



U.S. Immigration  
and Customs  
Enforcement

# Delegation Of Parental Authority Packet

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## Documentos Para La Delegación De Autoridad Parental

ENGLISH/ESPAÑOL

Instructions – This packet contains the appropriate forms to use for delegating parental rights to another person through “Child” or “Custodial” power of attorney. To find the form for your state, click on the name of the state in the table below. Please note that some states do not recognize parental power of attorney, and some states do not have their own forms for this. For states that do not have their own forms, you will be brought to a “general” parental power of attorney form that may be used. Should you need a form notarized, inquire if your facility has an on-site notary.

All statutes and forms contained herein were last updated in August 2024.

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Instrucciones: este paquete contiene los formularios que se deben usar para delegar los derechos parentales a otra persona a través del poder notarial de “Niño” o “Custodia”. Haga clic en el nombre de su estado en la siguiente tabla para encontrar el formulario para su estado. Tenga en cuenta que algunos estados no reconocen el poder notarial de los padres, y algunos estados no tienen sus propios formularios. Para los estados que no tienen sus propios formularios, se le llevará a un formulario de poder notarial parental "general" que se puede usar. Si necesita un formulario certificado por un notario, pregunte si hay un notario en su centro.

Todos los estatutos y formularios aquí contenidos se actualizaron por última vez en agosto de 2024.

\* If your state is not listed, or a form is not listed for your state, you may be able to refer to the General Form (p. 5).

