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How to Complete Your Texas Caregiver Authorization Agreement

Authorization Agreement for Nonparent Adult Caregiver (Texas Family Code Chapter 34)

INSTRUCTIONS — KEEP FOR YOUR RECORDS. DO NOT ATTACH THIS PAGE TO YOUR DOCUMENT.

About this form. This Texas statutory agreement lets a parent authorize another adult, such as a grandparent, relative, or family friend, to enroll a child in school, consent to medical care, and handle other everyday matters while caring for the child, without going to court.

1. **Read the warnings (Page 1)**
   Texas law requires the parent and caregiver to read all 14 warnings and disclosures before signing.
2. **Fill in the child, caregiver, and parents (Pages 1–2)**
   Include addresses and phone numbers. Check whether any court case involves the child; if one does, you need the court's written approval first.
3. **Sign and swear before a notary (Page 3)**
   Texas law **requires** the parent and the caregiver to sign and swear to this agreement before a notary. Bring a current, government-issued photo ID for each person. We can meet everyone together.
4. **Mail copies within 10 days if one parent did not sign**
   Send the other parent one copy by certified mail, return receipt requested, and one by first class mail within 10 days, or the agreement may be void.

After It's Signed

- Give the caregiver the original. Schools and doctors may rely on it in good faith.
- Only one authorization agreement can be in effect for a child at a time. To end it, use a written revocation. We have a free Texas revocation form.

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Have questions about this document? To consult with an attorney, contact **Gavrilov & Brooks Law Firm** at **(916) 504-0529** or **www.gavrilovlaw.com**. Main headquarters: 2315 Capitol Avenue, Sacramento, CA 95816.

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AUTHORIZATION AGREEMENT FOR NONPARENT ADULT CAREGIVER

(Texas Family Code Chapter 34)

WARNINGS AND DISCLOSURES — READ BEFORE SIGNING

(1) This authorization agreement is an important legal document.
(2) The parent and the adult caregiver must read all of the warnings and disclosures before signing this authorization agreement.
(3) The persons signing this authorization agreement are not required to consult an attorney but are advised to do so.
(4) The parent's rights as a parent may be adversely affected by placing or leaving the parent's child with another person.
(5) This authorization agreement does not confer on the adult caregiver the rights of a managing or possessory conservator or legal guardian.
(6) 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.
(7) Failure by the adult caregiver to return the child to the parent immediately on request may have criminal and civil consequences.
(8) Under other applicable law, the adult caregiver may be liable for certain expenses relating to the child in the adult caregiver's care, but the parent still retains the parental obligation to support the child.
(9) In certain circumstances, this authorization agreement may not be entered into without written permission of the court.
(10) This authorization agreement may be terminated by certain court orders affecting the child.
(11) This authorization agreement does not supersede, invalidate, or terminate any prior authorization agreement regarding the child.
(12) This authorization agreement is void if a prior authorization agreement regarding the child is in effect and has not expired or been terminated.
(13) Except as provided by Section 34.005(a-2), Texas Family Code, this authorization agreement is void unless, not later than the 10th day after the date it is signed, the parties mail to a parent who was not a party to it, at the parent's last known address, if the parent is living and the parent's parental rights have not been terminated: (A) one copy by certified mail, return receipt requested, or international registered mail, return receipt requested, as applicable; and (B) one copy by first class mail or international first class mail, as applicable.
(14) This authorization agreement does not confer on an adult caregiver the right to authorize the performance of an abortion on the child or the administration of emergency contraception to the child.

Child:

Full name of child

Date of birth

Adult caregiver:

Name

Relationship to child

Telephone

Current physical address (or best way to contact)

Initials: _____

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Parent signing this agreement:

Name | Telephone

Current address (or best way to contact)

Other parent (if applicable; if signing, both parents sign below):

Name | Telephone

Current or last known address

STATEMENTS OF THE PARTIES. The parent(s) and the adult caregiver state:

1. The adult caregiver has been given authorization to perform the following functions as a result of a voluntary action of the parent, and the adult caregiver has voluntarily assumed the responsibility of performing those functions: (1) authorize medical, dental, psychological, or 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) obtain and maintain health insurance coverage for the child and automobile insurance coverage for the child, if appropriate; (3) enroll the child in a day-care program or preschool or in a public or private elementary or secondary school; (4) authorize the child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities; (5) authorize the child to obtain a learner's permit, driver's license, or state-issued identification card; (6) authorize employment of the child; (7) apply for and receive public benefits on behalf of the child; and (8) 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.
2. Neither the parent nor the adult caregiver has knowledge that a parent, guardian, custodian, licensed child-placing agency, or other authorized agency asserts any claim or authority inconsistent with this authorization agreement with regard to actual physical possession or care, custody, or control of the child.
3. (Check one.)

   To the best of the parent's and adult caregiver's knowledge: 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; and a court does not have continuing jurisdiction concerning the child.

   The court with continuing jurisdiction concerning the child has given written approval for the execution of this agreement:

County of court | Court number | Cause number

4. To the best of the parent's and adult caregiver's knowledge, there is no current, valid authorization agreement regarding the child.
5. This authorization is made in conformance with Chapter 34, Texas Family Code.
6. The parent and the adult caregiver understand that each party to this agreement is required by law to immediately provide to each other party information regarding any change in the party's address or contact information.
7. **Term (parent's statement; check one):**

   This agreement is for a term of six months from the date the parties enter into it and renews automatically for six-month terms unless terminated as provided by Section 34.008, Texas Family Code.

   This agreement expires on the following date, which is earlier than six months after the date the parties enter into it:

Expiration date

8. This agreement may be terminated before its term expires by a court order affecting the child as provided by Section 34.008(a), or by written revocation of a party who gives each party written notice and files the revocation with the county clerk and any court as required by Section 34.008(c). It may be continued beyond the term of the agreement only if a court

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gives written permission under Section 34.008(b).

We have read all of the warnings and disclosures, and we sign and swear to this authorization agreement before a notary public.

X _____
Parent

Printed name

X _____
Other parent (if signing)

Printed name

X _____
Adult caregiver

Printed name

JURAT

STATE OF TEXAS §

COUNTY OF _____ §

Signed and sworn to before me on

Date

by (names of parent(s) and adult caregiver)

X _____
Notary Public, State of Texas

(Notary seal)

Notary's printed name

Notary ID number

My commission expires

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