



AUTHORIZATION AGREEMENT FOR NONPARENT RELATIVE OR VOLUNTARY CAREGIVER

August 2011

Page 1 of 4

This authorization agreement is made in conformance with Chapter 34 of the Texas Family Code concerning the following Child:

Child's Full Name:
Date of Birth:

Parent completing this form:

Full Name:
Physical Address:
Telephone Number:
Other contact information:

Child's other parent:

Full Name:
Physical Address:
Telephone Number:
Other contact information:

Parent voluntarily authorizes the following relative or Parental Child Safety Placement voluntary caregiver to make certain decisions regarding the child, as listed on the next page of this authorization agreement.

Name:
Relationship to Child (check one): Child's Grandparent <input type="checkbox"/> Child's Adult Sibling <input type="checkbox"/> Child's Aunt or Uncle <input type="checkbox"/> Parental Child Safety Placement Voluntary Caregiver in accordance with Child Protective Services <input type="checkbox"/>
Physical Address:
Telephone Number:
Other contact information:

PARENT AND RELATIVE OR VOLUNTARY CAREGIVER UNDERSTAND THAT THEY ARE REQUIRED BY LAW TO IMMEDIATELY PROVIDE EACH OTHER WITH INFORMATION REGARDING ANY CHANGE IN THE OTHER PARTY'S ADDRESS OR CONTACT INFORMATION.



AUTHORIZATION AGREEMENT FOR NONPARENT RELATIVE OR VOLUNTARY CAREGIVER

August 2011

Page 2 of 4

Parent authorizes the above named relative or voluntary caregiver to perform the following acts in regard to the child and the relative or voluntary caregiver assumes the responsibility of performing these functions:

- (1) To authorize medical, dental, psychological, surgical treatment, and immunization of the child, including executing any consents or authorizations for the release of information as required by law relating to the treatment or immunization;
- (2) To obtain and maintain health insurance coverage for the child and automobile insurance coverage for the child, if appropriate;
- (3) To enroll the child in a day-care program or public or private preschool, primary or secondary school;
- (4) To authorize the child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities;
- (5) To authorize the child to obtain a learner's permit, driver's license, or state-issued identification card;
- (6) To authorize employment of the child; and
- (7) To apply for and receive public benefits on behalf of the child.
- (8) This authorization agreement does not confer on the relative or voluntary caregiver of the child the right to authorize the performance of an abortion on the child or the administration of emergency contraception to the child

To the best of the parent's and the relative's or voluntary caregiver's knowledge (check if applicable):

This child is not the subject of a current (pre-existing) valid authorization agreement, and no parent, guardian, custodian, licensed child-placing agency or other agency makes any claim to actual physical possession or care, custody or control of the child that is inconsistent with this authorization agreement.

To the best of the parent's and the relative's or voluntary caregiver's knowledge (choose one from below):

THERE IS NO COURT INVOLVEMENT WITH THIS CHILD

All of the following statements must apply:

- There is no court order or pending suit affecting the parent-child relationship concerning the child.
- There is no pending litigation in any court concerning custody, possession, or placement of the child or access to or visitation with the child.
- The court does not have continuing jurisdiction concerning the child.

THIS CHILD HAS BEEN THE SUBJECT OF A COURT ACTION

The court with continuing jurisdiction concerning the child has given written approval for the execution of the authorization agreement accompanied by the following information:

- The county in which the court is located;
- The number of the court; and
- The cause number in which the order was issued or the litigation is pending.

Please staple a copy of the court's order to this agreement.



AUTHORIZATION AGREEMENT FOR NONPARENT RELATIVE OR VOLUNTARY CAREGIVER

August 2011

Page 3 of 4

WARNINGS AND DISCLOSURES

This authorization agreement is an important legal document. The parent and the relative or voluntary caregiver must read all of the warnings and disclosures before signing this authorization agreement.

The parent and relative are not required to consult an attorney but are advised to do so.

