

By the Committees on Rules; 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 temporary respite care for a child;
3 creating s. 409.1761, F.S.; providing legislative
4 findings; providing definitions; authorizing qualified
5 nonprofit organizations to establish programs to
6 provide temporary respite care for children; providing
7 duties and recordkeeping requirements for such
8 organizations; providing screening requirements for
9 certain persons; requiring notification to the
10 Department of Children and Families under certain
11 circumstances; authorizing a volunteer respite family
12 to enter into a contract for care to provide temporary
13 respite care for a child; specifying the duration of a
14 contract for care; specifying the form and execution
15 of the contract; specifying that a parent may revoke
16 or withdraw the contract for care at any time;
17 requiring the child to be returned immediately to the
18 custody of the parent if the contract is revoked or
19 withdrawn; specifying that the contract expires after
20 a specified timeframe; prohibiting the contract from
21 operating to deprive a parent of certain authority or
22 from superseding certain court orders; providing
23 notification requirements; providing applicability;
24 providing an effective date.

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

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

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30 409.1761 Organizations providing temporary respite care for
31 children not in the child welfare system.—The Legislature finds
32 that in circumstances in which a parent of a minor child is
33 temporarily unable to provide care for the child, but does not
34 need the full support of the child welfare system, a less
35 intrusive alternative to supervision by the department or
36 involvement by the judiciary should be available.

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

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

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

44 (c) "Qualified nonprofit organization" or "organization"
45 means a private Florida nonprofit organization that:

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

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

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

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

57 (e) "Volunteer respite family" means an individual or a
58 family that voluntarily agrees to provide, without compensation,

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59 temporary care for up to 90 days for a child under a contract
60 for care with the child's parent with the assistance of a
61 qualified nonprofit organization.

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

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

67 1. Has not been removed from his or her parent due to abuse
68 or neglect and placed in the custody of the department;

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

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

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

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

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

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

87 (b) Verify that the department has conducted background

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88 screenings using the level 2 standards for screening under s.
89 409.175 and chapter 435 of the following persons before such
90 persons have contact with a child:

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

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

100 (c) Conduct a home study, a home safety assessment and
101 complete a home safety checklist approved by the qualifying
102 association of all prospective volunteer respite families to
103 ensure that the family and home meet basic safety standards for
104 the care of children.

105 (d) Train all volunteer respite families. The training must
106 include:

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

109 2. An overview of program processes, including intake
110 triage processes;

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

113 4. General safety requirements, including the prevention of
114 sudden unexpected death syndrome, proper supervision of
115 children, and water and pool safety;

116 5. Instruction on appropriate and constructive disciplinary

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117 practices, including the prohibition of physical punishment and
118 discipline that is severe, humiliating, or frightening, or is
119 associated with the deprivation of food, rest, or toileting;

120 6. Abuse and maltreatment reporting requirements, including
121 proper cooperation with the department;

122 7. Confidentiality; and

123 8. Building a healthy relationship with a child's parent.

124 (e) Be solely responsible for ongoing supervision of each
125 child placed with a volunteer respite family.

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

128 1. The name and age of the child;

129 2. The name, address, telephone number, e-mail address, and
130 other contact information for the child's parent;

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

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

136 5. Proof that the volunteer respite family has met all the
137 personnel screening requirements conducted by the department
138 under this section.

139 (g) Provide all of the following information to the
140 department on an annual basis:

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

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

144 3. The names and addresses of the officers and members of
145 the governing body.

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146 4. The total number of volunteer respite families currently
147 working with the organization and the total number of children
148 who were provided temporary respite care in the previous fiscal
149 year.

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

153 (h) Provide the qualified association with data and other
154 information as required by the qualified association to
155 demonstrate that the qualified nonprofit organization is in
156 substantial compliance with the minimum best practice standards
157 published by the qualified association.

158 (i) Immediately notify the department of any suspected or
159 confirmed incident of abuse, neglect, or other maltreatment of a
160 child while in the care of a volunteer respite family.

161 (j) Make available at any time to the department or
162 qualified association for inspection all records relating to the
163 program and children cared for by the organization's volunteer
164 respite families to ensure compliance with this section and
165 standards established by the association with which the
166 organization is affiliated.

167 (4) CONTRACT FOR CARE.—Before a volunteer respite family
168 cares for a child, there must be a written contract for care as
169 provided in this subsection. The contract for care may not
170 exceed 90 days in duration and may be extended only for one 90
171 day period.

172 (a) The contract must be executed before a volunteer
173 respite family cares for a child. Under a contract for care, the
174 parent may delegate to the volunteer respite family any of the

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175 powers regarding the care and custody of the child, except the
176 power to consent to the marriage or adoption of the child, the
177 performance or inducement of an abortion on the child, or the
178 termination of parental rights regarding the child.