<b>Alabama</b> <ul style="list-style-type: none"> <li>▪ Law (p.10)</li> <li>▪ Form (p.11)</li> </ul>	<b>Alaska</b> <ul style="list-style-type: none"> <li>▪ Law (p.14)</li> <li>▪ Form (p.18)</li> </ul>	<b>Arizona</b> <ul style="list-style-type: none"> <li>▪ Law (p.21)</li> <li>▪ Form <ul style="list-style-type: none"> <li>○ English (p.22)</li> <li>○ Spanish (p.31)</li> </ul> </li> </ul>	<b>Arkansas</b> <ul style="list-style-type: none"> <li>▪ Law (p.43)</li> <li>▪ Form (p.45)</li> </ul>	<b>California</b> <ul style="list-style-type: none"> <li>▪ Law (p.51)</li> <li>▪ Form (p.60)</li> </ul>
<b>Colorado</b> <ul style="list-style-type: none"> <li>▪ Law (p.70)</li> <li>▪ Form (p.71)</li> </ul>	<b>Connecticut</b> <ul style="list-style-type: none"> <li>▪ Law (p.73)</li> <li>▪ Form (p.76)</li> </ul>	<b>Delaware</b> <ul style="list-style-type: none"> <li>▪ Law (p.81)</li> <li>▪ Form <ul style="list-style-type: none"> <li>○ English (p.87)</li> <li>○ Spanish (p.96)</li> </ul> </li> </ul>	<b>Florida</b> <ul style="list-style-type: none"> <li>▪ Law (p.106)</li> <li>▪ Form (p.111)</li> </ul>	<b>Georgia</b> <ul style="list-style-type: none"> <li>▪ Law (p.114)</li> <li>▪ Form (p.123)</li> </ul>
<b>Hawaii</b> <ul style="list-style-type: none"> <li>▪ Law (p.128)</li> </ul>	<b>Idaho</b> <ul style="list-style-type: none"> <li>▪ Law (p.131)</li> <li>▪ Form <ul style="list-style-type: none"> <li>○ English (p.132)</li> <li>○ Spanish (p.135)</li> </ul> </li> </ul>	<b>Illinois</b> <ul style="list-style-type: none"> <li>▪ Law (p.139)</li> <li>▪ Form <ul style="list-style-type: none"> <li>○ English (p.144)</li> <li>○ Spanish (p.148)</li> </ul> </li> </ul>	<b>Indiana</b> <ul style="list-style-type: none"> <li>▪ Law (p.153)</li> <li>▪ Form <ul style="list-style-type: none"> <li>○ English (p.157)</li> <li>○ Spanish (p.160)</li> </ul> </li> </ul>	<b>Kansas</b> <ul style="list-style-type: none"> <li>▪ Law (p.164)</li> <li>▪ Form (p.167)</li> </ul>
<b>Kentucky</b> <ul style="list-style-type: none"> <li>▪ Law (p.173)</li> <li>▪ Form <ul style="list-style-type: none"> <li>○ English (p.175)</li> <li>○ Spanish (p.176)</li> </ul> </li> </ul>	<b>Louisiana</b> <ul style="list-style-type: none"> <li>▪ Law (p.178)</li> <li>▪ Form (p.181)</li> </ul>	<b>Maine</b> <ul style="list-style-type: none"> <li>▪ Law (p.184)</li> <li>▪ Form (p.186)</li> </ul>	<b>Maryland</b> <ul style="list-style-type: none"> <li>▪ Law (p.188)</li> <li>▪ Form (p.196)</li> </ul>	<b>Massachusetts</b> <ul style="list-style-type: none"> <li>▪ Law (p.204)</li> <li>▪ Form (p.206)</li> </ul>
<b>Michigan</b> <ul style="list-style-type: none"> <li>▪ Law (p.213)</li> <li>▪ Form (p.214)</li> </ul>	<b>Minnesota</b> <ul style="list-style-type: none"> <li>▪ Law (p.221)</li> <li>▪ Form (p.222)</li> </ul>	<b>Mississippi</b> <ul style="list-style-type: none"> <li>▪ Law (p.228)</li> </ul>	<b>Missouri</b> <ul style="list-style-type: none"> <li>▪ Law (p.237)</li> <li>▪ Form (p.241)</li> </ul>	<b>Montana</b> <ul style="list-style-type: none"> <li>▪ Law (p.246)</li> <li>▪ Form (p.247)</li> </ul>
<b>Nebraska</b> <ul style="list-style-type: none"> <li>▪ Law (p.252)</li> <li>▪ Form <ul style="list-style-type: none"> <li>○ English (p.253)</li> <li>○ Spanish (p.255)</li> <li>○ Arabic (p.257)</li> <li>○ Vietnamese (p.261)</li> </ul> </li> </ul>	<b>Nevada</b> <ul style="list-style-type: none"> <li>▪ Law (p.264)</li> <li>▪ Form (p.266)</li> </ul>	<b>New Hampshire</b> <ul style="list-style-type: none"> <li>▪ Law (p.269) <ul style="list-style-type: none"> <li>○ (Effective 1/1/25)</li> </ul> </li> </ul>	<b>New Jersey</b> <ul style="list-style-type: none"> <li>▪ Law (p.271)</li> <li>▪ Form (p.278)</li> </ul>	<b>New Mexico</b> <ul style="list-style-type: none"> <li>▪ Law (p.283)</li> <li>▪ Form (p.284)</li> </ul>
<b>New York</b> <ul style="list-style-type: none"> <li>▪ Law (p.287)</li> <li>▪ Form <ul style="list-style-type: none"> <li>○ English (p.303)</li> <li>○ Spanish (p.313)</li> <li>○ French (p.321)</li> </ul> </li> </ul>	<b>North Carolina</b> <ul style="list-style-type: none"> <li>▪ Law (p.330)</li> <li>▪ Form (p.333)</li> </ul>	<b>North Dakota</b> <ul style="list-style-type: none"> <li>▪ Law (p.335)</li> <li>▪ Form (p.336)</li> </ul>	<b>Ohio</b> <ul style="list-style-type: none"> <li>▪ Law (p.348)</li> <li>▪ Form (p.354)</li> </ul>	<b>Oklahoma</b> <ul style="list-style-type: none"> <li>▪ Law (p.360)</li> <li>▪ Form (p.363)</li> </ul>
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<b>Wisconsin</b> <ul style="list-style-type: none"> <li>▪ Law (p.472)</li> <li>▪ Form (p.481)</li> </ul>				

\* Si su estado no figura en la lista, o si no aparece un formulario para su estado, es posible que pueda consultar el Formulario general (p. 5).

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# General Parental Power of Attorney Form

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## Formulario Notarial General de Poder Parental



## Letter of Designation for Care of a Minor

I/We are the parent(s) or legal guardian(s) of \_\_\_\_\_, born on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(name of child) (MM/DD/YYYY)

I/We designate, \_\_\_\_\_, to sponsor and care for my/our child.  
(name of sponsor)

**I consent that the above named care-giver/sponsor may:**

- \_\_\_\_\_ (Initial) Have temporary care-giving authority for my child, until such time as my child is returned to my physical custody; or his/her custody status is altered by a Federal, State, or local agency; or changed by a court of law.
- \_\_\_\_\_ (Initial) Provide for medical, dental, and mental health care for my child.
- \_\_\_\_\_ (Initial) Provide for my child's physical and mental well-being, including but not limited to providing food, shelter.
- \_\_\_\_\_ (Initial) Enroll my child in school.
- \_\_\_\_\_ (Initial) Temporarily transfer physical custody of my child in the event of an emergency (serious illness, destruction of home, etc.) to another person.