A parent's rights as a parent may be adversely affected by placing or leaving the parent's child with another person.

This authorization agreement does not confer on the relative or voluntary caregiver the rights of a managing or possessory conservator or legal guardian.

A parent who is a party to this authorization agreement may terminate the authorization agreement and resume custody, possession, care, and control of the child on demand and at any time the parent may request the return of the child.

Failure by the relative or voluntary caregiver to return the child to the parent immediately on request may have criminal and civil consequences.

Under other applicable law, the relative or voluntary caregiver may be liable for certain expenses relating to the child in the relative's or voluntary caregiver's care, but the parent still retains the parental obligation to support the child.

In certain circumstances, this authorization agreement may not be entered into without written permission of the court. Examples of when court permission must be granted include when a court has entered a previous order granting custody or establishing a child support obligation.

This authorization agreement may be terminated by certain court orders affecting the child.

This authorization agreement does not supersede, invalidate, or terminate any prior authorization agreement regarding the child.

This authorization agreement is void if a prior authorization agreement regarding the child is in effect and has not expired or been terminated.

MAILING

REQUIREMENTS:

When both parents do not sign the parent authorization agreement, a copy of the agreement **MUST** be mailed to the non-signing parent, unless that parent is deceased or has had his or her parental rights terminated. This authorization agreement is **void** unless:

1. The parties mail a copy of this agreement to a non-signing parent **not later than the 10th day** after the date the authorization agreement is signed, **by certified or international registered mail**, as applicable, **return receipt requested**.
2. If the parties do not receive a response from the non-signing parent before the 20th day after the date the copy of the agreement is mailed, the parties must mail a second copy of the agreement **by first class mail or international first class mail**, as applicable, to the parent **not later than the 45th day** after the date the authorization agreement is signed.

EXCEPTION

TO

MAILING

REQUIREMENTS:

If a parent who did not sign the authorization agreement **does not have court-ordered possession of or access to the child who is the subject of the agreement**, the parent who is a party to the agreement does not have to mail a copy of the agreement to the non-signing parent if either of the following circumstances applies:

1. A protective order has been issued against the non-signing parent as provided under Chapter 85 of the Texas Family Code or under a similar law of another state for committing an act of family violence (as defined by Section 71.004 of the Texas Family Code) against the parent



AUTHORIZATION AGREEMENT FOR NONPARENT RELATIVE OR VOLUNTARY CAREGIVER

who signed the agreement or any child of the parent who signed the agreement; or

2. The non-signing parent has been convicted of any of the following criminal offenses against the parent who signed the agreement or any child of the parent who signed the agreement:

- any offense under Title 5 of the Texas Penal Code (including murder, homicide, kidnapping, assault and sexual assault); or
- any other criminal offense in Texas or any other state if the offense involves a violent act or prohibited sexual conduct.

This authorization agreement (select one of the following two):

- Expires on this date: _____ OR
- Is valid until revoked in writing by either party

In addition, check here if you want the agreement to continue in effect after your death or during any period of incapacity.

Execution of a subsequent authorization agreement does not by itself supersede, invalidate, or terminate a prior authorization agreement.

By signing below, parent and the relative or voluntary caregiver acknowledge that they have each read this authorization agreement carefully, are entering into the authorization agreement voluntarily, and have read and understand all of the Warnings and Disclosures included in this authorization agreement.

<p>_____</p> <p>PARENT Printed name:</p> <p>SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this ____ day of _____, 20____.</p> <p style="text-align: center;">Notary Public in and for the State of TEXAS</p>
<p>_____</p> <p>PARENT** Printed name:</p> <p>SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this ____ day of _____, 20____.</p> <p style="text-align: center;">Notary Public in and for the State of TEXAS</p>
<p>_____</p> <p>RELATIVE OR VOLUNTARY CAREGIVER Printed name:</p> <p>SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this ____ day of _____, 20____.</p> <p style="text-align: center;">Notary Public in and for the State of TEXAS</p>