



# **Texas Planificación familiar de emergencia Kit de herramientas para familias en riesgo de separación V3.0**

Este kit se proporciona sin costo alguno y las organizaciones enumeradas sugieren consultar con un abogado autorizado al completar los formularios adjuntos.

Este kit incluye lo siguiente:

- Lista de verificación de planificación familiar de emergencia
- Tarjetas de derechos constitucionales
- Hoja de información de contacto de afiliados y Forward Latino
- Poder notarial del estado de Texas para finanzas y propiedades
- Poder notarial del estado de Texas para delegar la potestad parental

Este kit de herramientas es proporcionado por Forward Latino y sus afiliados en Texas:





# Lista de tareas pendientes de planificación familiar de emergencia para familias de estatus mixto V3.0

Forward Latino ha desarrollado este conjunto de herramientas para personas que corren el riesgo de ser detenidas o deportadas por funcionarios de inmigración de los EE. UU. Es importante completar estas tareas con la ayuda de un abogado de inmigración antes de ser detenido. Para las personas que tienen un estatus migratorio legal, les recomendamos que lleven consigo su tarjeta de residencia, permiso de trabajo u otra evidencia de su estatus en todo momento. Si tiene alguna pregunta, llámenos al (833)LAT-INO1.

## **1. Consulte y establezca una relación con un abogado de inmigración con anticipación**

- o Revise su situación migratoria para determinar si existe un camino hacia la legalización.
- o Establezca una relación en caso de ser detenido y necesitar representación legal.
- o Revise sus derechos legales.
- o Mantenga consigo en todo momento el número de teléfono de su abogado de inmigración y compártalo con sus familiares.

## **2. Organiza todos sus documentos relacionados con la inmigración**

- o Organiza todos sus documentos, incluyendo su visa, pasaporte, tarjeta de residencia, acta de nacimiento, permisos de trabajo y cualquier otro documento relacionado con su estatus migratorio.
- o Guarde copias de todos sus documentos en un lugar seguro y entregue copias a su abogado.

## **3. Establezca un poder notarial para gestionar sus asuntos personales en caso de ser necesario**

- o Asigna a una persona de confianza para que actúe como su apoderado en los EEUU en caso de que lo detengan o lo deporten. Esto le permitirá tomar decisiones legales y actuar de su parte.
- o Asegúrese de que el documento de poder notarial sea legalmente vinculante e incluya instrucciones específicas sobre sus finanzas, propiedades y otros activos, y el cuidado de sus hijos y otros dependientes.

## **4. Evite la actividad delictiva**

- o Cumpla con todas las leyes para evitar cualquier acción que pueda llevarse a la deportación. Incluso las infracciones menores pueden afectar su estatus migratorio.
- o Si es arrestado por un delito, consulte con un abogado antes de aceptar cualquier acuerdo de culpabilidad o firmar cualquier acuerdo legal, ya que podría afectar su estatus migratorio.

## **5. Planifique financieramente**

- o Asegúrese de tener acceso a fondos para cubrir los honorarios legales, multas y otros gastos relacionados con su caso. Considere abrir una cuenta de ahorros separada para estos gastos.

## **6. Si es detenido**

- o Mantenga la calma y siga las instrucciones, pero no firme documentos legales sin que los revise su abogado.
- o Llame a su abogado de inmigración inmediatamente. Los funcionarios de inmigración están obligados a permitirle llamar a su abogado. También tiene derecho a permanecer en silencio hasta que su abogado esté presente.
- o Anote el nombre y el número de teléfono del oficial a cargo de su caso, así como su número A (número de registro de extranjero). Si aún no tiene un número A, se le asignará uno. Comparta esta información con su abogado y su familia. Les ayudará a localizarlo en caso de que lo trasladen a otro centro de detención.
- o Familiares pueden visitar <https://locator.ice.gov/odls/#/search> o llamar al (888)351-4024 para saber dónde se encuentra detenido.