**Name of parent(s) or legal guardian(s) signing the form**

(1) \_\_\_\_\_  
(2) \_\_\_\_\_

**If one of the child's biological parents or other legal guardian is unable to consent please check why**

- Deceased  Mentally or physically unable to give consent  
 Abandoned child  No longer has legal custody of child  
 Child's other parent/legal guardian resides  Other in another location/country

**Address of parent(s) or legal guardian(s) signing the form**

**Parent(s) or legal guardian(s) signature\***

(1) \_\_\_\_\_ (DATE)  
(2) \_\_\_\_\_ (DATE)

\* Please note that by signing this form you are NOT terminating your parental or guardianship rights to your child. You maintain legal custody over your child pursuant to relevant Federal and State law. Stay in close contact with your child and the child's sponsor in order to help make decisions for the child's care and for medical, educational and other service.

**NOTARY SEAL:**

# Ejemplo de carta notariada de designación de custodia

## Carta de designación para el cuidado de un menor de edad

Soy/Somos el padre/la madre o el /los tutor(es) de, \_\_\_\_\_, nacido(a) el \_\_\_\_, de \_\_\_\_, de \_\_\_\_\_.  
(nombre del niño) (MM/DD/AAAA)

Yo designo/Nosotros designamos a, \_\_\_\_\_, para patrocinar y cuidar de mi/nuestro(a) hijo(a).  
(nombre del patrocinador)

**Autorizo que el patrocinador mencionado anteriormente pueda llevar a cabo lo siguiente:**

- \_\_\_\_ (Iniciales) Tener autoridad de cuidado temporal para mi hijo(a), en tanto y en cuanto mi hijo(a) vuelva a mi custodia física; o una agencia local, estatal o federal altere su estado de custodia o un tribunal de justicia lo cambie.
- \_\_\_\_ (Iniciales) Proporcionar atención de salud mental, odontológica y médica para mi hijo(a).
- \_\_\_\_ (Iniciales) Proporcionar bienestar mental y físico para mi hijo(a), que incluye, entre otros, suministro de alimentos, refugio y vestido.
- \_\_\_\_ (Iniciales) Inscribir a mi hijo(a) en la escuela.
- \_\_\_\_ (Iniciales) Transferir temporalmente la custodia física de mi hijo(a) en caso de una emergencia (enfermedad grave, destrucción del hogar, etc.) a otra persona.

**Nombre(s) del padre/la madre o el/los tutor(es) legal(es) que firman el formulario**

(1) \_\_\_\_\_  
(2) \_\_\_\_\_

**Si el padre o madre biológicos del menor de edad u otro tutor legal no puede dar su autorización, marque el motivo.**

- Difunto  Incapacidad mental o física para dar su autorización  
 Niño(a) abandonado(a)  Ya no tiene custodia legal del niño(a)  
 El otro tutor legal o padre del menor vive  Otro en otra ubicación

**Dirección del padre, la madre o el/los tutor(es) legal(es) que firman el formulario**

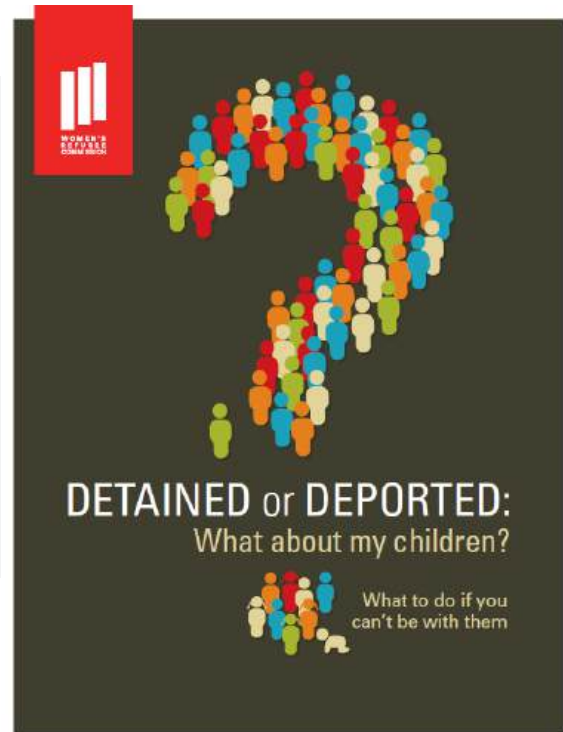
**Firma\* del padre, la madre o el/los tutor(es) legal(es)**

