

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

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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 specifying that a parent may revoke or withdraw the
17 contract for care at any time; requiring the child to
18 be returned immediately to the custody of the parent
19 if the contract is revoked or withdrawn; specifying
20 that such contract expires after a specified
21 timeframe; prohibiting such contract from operating to
22 deprive a parent of certain authority or from
23 superseding certain court orders; notification
24 requirements; providing applicability; providing an
25 effective date.

26
27 Be It Enacted by the Legislature of the State of Florida:

28
29 Section 1. Section 409.1761, Florida Statutes, is created

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30 to read:

31 409.1761 Organizations providing temporary respite care for
32 children not in the child welfare system.—The Legislature finds
33 that in circumstances in which a parent of a minor child is
34 temporarily unable to provide care for the child, but does not
35 need the full support of the child welfare system, a less
36 intrusive alternative to supervision by the department or
37 involvement by the judiciary should be available.

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

39 (a) "Qualified association" means an association that
40 publishes minimum best practice standards for operating a
41 qualified nonprofit organization and establishes and requires
42 compliance with those best practice standards.

43 (b) "Qualified nonprofit organization" or "organization"
44 means a Florida private nonprofit organization that:

45 1.°Is in compliance with the best practice standards of a
46 qualified association.

47 2.°Assists parents by providing temporary respite care for
48 children through the use of volunteer respite families who are
49 under a contract for care.

50 3.°Provides assistance and support to parents and training
51 and support for volunteer respite families.

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

56 (d) "Volunteer respite family" means an individual or a
57 family who voluntarily agrees to provide, without compensation,
58 temporary care for a period of time no longer than 90 days for a

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59 child under a contract for care with the child's parent with the
60 assistance of a qualified nonprofit organization.

61 (2) ESTABLISHMENT OF THE PROGRAM.—A qualified nonprofit
62 organization may establish a program that assists parents in
63 providing temporary respite care for a child by a volunteer
64 respite family.

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

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

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

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

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

74 (b) The department may refer a child to an organization's
75 program if the department determines that the needs of the child
76 or the needs of the child's parent do not require an out-of-home
77 safety plan pursuant to s. 39.301(9) or other formal involvement
78 of the department and that the child and the child's family may
79 benefit from the temporary respite care and services provided by
80 the organization.

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

84 (a) Establish its program under an agreement or
85 certification with a qualified association.

86 (b) Verify that the department has conducted background
87 screenings using the level 2 standards for screening under s.

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88 409.175 and chapter 435 of the following persons before such
89 persons have contact with a child:

90 1. Employees of the organization who will have direct
91 contact with children while assisting parents in providing
92 temporary respite care.

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

99 (c) Train all volunteer respite families. The training must
100 include:

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

103 2. An overview of program processes, including intake
104 triage processes;

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

107 4. General safety requirements, including the prevention of
108 sudden unexpected death syndrome, proper supervision of
109 children, and water and pool safety;

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

114 6. Abuse and maltreatment reporting requirements, including
115 proper cooperation with the department;

116 7. Confidentiality; and

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

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

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

122 1. The name and age of the child;

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

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

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

130 5. Proof that the volunteer respite family has met all the
131 personnel screening requirements conducted by the department
132 under this section.

133 (f) Provide the following information to the department on
134 an annual basis:

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

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

138 3. The names and addresses of the officers and members of
139 the governing body.

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

144 5. A copy of its agreement or certification with a
145 qualified association for the purpose of providing volunteer

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146 respite services pursuant to this section.

147 (g) Provide the qualified association with data and other
148 information as required by the qualified association to
149 demonstrate that the qualified nonprofit organization is in
150 substantial compliance with the minimum best practice standards
151 published by the qualified association.

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

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

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

166 (a) The contract must be executed before a volunteer
167 respite family cares for a child. Under a contract for care, the
168 parent may delegate to the volunteer respite family any of the
169 powers regarding the care and custody of the child, except the
170 power to consent to the marriage or adoption of the child, the
171 performance or inducement of an abortion on the child, or the
172 termination of parental rights regarding the child.

173 Authorization for the volunteer respite family to consent to
174 routine and emergency medical care on behalf of the parent shall

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175 be granted only upon the separate consent of the parent pursuant
176 to s. 743.0645. The contract for care must at a minimum be
177 signed by:

178 1. The parent or both parents if both parents are living
179 and have shared responsibility and timesharing of the child
180 pursuant to law or a court order. If the parents do not have
181 shared responsibility and timesharing of the child, the parent
182 having sole parental responsibility of the child has the
183 authority to enter into the contract for care but shall notify
184 the other parent in writing of the name and address of the
185 volunteer respite family. Such notification must be provided by
186 certified mail, return receipt requested, to the parent without
187 parental responsibility at his or her last known address within
188 5 days after the contract for care is signed. Notification to a
189 parent whose parental rights have been terminated is not
190 required.

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

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

195 4. Two subscribing witnesses.

196 (b) The contract for care must include:

197 1. A statement that the contract does not deprive the
198 parent of any parental or legal authority regarding the care and
199 custody of the child or supersede a court order regarding the
200 care and custody of the child.

201 2. A statement that the contract may be revoked or
202 withdrawn at any time by the parent and that custody of the
203 child shall be returned to the parent as soon as reasonably

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204 possible.

205 3. The basic services and accommodations provided by the
206 volunteer respite family and organization.

207 4. Identification of the child, the parent, and the members
208 of the volunteer respite family, including contact information
209 for all parties.

210 5. Identification of the organization, including contact
211 information for the organization and the representative who
212 assisted with the child's placement.

213 6. A statement regarding disciplinary procedures that are
214 used by the volunteer respite family and expectations regarding
215 interactions between the volunteer respite family and the child.
216 The statement must identify the child's known behavioral or
217 emotional issues and how such issues are addressed by the
218 child's parent.

219 7. A statement of the minimum expected frequency of contact
220 between the parent and the child, expectations for the volunteer
221 respite family to facilitate any reasonable request for contact
222 with the child outside of the established schedule, and the
223 minimum expected frequency of contact between the parent and the
224 volunteer respite family to discuss the child's well-being and
225 health.

226 8. A statement regarding the child's educational needs,
227 including the name and address of the child's school and the
228 names of the child's teachers.

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

231 10. A list of any special dietary or nutritional
232 requirements of the child.

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233 11. A description of the child's medical needs, including
234 any diagnoses, allergies, therapies, treatments, or medications
235 prescribed to the child and the expectations for the volunteer
236 respite family to address such medical needs.

237 12. A statement that the volunteer respite family agrees to
238 act in the best interests of the child and to consider all
239 reasonable wishes and expectations of the parent concerning the
240 care and comfort of the child.

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

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

246 15. A statement that the goal of the organization,
247 volunteer respite family, and parent is to return the child
248 receiving temporary respite care to the parent as soon as the
249 situation requiring such care has been resolved.

250 16. A requirement that the volunteer respite family
251 immediately notify the parent of the child's need for medical
252 care.

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

260 (5) NOTIFICATION REQUIREMENTS.—Any organization that is
261 registered with a qualified association shall immediately notify

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262 the department if it has in its care:

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

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

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

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