***“Avanzando juntos”***

[www.forwardlatino.org](http://www.forwardlatino.org)

(833)LAT-INO1

[www.forwardlatinoespanol.org](http://www.forwardlatinoespanol.org)



# Tarjetas de derechos constitucionales

## V3.0



### DERECHOS CONSTITUCIONALES

**NO LE ABRA LA PUERTA** a un agente de inmigración a menos que tenga una orden firmada por un juez. Si no es así, no abra la puerta.

**NO CONTESTE NINGUNA PREGUNTA** de un agente de inmigración si el trata de hablar con usted. Tiene derecho a permanecer en silencio o hablar con su abogado.

**NO FIRME NADA** sin antes hablar con un abogado. Usted tiene el derecho de hablar con un abogado.

**SI ESTÀ CONDUCIENDO Y LO DETIENEN**, el oficial puede exigirle que muestre su licencia, el registro del vehículo y un comprobante de seguro, pero no tiene que responder preguntas sobre su estado migratorio.

**SI USTED ESTÀ AFUERA DE SU CASA**, pregunte al agente si es libre para irse y si dice que sí, váyase con tranquilidad.

**Números de teléfono:**

**Abogado:** \_\_\_\_\_ **Consulado:** \_\_\_\_\_

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### CONSTITUTIONAL RIGHTS

**DO NOT OPEN THE DOOR** if an immigration agent is knocking on the door unless They have a warrant signed by a judge. If they do not, do not open the door.

**DO NOT ANSWER ANY QUESTIONS** from an immigration agent if he tries to talk to you. You have the right to remain silent or talk to your attorney.

**DO NOT SIGN ANYTHING** without first talking to an attorney. You have the right to talk to an attorney.

**IF YOU ARE DRIVING AND ARE STOPPED**, the officer may require you to show your license, vehicle registration, and proof of insurance, but you do not have to answer questions about your immigration status.

**IF YOU ARE OUTSIDE YOUR HOME**, ask the agent if you are free to leave and if he or she says yes, leave quietly.

**Phone Numbers:**

**Attorney:** \_\_\_\_\_ **Consulate:** \_\_\_\_\_

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# Forward Latino y Afiliados

## Información del contacto

### V3.0

#### **Forward Latino, Inc.**

Office Location: Franklin, WI

Teléfono: (833)LAT-INO1 or (833)528-4661

[www.forwardlatino.org](http://www.forwardlatino.org) & [www.forwardlatinoespanol.org](http://www.forwardlatinoespanol.org)

#### **Texas Affiliate:**

Southwest Key Programs

Office Location: Austin, TX Phone: (512)462-2181

[www.southwestkey.org](http://www.southwestkey.org)

## GENERAL POWER OF ATTORNEY

STATE OF TEXAS                    §  
                                             §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_ §

THAT I, \_\_\_\_\_, of the County of \_\_\_\_\_ and State of Texas do hereby constitute and appoint \_\_\_\_\_ of \_\_\_\_\_ County, Texas to be my duly and lawfully appointed attorney in fact granting unto said attorney in fact the full power and authority to do and perform any and all acts and/or things necessary or requisite to be done in furtherance of my interests, whether said acts involve any type of real or personal property, granting unto my attorney in fact a universal power of attorney permitting said attorney in fact to act as fully and for all intents and purposes as I might do if I were personally present. I further authorize and empower said attorney in fact to being suit, to recover monies, to recover property or convey personal or real property and to execute receipts, releases and/or any other documents as may be necessary under the circumstances. Said attorney in fact is empowered to use their sole discretion in handling matters relating to my interests. This document does not remain valid if principal becomes incapacitated (non-durable).

This universal power of attorney will not supersede my disability to the fullest extent possible for the laws of the State of Texas.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### **Acknowledgement**

STATE OF TEXAS                    §  
                                             §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

## **Texas Statutes and Code, Family Code Chapter 34**

### **§ 34.0015. Definitions**

In this chapter:

- (1) "Adult caregiver" means an adult person whom a parent has authorized to provide temporary care for a child under this chapter.
- (2) "Parent" has the meaning assigned by Section 101.024.