(1) \_\_\_\_\_ (FECHA)  
(2) \_\_\_\_\_ (FECHA)

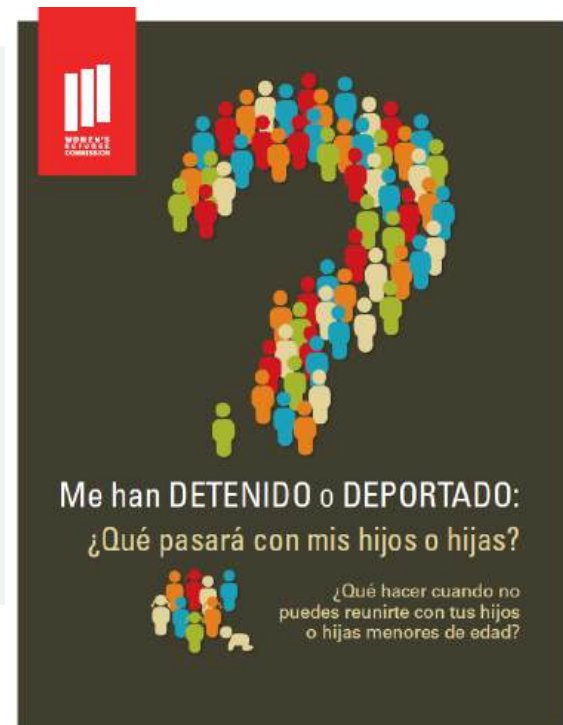
\* Tenga en cuenta que, al firmar este formulario, usted NO revoca sus derechos de padre, madre o de custodia para con su hijo o hija. Mantiene la custodia legal del menor conforme a la ley estatal o federal pertinente. Permanezca en contacto con su hijo o hija y el patrocinador designado para ayudar a tomar decisiones sobre el cuidado, los servicios médicos, educativos y de otra índole del menor.

**SELLO DEL NOTARIO:**

If you have general questions, please consult the Women's Refugee Commission Parental Rights Toolkit (*Detained or Deported: What about my children?*). A hard copy and a digital copy should be accessible in your law library. See Chapter 2: Making Your Own Care Arrangements for Your Children, and the appendices. If there is not a copy in your law library, ask your Deportation Officer or contact the DRIL Detainee Hotline (9116#).



Si tiene preguntas generales, consulte la Caja de herramientas para los derechos de los padres de la Comisión de Mujeres Refugiadas (*Me han detenido o deportado: ¿Qué pasará con mis hijos o hijas?*). Debe haber disponibles una copia impresa y una copia digital en su biblioteca jurídica. Consulte el capítulo 2: *Gestionar el cuidado de sus hijos o hijas*, y los apéndices. Si no hay una copia en su biblioteca legal, pregúntele a su Oficial de Deportación o comuníquese con la línea directa de detenidos de DRIL (9116#).





# Alabama

## ALABAMA

### Code of Alabama §26-2A-7

(a) A parent who has custody, or a guardian, of a minor or incapacitated person, by a properly executed power of attorney, may delegate to another person, for a period not exceeding one year, any power regarding health, support, education, or maintenance of the person or property of the minor child or ward, except the power to consent to marriage or adoption of a minor ward.

Temporary "delegation" of parental powers does not relieve the parent or guardian of the primary responsibility for the minor or incapacitated person.

(b) The provisions of subsection (a) of this section shall not be used or construed to allow a parent or guardian to thwart or circumvent provisions of Chapter 15 of Title 12 and Article 2 of Chapter 2 of Title 44.

# INSTRUCTIONS FOR FILING POWER OF ATTORNEY {Delegation of Powers}

Pursuant to §26-2A-7, Code of Alabama, 1975, a parent wishing to give consent to another person for the care of their child, for a temporary period of time, must fill out one of these forms and have the document recorded in the office of the Probate Judge.

- The Power of Attorney form {Delegation of Powers by Parent(s)} is for the parent(s) to complete. The parent(s) must state in the blank space provided, what powers are to be given the person who has the care of the child. (Permission to consent to medical treatment, permission to take trips, etc.) This procedure does not relieve the parent(s) of legal obligations to the child.
- The form **must** be signed in front of a notary public before recording in the office of the Judge of Probate. **No clerk in this office can assist in the preparing of this form.** The cost of recording this document is **\$10.50.**
- If you do not understand this procedure and do not fill out the forms correctly, it is the suggestion of this office that you seek legal advice in the preparation to insure its accuracy.

