishes, publishes, and requires compliance with  
38 best practice standards for operating a program that assists  
39 parents in providing temporary respite care for a child by a  
40 volunteer respite family.

41 (b) "Qualified nonprofit organization" or "organization"  
42 means a Florida private nonprofit organization that assists  
43 parents in providing temporary respite care for a child by a  
44 volunteer respite family under an agreement with a qualified  
45 association.

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

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

55 (2) ESTABLISHMENT OF THE PROGRAM.—A qualified nonprofit  
56 organization may establish a program that assists parents in  
57 providing temporary respite care for a child by a volunteer  
58 respite family.

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

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

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

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

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

68 (b) Placement of a child under this section, in the absence  
69 of evidence to the contrary, does not constitute abuse, neglect,  
70 or abandonment as defined in s. 39.01 and is not considered to  
71 be placement of the child in foster care. However, the  
72 department may refer a child to an organization's program if the  
73 department determines that the needs of the child or the needs  
74 of the child's parent do not require an out-of-home safety plan  
75 pursuant to s. 39.301(9) or other formal involvement of the  
76 department and that the child and the child's family may benefit  
77 from the temporary respite care and services provided by the  
78 organization.

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

82 (a) Establish its program under an agreement or  
83 certification with a qualified association.

84 (b) Verify that the department has conducted background  
85 screenings under s. 409.175 and chapter 435 of the following  
86 persons before such persons have contact with a child:

87 1. Employees of the organization who will have direct

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88 contact with children while assisting parents in providing  
89 temporary respite care.

90 2. Members of the volunteer respite family and persons  
91 residing in the volunteer respite home who are 12 years of age  
92 or older. However, members of a volunteer respite family and  
93 persons residing in the volunteer respite home who are between  
94 the ages of 12 years and 18 years are not required to be  
95 fingerprinted but must be screened for delinquency records.

96 (c) Train all volunteer respite families. The training must  
97 include:

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

100 2. An overview of program processes, including intake  
101 triage processes;

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

104 4. General safety requirements, including the prevention of  
105 sudden unexpected death syndrome, proper supervision of  
106 children, and water and pool safety;

107 5. Instruction on appropriate and constructive disciplinary  
108 practices, including the prohibition of physical punishment and  
109 discipline that is severe, humiliating, or frightening, or is  
110 associated with the deprivation of food, rest, or toileting;

111 6. Abuse and maltreatment reporting requirements, including  
112 proper cooperation with the department;

113 7. Confidentiality; and

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

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

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

119 1. The name and age of the child;

120 2. The name, address, telephone number, e-mail address, and  
121 other contact information for the child's parents;

122 3. The name, address, telephone number, e-mail address, and  
123 other contact information for the child's volunteer respite  
124 family;

125 4. A copy of the contract for care executed pursuant to  
126 this section; and

127 5. Proof that the volunteer respite family has met all the  
128 personnel screening requirements conducted by the department  
129 under this section.

130 (f) Provide the following information to the department on  
131 an annual basis:

132 1. The name, address, telephone number, e-mail address, and  
133 other contact information of the organization.

134 2. The name of the organization's director.

135 3. The names and addresses of the officers and members of  
136 the governing body.

137 4. The total number of volunteer respite families currently  
138 working with the organization and the total number of children  
139 who were provided temporary respite care in the previous fiscal  
140 year.

141 5. A copy of its agreement or certification with a  
142 qualified association for the purpose of providing volunteer  
143 respite services pursuant to this section.

144 (g) Provide the qualified association with data and other  
145 information as required by the qualified association to

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146 demonstrate that the qualified nonprofit organization is in  
147 substantial compliance with the minimum best practice standards  
148 published by the qualified association.

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

152 (i) Make available to the department or qualified  
153 association at any time for inspection all records relating to  
154 the program and children cared for by the organization's  
155 volunteer respite families to ensure compliance with this  
156 section and standards established by any entity with which the  
157 organization is affiliated.

158 (4) CONTRACT FOR CARE.—All parents of a child must enter  
159 into a written contract with the qualified association for the  
160 provision of temporary respite care of the child under this  
161 section. The contract for care may not exceed 90 days in  
162 duration and may not be extended.

163 (a) The contract must be executed before, or at the time,  
164 the child is placed with a volunteer respite family and  
165 organization. Through the contract for care, the parent may  
166 delegate to the volunteer respite family any of the powers  
167 regarding the care and custody of the child, except the power to  
168 consent to the marriage or adoption of the child, the  
169 performance or inducement of an abortion on the child, or the  
170 termination of parental rights regarding the child.

171 Authorization for the volunteer respite family to consent to  
172 routine and emergency medical care on behalf of the parent shall  
173 be granted only upon the separate consent of the parent pursuant  
174 to s. 743.0645. The contract for care must at a minimum be

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175 signed by:

176 1. The parent or both parents if both parents are living  
177 and have shared responsibility and timesharing of the child  
178 pursuant to law or a court order. Notification to a parent whose  
179 parental rights have been terminated is not required.

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

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

184 4. Two subscribing witnesses.

185 (b) The contract for care must include:

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

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

194 3. The basic services and accommodations provided by the  
195 volunteer respite family and organization.

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

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

202 6. A statement regarding disciplinary procedures that are  
203 used by the volunteer respite family and expectations regarding

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204 interactions between the volunteer respite family and the child.  
205 The statement must identify the child's known behavioral or  
206 emotional issues and how such issues are addressed by the  
207 child's parent.

208 7. A statement of the minimum expected frequency of contact  
209 between the parent and the child, expectations for the volunteer  
210 respite family to facilitate any reasonable request for contact  
211 with the child outside of the established schedule, and the  
212 minimum expected frequency of contact between the parent and the  
213 volunteer respite family to discuss the child's well-being and  
214 health.

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

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

220 10. A list of any special dietary or nutritional  
221 requirements of the child.

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

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

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

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

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

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

242 (c) The parent may revoke or withdraw the contract for care  
243 at any time, and the child shall be returned immediately to the  
244 custody of the parent. A contract for care executed under this  
245 section expires automatically after 90 days and may not operate  
246 to deprive a parent of any parental or legal authority regarding  
247 the care and custody of the child or supersede a court order  
248 regarding the care and custody of the child.

249 (d) If all parents do not sign the contract for care, the  
250 organization must, prior to the child's placement with a  
251 voluntary respite family:

252 1. Secure a notarized consent for placement with a  
253 volunteer respite family executed by the parent who did not sign  
254 the contract for care. The Consent for Placement with Volunteer  
255 Respite Family must contain each term set forth in the contract  
256 for care as required in this subsection and an advisory that the  
257 parent may elect to object to the contract for care and take  
258 custody of the child pursuant to the provision of Florida law;  
259 or

260 2. Personally serve the parent who did not sign the  
261 contract for care with a petition for dependency pursuant to

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262 chapter 39 setting forth grounds to establish that the parent  
263 has abandoned, abused, or neglected the child.

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

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

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

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

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