



26 | not in the child welfare system.—The Legislature finds that in  
27 | circumstances in which a parent of a minor child is temporarily  
28 | unable to provide care for the child, but does not need the full  
29 | support of the child welfare system, a less intrusive  
30 | alternative to supervision by the department or involvement by  
31 | the judiciary should be available. A qualified nonprofit  
32 | organization may establish a program to assist parents in  
33 | providing temporary respite care for children through the use of  
34 | volunteer respite families.

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

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

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

42 | (c) "Qualified nonprofit organization" or "organization"  
43 | means a private Florida nonprofit organization that:

44 | 1. Is in compliance with the best practice standards of a  
45 | qualified association.

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

49 | 3. Provides assistance and support to parents and training  
50 | and support for volunteer respite families.

51 (d) "Volunteer respite family" means an individual or a  
 52 family who voluntarily agrees to provide, without compensation,  
 53 temporary respite care for a child, with the assistance of a  
 54 qualified nonprofit organization, pursuant to a contract for  
 55 care with the child's parent.

56 (e) "Volunteer respite home" means the home of a volunteer  
 57 respite family.

58 (2) DUTIES OF A QUALIFIED NONPROFIT ORGANIZATION.—A  
 59 qualified nonprofit organization 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 under s. 409.175 and chapter 435 of the following  
 64 persons before such persons have contact with a child:

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

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

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

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

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

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

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

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

90 | 6. Abuse and maltreatment reporting requirements,  
91 | including 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:

98 | 1. The name and age of the child;

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

101        3. The name, address, telephone number, e-mail address,  
102 and 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  
117 currently working with the organization and the total number of  
118 children who were provided temporary respite care in the  
119 previous fiscal 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  
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 (3) CONTRACT FOR CARE.—Before a volunteer respite family  
138 cares for a child, the child's parent must enter into a written  
139 contract for care with the volunteer respite family. The  
140 contract for care may not exceed 6 months in duration and may  
141 only be extended for one 6-month period. Under a contract for  
142 care, the parent may delegate to the volunteer respite family  
143 any of the powers regarding the care and custody of the child,  
144 except the power to consent to the marriage or adoption of the  
145 child, the performance of or inducement of an abortion on or for  
146 the child, or the termination of parental rights to the child.  
147 Authorization for the volunteer respite family to consent to  
148 routine and emergency medical care on behalf of the parent shall  
149 be granted only upon the separate consent of the parent pursuant  
150 to s. 743.0645.

- 151        (a) The contract for care must at a minimum:
- 152            1. Be signed by the parent or both parents if both parents  
153 are living and have shared responsibility and timesharing of the  
154 child pursuant to law or a court order. If the parents do not  
155 have shared responsibility and timesharing of the child, the  
156 parent having sole custody of the child has the authority to  
157 enter into the contract for care but shall notify the  
158 noncustodial parent in writing of the name and address of the  
159 volunteer respite family. Such notification must be provided by  
160 certified mail, return receipt requested, to the noncustodial  
161 parent at his or her last known address within 5 days after the  
162 contract for care is signed. Notification to a noncustodial  
163 parent whose parental rights have been terminated is not  
164 required.
- 165            2. Be signed by all members of the volunteer respite  
166 family who are 18 years of age or older.
- 167            3. Be signed by the representative of the organization who  
168 assisted with the child's placement with the volunteer respite  
169 family.
- 170            4. Be signed by two subscribing witnesses.
- 171            5. Be acknowledged by the parent or parents, as applicable  
172 under subparagraph 1., and a representative of the qualified  
173 nonprofit organization.
- 174        (b) The contract for care must include:
- 175            1. A statement that the contract does not deprive the

176 parent of any parental or legal authority regarding the care and  
177 custody of the child or supersede a court order regarding the  
178 care and custody of the child.

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

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

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

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

191 6. A statement regarding disciplinary procedures that are  
192 used by the volunteer respite family and expectations regarding  
193 interactions between the volunteer respite family and the child.  
194 The statement must identify the child's known behavioral or  
195 emotional issues and how such issues are addressed by the  
196 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 met the personnel  
221 screening requirements pursuant to paragraph (2) (b).

222 14. An expiration date for each contract for care, which  
223 may not exceed 6 months in duration, not including an authorized  
224 extension.

225 15. A statement that the goal of the organization,

226 volunteer respite family, and parent is to return the child  
227 receiving temporary respite care to the parent as soon as the  
228 situation requiring such care has been resolved.

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

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

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

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

247 (7) APPLICABILITY.—Placement of a child under this section  
248 without additional evidence does not constitute abandonment,  
249 abuse, or neglect, as those terms are defined in s. 39.01, and  
250 is not considered to be placement of the child in foster care.

251 | However, nothing in this section prevents the department or a  
252 | law enforcement agency from investigating allegations of  
253 | abandonment, abuse, neglect, unlawful desertion of a child, or  
254 | human trafficking.

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