**THIS DELEGATION IS GOOD FOR ONE 1 YEAR FROM THE DATE OF SIGNING. IF THE DELEGATION IS NEEDED FOR A LONGER PERIOD OF TIME, IT MUST BE RENEWED EVERY YEAR.**

**IT IS SUGGESTED YOU CHECK WITH THE INSTITUTION OR ORGANIZATION REQUIRING THIS FORM PRIOR TO COMPLETING THIS FORM. THIS DELEGATION IS SUBJECT TO THE RULES AND REGULATIONS OF SCHOOLS, ORGANIZATIONS, MEDICAL AND RECREATIONAL FACILITIES.**

**Judge of Probate  
P. O. Box 223  
Montgomery, AL 36101-0223**

**POWER OF ATTORNEY**  
**{DELEGATION OF POWERS BY PARENTS(S)}**

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with §26-2A-7, *Code of Alabama, 1975*, we \_\_\_\_\_(Mother) and \_\_\_\_\_(Father), the natural parent(s) of \_\_\_\_\_(Minor Child), whose current age is \_\_\_\_\_(years/months) and whose date of birth is \_\_\_\_\_, do delegate to: \_\_\_\_\_, whose address is \_\_\_\_\_, the following powers of consent over said child:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

It is my/our intention that the person named above shall have all the powers of the heretofore stated, except the power to consent to marriage or adoption, of said child, for a period not exceeding one year from the date hereof. We further understand that this temporary power of attorney (delegation) of our parental powers does not relieve us of the primary responsibility of our child;

**GIVING AND GRANTING** unto said person, full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes for the benefit of our child, as we might or could do if personally present, hereby ratifying and confirming all that the said person shall lawfully do or cause to be done by virtue of this power of attorney (delegation of powers) and the rights and powers herein granted;

The above Power of Attorney (Delegation of Powers) of the above named person herein granted shall commence and be in full force and effect on the date set forth below; and such powers shall remain in full force and effect until ONE YEAR from the date set forth below;

**IN WITNESS WHEREOF**, we have signed this Power of Attorney (Delegation of Powers) on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Mother)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Father)

# Alaska

ALASKA

Alaska Statutes 13.26.066

**Sec. 13.26.066. Delegation of powers over minor child.**

(a) A parent or a guardian of a minor child, by a properly executed power of attorney that is substantially in the form provided in (f) of this section, may delegate to another person one or more powers regarding the care or custody of the minor child, except the power to consent to

- (1) the marriage or adoption of the minor child;
- (2) the performance or inducement of an abortion on or for the minor child; or
- (3) the termination of parental rights to the minor child.

(b) A parent or guardian of a minor child may revoke the power of attorney made by the parent or guardian under (a) of this section at any time. A parent of a minor child may revoke a power of attorney that another parent of the minor child has made under (a) of this section. A guardian of a minor child may revoke a power of attorney that another guardian of the minor child has made under (a) of this section. If a parent or guardian revokes a power of attorney, the attorney-in-fact shall return the minor child to the custody of the parent or the guardian as soon as reasonably possible after the revocation.

(c) Except as provided in (d) of this section, a power of attorney under this section is not effective for a period that exceeds one year. However, after a power of attorney expires under this subsection, a parent or guardian may enter into a new power of attorney.

(d) A power of attorney made by a military parent or guardian may be effective for a period that exceeds one year if the military parent or guardian is on active duty, but the power of attorney is not effective for a period that exceeds the length of the active duty plus 30 days.

(e) Unless a parent or guardian revokes a power of attorney, the attorney-in-fact shall exercise the power in the power of attorney without compensation for the duration of the power of attorney.

(f) To designate an attorney-in-fact, a parent or guardian shall execute a power of attorney that is in substantially the following form:

Section 1. I certify that I am the parent or guardian of

(Full name of minor child)(Date of birth)

(Full name of minor child)(Date of birth)

(Full name of minor child)(Date of birth)  
who is/are minor children.

