



# AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

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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 adult caregiver 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): Adult Caregiver <input type="checkbox"/> Parental Child Safety Placement Voluntary Caregiver in accordance with Child Protective Services if requirements of Texas Family Code, Subchapter L are met <input type="checkbox"/>
Physical Address:
Telephone Number:
Other contact information:

PARENT AND VOLUNTARY ADULT 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.



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**Parent authorizes the above named voluntary adult caregiver to perform the following acts in regard to the child and the voluntary adult caregiver assumes the responsibility of performing these functions (strike through any that do not apply):**

- (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;
- (7) To apply for and receive public benefits on behalf of the child; and
- (8) To obtain copies or originals of state-issued personal identification documents for the child, including the child's birth certificate; and to the extent authorized under federal law, copies or originals of federally issued personal identification documents for the child, including the child's social security card.

This authorization agreement does not confer on the voluntary adult 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 voluntary adult 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 voluntary adult 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.*



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### WARNINGS AND DISCLOSURES

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

The parent and voluntary adult caregiver 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 voluntary adult 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 voluntary adult caregiver to return the child to the parent immediately on request may have criminal and civil consequences.

Under other applicable law, the voluntary adult caregiver may be liable for certain expenses relating to the child in the 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.

This authorization agreement does not confer on the voluntary adult 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.



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### 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 at the parent's last known address, unless that parent is deceased or has had his or her parental rights terminated. This authorization agreement **is void** unless not later than the 10<sup>th</sup> day after the date the authorization agreement is signed:

1. The parties mail one copy of this agreement by certified mail, return receipt requested, or international registered mail, return receipt requested, as applicable, to the non-signing parent; and
2. The parties mail one copy of the agreement by first class mail or international first class mail, as applicable to the non-signing parent.

A party to the authorization agreement shall immediately inform each other party of any change in the party's address or contact information. If a party fails to comply with this subsection, the authorization agreement is voidable by the other party.

### 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 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.

## TERM OF AUTHORIZATION AGREEMENT

This authorization agreement is for a term of:

- six months from the date the parties enter into the agreement, and will renew automatically for six-month terms unless the agreement is terminated by any of the circumstances provided in Section 34.008 of the Texas Family Code; or
- the time provided in the agreement with a specific expiration date earlier than six months after the date the parties enter into the agreement.

If the parent does not want the agreement to last for six months and renew automatically for six-month terms after that, the parent must identify the circumstances under which the authorization agreement may be terminated (as provided by Section 34.008) before the term of the agreement expires; or continued beyond the term of the agreement by a court (as provided by Section 34.008(b)). Note: See last page of form for full text of Section 34.008 regarding terminating or revoking the agreement

If the parent wishes the agreement to expire at a date earlier than six months from the date the parties enter into the agreement, indicate the date the agreement is to expire: \_\_\_\_\_

If applicable, state circumstances to terminate the agreement before the expiration date:

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By signing below, parent and the voluntary adult 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.

\_\_\_\_\_  
PARENT

Printed name:

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
PARENT\*\*

Printed name:

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of TEXAS

\_\_\_\_\_  
VOLUNTARY ADULT CAREGIVER

Printed name:

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of TEXAS



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## Important statutory provisions Texas Family Code (as of September 1, 2017)

Statute:

### Sec. 34.0075 TERM OF AUTHORIZATION AGREEMENT

An authorization agreement executed under this chapter is for a term of six months from the date the parties enter into the agreement and renews automatically for six-month terms unless:

- (1) an earlier expiration date is stated in the authorization agreement;
- (2) the authorization agreement is terminated as provided by Section 34.008; or
- (3) a court authorizes the continuation of the agreement as provided by Section 34.008(b).

### Sec. 34.008. TERMINATION OF AUTHORIZATION AGREEMENT

(a) Except as provided by Subsection (b), an authorization agreement under this chapter terminates if, after the execution of the authorization agreement, a court enters an order:

- (1) affecting the parent-child relationship;
- (2) concerning custody, possession, or placement of the child;
- (3) concerning access to or visitation with the child; or
- (4) regarding the appointment of a guardian for the child under Subchapter B, Chapter 1104, Estates Code.

(b) An authorization agreement may continue after a court order described by Subsection (a) is entered if the court entering the order gives written permission.

(c) An authorization agreement under this chapter terminates on written revocation by a party to the authorization agreement if the party:

- (1) gives each party written notice of the revocation;
- (2) files the written revocation with the clerk of the county in which:
  - (A) the child resides;
  - (B) the child resided at the time the authorization agreement was executed; or
  - (C) the adult caregiver resides; and
- (3) files the written revocation with the clerk of each court:
  - (A) that has continuing, exclusive jurisdiction over the child;
  - (B) in which there is a court order or pending suit affecting the parent-child relationship concerning the child;
  - (C) in which there is pending litigation concerning:
    - (i) custody, possession, or placement of the child; or
    - (ii) access to or visitation with the child; or
  - (D) that has entered an order regarding the appointment of a guardian for the child under Subchapter B, Chapter 1104, Estates Code.

(e) If both parents have signed the authorization agreement, either parent may revoke the authorization agreement without the other parent's consent.

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