

26 | unable to provide care for the child, but does not need the full
27 | support of the child welfare system, a less intrusive
28 | alternative to supervision by the department or involvement by
29 | the judiciary should be available. A qualified nonprofit
30 | organization may establish a program to assist parents in
31 | providing temporary respite care for a child by a volunteer
32 | respite family.

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

34 | (a) "Parent" means the parent or parents who are required
35 | to sign the contract for care under subparagraph (3)(a)1.

36 | (b) "Qualified association" means an association that
37 | establishes, publishes, and requires compliance with minimum
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 | (c) "Qualified nonprofit organization" or "organization"
42 | means a private Florida nonprofit organization that:

43 | 1. Assists parents by providing temporary respite care for
44 | children through the use of volunteer respite families who are
45 | under a contract for care and in compliance with the best
46 | practice standards of a qualified association.

47 | 2. Provides assistance and support to parents and training
48 | and support for volunteer respite families.

49 | (d) "Volunteer respite family" means an individual or a
50 | family who voluntarily agrees to provide, without compensation,

51 temporary respite care for a child, with the assistance of a
52 qualified nonprofit organization, pursuant to a contract for
53 care with the child's parent.

54 (e) "Volunteer respite home" means the home of a volunteer
55 respite family.

56 (2) DUTIES OF A QUALIFIED NONPROFIT ORGANIZATION.—A
57 qualified nonprofit organization that provides services
58 assisting parents in providing temporary respite care for their
59 children through the use of volunteer respite families shall:

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

62 (b) Before allowing personnel, members of the volunteer
63 respite home, or other program volunteers to have contact with a
64 child, work with the department to ensure that background
65 screenings of the personnel of the organization and members of
66 the volunteer respite home are conducted in compliance with the
67 screening requirements in s. 409.175 and chapter 435. Persons
68 required to be screened pursuant to this paragraph include:

69 1. Employees of the organization who will have direct
70 contact with children while assisting parents in providing
71 temporary respite care.

72 2. Members of the volunteer respite family or persons
73 residing in the volunteer respite home who are older than 12
74 years of age. However, members of a volunteer respite family or
75 persons residing in the volunteer respite home who are between

76 | the ages of 12 years and 18 years are not required to be
77 | fingerprinted but must be screened for delinquency records.

78 | (c) Train all volunteer respite families. The training
79 | must include:

80 | 1. A discussion of the rights, duties, and limitations in
81 | providing temporary care for a child under a contract for care
82 | authorized under this section;

83 | 2. An overview of program processes, including intake
84 | processes, and working with third party service providers,
85 | including schools and medical professionals;

86 | 3. General safety requirements, including prevention of
87 | sudden infant death syndrome, supervision of children, and water
88 | and pool safety;

89 | 4. Instruction on appropriate and constructive
90 | disciplinary practices, including the prohibition of physical
91 | punishment and discipline that is severe, humiliating, or
92 | frightening, or is associated with food, rest, or toileting;

93 | 5. Abuse and maltreatment reporting requirements,
94 | including proper cooperation with the department;

95 | 6. Confidentiality; and

96 | 7. Building a healthy relationship with a child's
97 | biological family.

98 | (d) Be solely responsible for ongoing supervision of each
99 | placement of a child with a volunteer respite family.

100 | (e) Maintain records on each volunteer respite family and

101 child served, including, but not limited to:

102 1. The name and age of the child;

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

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

108 4. A copy of the contract for respite care executed
109 pursuant to this section; and

110 5. Proof of the volunteer respite family's compliance with
111 the personnel screening requirements under this section.

112 (f) Provide the following information to the department on
113 an annual basis:

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

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

117 3. The names and addresses of the officers and members of
118 the governing body of the organization.

119 4. The total number of approved volunteer respite families
120 currently working with the organization and the total number of
121 children served the previous fiscal year.

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

125 (g) Provide the qualified association with data and other

126 information as required by the qualified association to
127 demonstrate that the qualified nonprofit organization is in
128 substantial compliance with standards set by the qualified
129 association.

130 (h) Immediately notify the department of any suspected or
131 confirmed incident of abuse, neglect, or other maltreatment of a
132 child while in the care of one of the organization's volunteer
133 respite families.