179 Authorization for the volunteer respite family to consent to
180 routine and emergency medical care on behalf of the parent may
181 be granted only upon the separate consent of the parent pursuant
182 to s. 743.0645. The contract for care must at a minimum be
183 signed by:

184 1. The parent or both parents if both parents are living
185 and have shared responsibility and timesharing of the child
186 pursuant to law or a court order, except in a situation of
187 urgent need. A "situation of urgent need" is defined as a
188 sudden, unexpected, or impending situation in which the
189 qualified nonprofit organization reasonably believes that urgent
190 action is needed to prevent a worsening of the situation in
191 order to protect the health, safety, and best interests of the
192 child. If the parents do not have shared parental responsibility
193 and timesharing of the child, the parent having sole parental
194 responsibility has the authority to enter the contract for care.
195 The qualified nonprofit organization shall make reasonable
196 efforts to determine if there is a parent without parental
197 responsibility and timesharing having rights to the child. The
198 organization shall obtain last known contact information for
199 that parent and contact that parent via telephone at the time of
200 placement. The qualified nonprofit organization must document
201 all attempts to contact that parent. If the parent without
202 parental responsibility and timesharing cannot be located or
203 reached at the time of placement, the qualified nonprofit

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204 organization may place the child with a volunteer respite
205 family, but shall assist the parent having sole parental
206 responsibility with notifying the other parent and timesharing
207 in writing of the placement. Such notification must be provided
208 by certified mail, return receipt requested, to the parent
209 without parental responsibility and timesharing at his or her
210 last known address within 5 days after the contract for care is
211 signed. Notification to a parent whose parental rights have been
212 terminated is not required.

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

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

217 4. Two subscribing witnesses.

218 (b) The contract for care must include:

219 1. A statement that the contract does not deprive the
220 parent of any parental or legal authority regarding the care and
221 custody of the child or supersede a court order regarding the
222 care and custody of the child.

223 2. A statement that the contract may be revoked or
224 withdrawn at any time by the parent and that custody of the
225 child shall be returned to the parent as soon as reasonably
226 possible.

227 3. The basic services and accommodations provided by the
228 volunteer respite family and organization.

229 4. Identification of the child, the parent, and the members
230 of the volunteer respite family, including contact information
231 for all parties.

232 5. Identification of the organization, including contact

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233 information for the organization and the representative who
234 assisted with the child's placement.

235 6. A statement regarding disciplinary procedures that are
236 used by the volunteer respite family and expectations regarding
237 interactions between the volunteer respite family and the child.
238 The statement must identify the child's known behavioral or
239 emotional issues and how such issues are addressed by the
240 child's parent.

241 7. A statement of the minimum expected frequency of contact
242 between the parent and the child, expectations for the volunteer
243 respite family to facilitate any reasonable request for contact
244 with the child outside of the established schedule, and the
245 minimum expected frequency of contact between the parent and the
246 volunteer respite family to discuss the child's well-being and
247 health.

248 8. A statement regarding the child's educational needs,
249 including the name and address of the child's school and the
250 names of the child's teachers.

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

253 10. A list of any special dietary or nutritional
254 requirements of the child.

255 11. A description of the child's medical needs, including
256 any diagnoses, allergies, therapies, treatments, or medications
257 prescribed to the child and the expectations for the volunteer
258 respite family to address such medical needs.

259 12. A statement that the volunteer respite family agrees to
260 act in the best interests of the child and to consider all
261 reasonable wishes and expectations of the parent concerning the

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262 care and comfort of the child.

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

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

267 15. A statement that the goal of the organization,
268 volunteer respite family, and parent is to return the child
269 receiving temporary respite care to the parent as soon as the
270 situation requiring such care has been resolved.

271 16. A requirement that the volunteer respite family
272 immediately notify the parent of the child's need for medical
273 care.

274 (c) The parent may revoke or withdraw the contract for care
275 at any time, and the child shall be returned immediately to the
276 custody of the parent. A contract for care executed under this
277 section may not exceed 90 days in duration, may only be extended
278 for one 90-day period, and may not operate to deprive a parent
279 of any parental or legal authority regarding the care and
280 custody of the child or supersede a court order regarding the
281 care and custody of the child.

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

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

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

290 (6) APPLICABILITY.—Placement of a child under this section

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291 without additional evidence does not constitute abandonment,
292 abuse, or neglect, as defined in s. 39.01, and is not considered
293 to be placement of the child in foster care. However, this
294 section does not prevent the department or a law enforcement
295 agency from investigating allegations of abandonment, abuse,
296 neglect, unlawful desertion of a child, or human trafficking.
297 Section 2. This act shall take effect July 1, 2017.