### **§ 34.002. Authorization Agreement**

Sec. 34.002. AUTHORIZATION AGREEMENT. (a) A parent or both parents of a child may enter into an authorization agreement with an adult caregiver to authorize the adult caregiver to perform the following acts in regard to the child:

- (1) to 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) 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 preschool or in a public or private elementary 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:
  - (A) copies or originals of state-issued personal identification documents for the child, including the child's birth certificate; and
  - (B) 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.

(b) To the extent of any conflict or inconsistency between this chapter and any other law relating to the eligibility requirements other than parental consent to obtain a service under Subsection (a), the other law controls.

(c) An authorization agreement under this chapter 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.

(d) Only one authorization agreement may be in effect for a child at any time. An authorization agreement is void if it is executed while a prior authorization agreement remains in effect.

### **§ 34.003. Contents of Authorization Agreement**

(a) The authorization agreement must contain:

(1) the following information from the adult caregiver:

(A) the name and signature of the adult caregiver;

(B) the adult caregiver's relationship to the child; and

(C) the adult caregiver's current physical address and telephone number or the best way to contact the adult caregiver;

(2) the following information from the parent:

(A) the name and signature of the parent; and

(B) the parent's current address and telephone number or the best way to contact the parent;

(3) the information in Subdivision (2) with respect to the other parent, if applicable;

(4) a statement that the adult caregiver has been given authorization to perform the functions listed in Section 34.002(a) as a result of a voluntary action of the parent and that the adult caregiver has voluntarily assumed the responsibility of performing those functions;

(5) statements that 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 the authorization agreement under this chapter with regard to actual physical possession or care, custody, or control of the child;

(6) statements that:

(A) to the best of the parent's and adult caregiver's knowledge:

(i) there is no court order or pending suit affecting the parent-child relationship concerning the child;

(ii) there is no pending litigation in any court concerning:

(a) custody, possession, or placement of the child; or

(b) access to or visitation with the child; and

(iii) a court does not have continuing jurisdiction concerning the child; or

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

(i) the county in which the court is located;

(ii) the number of the court; and

(iii) the cause number in which the order was issued or the litigation is pending;

(7) a statement that to the best of the parent's and adult caregiver's knowledge there is no current, valid authorization agreement regarding the child;

(8) a statement that the authorization is made in conformance with this chapter;

(9) a statement that the parent and the adult caregiver understand that each party to the authorization agreement is required by law to immediately provide to each other party information regarding any change in the party's address or contact information;

(10) a statement by the parent that:

(A) indicates the authorization agreement is for a term of:

(i) six months from the date the parties enter into the agreement, which renews automatically for six-month terms unless the agreement is terminated as provided by Section 34.008; or

(ii) the time provided in the agreement with a specific expiration date earlier than six months after the date the parties enter into the agreement; and

(B) identifies the circumstances under which the authorization agreement may be:

(i) terminated as provided by Section 34.008 before the term of the agreement expires; or

(ii) continued beyond the term of the agreement by a court as provided by Section 34.008(b); and



(11) space for the signature and seal of a notary public.

(b) The authorization agreement must contain the following warnings and disclosures:

(1) that the authorization agreement is an important legal document;

(2) that the parent and the adult caregiver must read all of the warnings and disclosures before signing the authorization agreement;

(3) that the persons signing the authorization agreement are not required to consult an attorney but are advised to do so;

(4) that the parent's rights as a parent may be adversely affected by placing or leaving the parent's child with another person;

(5) that the authorization agreement does not confer on the adult caregiver the rights of a managing or possessory conservator or legal guardian;

(6) that a parent who is a party to the authorization agreement may terminate the authorization agreement and resume custody, possession, care, and control of the child on demand and that at any time the parent may request the return of the child;

(7) that failure by the adult caregiver to return the child to the parent immediately on request may have criminal and civil consequences;

(8) that, under other applicable law, the adult caregiver may be liable for certain expenses relating to the child in the adult caregiver's care but that the parent still retains the parental obligation to support the child;

(9) that, in certain circumstances, the authorization agreement may not be entered into without written permission of the court;

(10) that the authorization agreement may be terminated by certain court orders affecting the child;

(11) that the authorization agreement does not supersede, invalidate, or terminate any prior authorization agreement regarding the child;

(12) that the authorization agreement is void if a prior authorization agreement regarding the child is in effect and has not expired or been terminated;

(13) that, except as provided by Section 34.005(a-2), the authorization agreement is void unless not later than the 10th day after the date the authorization agreement is signed,

the parties mail to a parent who was not a party to the authorization agreement 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 of the authorization agreement by certified mail, return receipt requested, or international registered mail, return receipt requested, as applicable; and

(B) one copy of the authorization agreement by first class mail or international first class mail, as applicable; and

(14) that the 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.