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

140 (3) CONTRACT FOR CARE.—Before a volunteer respite family
141 cares for a child, the child's parent must enter into a written
142 contract for care with the volunteer respite family. Under a
143 contract for care, the parent may delegate to the volunteer
144 respite family any of the powers regarding the care and custody
145 of the child, except the power to consent to the marriage or
146 adoption of the child, the performance of or inducement of an
147 abortion on or for the child, or the termination of parental
148 rights to the child. Authorization for the volunteer respite
149 family to consent to routine and emergency medical care on
150 behalf of the parent shall be granted only upon the separate

151 consent of the parent pursuant to s. 743.0645.

152 (a) The contract for care must at a minimum:

153 1. Be signed by the parent or both parents if both parents
154 are living and have shared responsibility and timesharing of the
155 child pursuant to law or a court order. If the parents do not
156 have shared responsibility and timesharing of the child, the
157 parent having sole custody of the child has the authority to
158 enter into the contract for care but shall notify the
159 noncustodial parent in writing of the name and address of the
160 volunteer respite family. Such notification must be provided by
161 certified mail, return receipt requested, to the noncustodial
162 parent at his or her last known address within 5 days after the
163 contract for care is signed. Notification to a noncustodial
164 parent whose parental rights have been terminated is not
165 required.

166 2. Be signed by all members of the volunteer respite
167 family who are 18 years of age or older.

168 3. Be signed by a representative of the organization who
169 assisted with the child's placement with the volunteer respite
170 family.

171 4. Be signed by two subscribing witnesses.

172 5. Be acknowledged by the parent or parents, as applicable
173 under subparagraph 1., and the representative of the qualified
174 nonprofit organization before a notary public.

175 (b) The contract for care must include:

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

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

184 3. The basic services and accommodations provided by the
185 volunteer respite family and organization.

186 4. Identification of the child, the parent, and the
187 members of the volunteer respite family, including contact
188 information for all parties.

189 5. Identification of the organization, including contact
190 information for the organization and the organization's primary
191 contact person.

192 6. A statement regarding disciplinary procedures that are
193 used by the volunteer respite family and expectations regarding
194 interactions between the volunteer respite family and the child,
195 including any known behavioral or emotional issues, and how such
196 issues are currently addressed by the child's parent.

197 7. A statement of the minimum expected frequency of
198 contact between the parent and the child, expectations for the
199 volunteer respite family to facilitate any reasonable request
200 for contact with the child outside of the established schedule,

201 and the minimum expected frequency of contact between the parent
202 and the volunteer respite family to discuss the child's well-
203 being and health.

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

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

209 10. A list of any special dietary or nutritional
210 requirements of the child.

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

215 12. A statement that the volunteer respite family agrees
216 to act in the best interests of the child and to consider all
217 reasonable wishes and expectations of the parent concerning the
218 care and comfort of the child.

219 13. A statement that all appropriate members of the
220 volunteer respite family have successfully completed the
221 personnel screening requirements pursuant to paragraph (2)(b).

222 14. The expiration date of the contract for care, which
223 may not be more than 6 months after the date of execution.

224 15. A statement that the goal of the organization,
225 volunteer respite family, and parent is to return the child

226 receiving temporary respite care to the parent as soon as the
227 situation requiring such care has been resolved.

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

231 (4) INSPECTION OF DOCUMENTS.—The department may, at any
232 time, inspect any documents held by the organization relating to
233 children placed pursuant to this section.

234 (5) ELIGIBILITY.—A child who has been removed from a
235 parent due to abuse or neglect and placed in the custody of the
236 department is not eligible for temporary respite care pursuant
237 to this section.

238 (6) DUTIES OF DEPARTMENT.—The department may refer a child
239 to an organization under this section if the department
240 determines that the needs of the child or the needs of the
241 child's parent do not require an out-of-home safety plan
242 pursuant to s. 39.301(9) or other formal involvement of the
243 department and that the child and the child's family may benefit
244 from the temporary respite care and services provided by the
245 organization.

246 (7) APPLICABILITY.—Placement of a child under this section
247 without additional evidence does not constitute abandonment,
248 abuse, or neglect, as those terms are defined in s. 39.01, and
249 is not considered to be placement of the child in foster care.
250 However, nothing in this section prevents the department or a

251 | law enforcement agency from investigating allegations of
252 | abandonment, abuse, neglect, unlawful desertion of a child, or
253 | human trafficking.

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