#### **§ 34.004. Execution of Authorization Agreement**

(a) The authorization agreement must be signed and sworn to before a notary public by the parent and the adult caregiver.

(b) A parent may not execute an authorization agreement without a written order by the appropriate court if:

(1) there is a court order or pending suit affecting the parent-child relationship concerning the child;

(2) there is pending litigation in any court concerning:

(A) custody, possession, or placement of the child; or

(B) access to or visitation with the child; or

(3) a court has continuing, exclusive jurisdiction over the child.

(c) An authorization agreement obtained in violation of Subsection (b) is void.

#### **§ 34.005. Duties of Parties to Authorization Agreement**

(a) If both parents did not sign the authorization agreement, not later than the 10th day after the date the authorization agreement is executed the parties shall mail to the parent who was not a party to the authorization agreement at the parent's last known address, if that parent is living and that parent's parental rights have not been terminated:

(1) one copy of the executed authorization agreement by certified mail, return receipt requested, or international registered mail, return receipt requested, as applicable; and



(2) one copy of the executed authorization agreement by first class mail or international first class mail, as applicable.

(a-1) Except as otherwise provided by Subsection (a-2), an authorization agreement is void if the parties fail to comply with Subsection (a).

(a-2) Subsection (a) does not apply to an authorization agreement if the parent who was not a party to the authorization agreement:

(1) does not have court-ordered possession of or access to the child who is the subject of the authorization agreement; and

(2) has previously committed an act of family violence, as defined by Section 71.004, or assault against the parent who is a party to the authorization agreement, the child who is the subject of the authorization agreement, or another child of the parent who is a party to the authorization agreement, as documented by one or more of the following:

(A) the issuance of a protective order against the parent who was not a party to the authorization agreement as provided under Chapter 85 or under a similar law of another state; or

(B) the conviction of the parent who was not a party to the authorization agreement of an offense under Title 5, Penal Code,<sup>1</sup> or of another criminal offense in this state or in another state an element of which involves a violent act or prohibited sexual conduct.

(b) 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.

### **§ 34.006. Authorization Voidable**

An authorization agreement is voidable by a party if the other party knowingly:

(1) obtained the authorization agreement by fraud, duress, or misrepresentation; or

(2) made a false statement on the authorization agreement.

#### **§ 34.007. Effect of Authorization Agreement**

(a) A person who is not a party to the authorization agreement who relies in good faith on an authorization agreement under this chapter, without actual knowledge that the authorization agreement is void, revoked, or invalid, is not subject to civil or criminal liability to any person, and is not subject to professional disciplinary action, for that reliance if the agreement is completed as required by this chapter.

(b) The authorization agreement does not affect the rights of the child's parent or legal guardian regarding the care, custody, and control of the child, and does not mean that the adult caregiver has legal custody of the child.

(c) An authorization agreement executed under this chapter does not confer or affect standing or a right of intervention in any proceeding under Title 5.

#### **§ 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).

#### **§ 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.

(d) Repealed by Acts 2017, 85th Leg., ch. 244 (H.B. 871), § 13.

(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.

#### **§ 34.009. Penalty**

(a) A person commits an offense if the person knowingly:

(1) presents a document that is not a valid authorization agreement as a valid authorization agreement under this chapter;

(2) makes a false statement on an authorization agreement; or

(3) obtains an authorization agreement by fraud, duress, or misrepresentation.

(b) An offense under this section is a Class B misdemeanor.



## AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

Revised  
October 2017  
Page 1 of 6

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):<br>Adult Caregiver <input type="checkbox"/><br>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.





## AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

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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.