Section 2. I designate \_\_\_\_\_ (Full  
name of attorney- in-fact),  
\_\_\_\_\_ (Street address, city, state, and  
zip code of attorney-in-fact)  
(Home telephone of attorney-in-fact)(Work telephone of attorney-in-fact)

as the attorney-in-fact of each minor child named above. Section 3. I delegate to the attorney-in-fact all of my power and authority regarding the care and custody of each minor child named above, including the right to enroll the child in school, the right to inspect and obtain copies of education records and other records concerning the child, the right to attend school activities and other functions concerning the child, and the right to give or withhold any consent or waiver with respect to school activities, medical treatment, dental treatment, and other activity, function, or treatment that may concern the minor child. This delegation does not include the power or authority to consent to the marriage or adoption of the minor child, the performance or inducement of an abortion on or for the minor child, or the termination of parental rights to the minor child.

OR

Section 4. I delegate to my attorney-in-fact the following specific powers and responsibilities (write in): \_\_\_\_ Delegation under this section does not include the power or authority to consent to the marriage or adoption of the minor child, the performance or inducement of an abortion on or for the minor child, or the termination of parental rights to the minor child. (If you complete Section 4, Section 3 does not apply). Section 5. This power of attorney is effective for a period not to exceed one year, beginning \_\_\_\_\_, 20 \_\_\_\_\_, and ending \_\_\_\_\_, 20 \_\_\_\_\_. I reserve the right to revoke this authority at any time. OR Section 6. I am a military parent or guardian under [AS 13.26.066\(d\)](#). My active duty is scheduled to begin on \_\_\_\_\_, 20 \_\_\_\_\_, and is estimated to end on \_\_\_\_\_, 20 \_\_\_\_\_. I acknowledge that this power of attorney will not last more than one year, or the term of my active duty service plus 30 days, whichever period is longer.

By: \_\_\_\_\_ (Parent/guardian  
signature)

Section 7. I hereby accept my designation as attorney-in-fact for the minor child/children identified in this power of attorney.  
\_\_\_\_\_ (Attorney-in-fact signature)

State of \_\_\_\_\_ Judicial District

### ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for the Judicial District and State identified above, on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, personally appeared

\_\_\_\_\_ (name of parent/guardian) and

\_\_\_\_\_ (name of attorney-in-fact), to

me known to be the persons who executed this power of attorney, and each acknowledged to me that each executed the same as the person's free and voluntary act and deed for the uses and purposes set out in this power of attorney. Witness my hand and official seal the day and year written above. (Signature of notary public) (Seal, if

any) \_\_\_\_\_ (Title and rank) My

commission expires: \_\_\_\_\_ (g) A power of attorney does not change parental rights, legal rights, obligations, or other authority established by an existing court order and does not deprive the parent or guardian of rights, obligations, or other authority relating to the custody, visitation, or support of the minor child.

(h) Except as otherwise determined under another statute, the execution of a power of attorney by a parent or guardian does not constitute abandonment, neglect, or abuse of the minor child or ward under [AS 47.10.013](#) - 47.10.015, unless the parent or guardian fails, after the power of attorney terminates, to retake custody of the child and does not execute a new power of attorney.

(i) Under a power of attorney, a minor child is not considered to be in foster care, and the attorney-in-fact is not considered to be providing foster care for which a license is required under [AS 47.32](#).

(j) In this section,

(1) "active duty" means military duties that are performed full time;

(2) "attorney-in-fact" means the individual to whom a parent or guardian gives a power under a power of attorney;

(3) "foster care" means care provided by a person for which a foster home license is required by [AS 47.32](#);

(4) "guardian" means a natural person who is legally appointed the guardian of a minor child by the court under this chapter;

(5) "military parent or guardian" means a person who is a parent or guardian of a minor and who is a member of



(A) the armed forces of the United States;

(B) a reserve component of the armed forces of the United States;

(C) the National Oceanic and Atmospheric Administration Commissioned Officer Corps or the United States Public Health Service Commissioned Corps, if the member is

(i) assigned by proper authority to duty with the armed forces of the United States; or

(ii) required to serve on active duty with the armed forces of the United States under a call or order of the President of the United States, or to serve on active duty with the military forces of the state;

(6) “minor child” means a natural person who is under 18 years of age, including a stepchild or a grandchild, but not including a foster child;

(7) “parent” includes a stepparent or a grandparent, and a parent who is incarcerated for a criminal conviction, but not a foster parent;

(8) “power of attorney” means a power of attorney entered into under this section.

**POWER OF ATTORNEY OVER A MINOR BY PARENT OR GUARDIAN**  
 (Delegation of Powers Over Minor Child under AS 13.26.066)

I, \_\_\_\_\_, certify that I am the parent or guardian of the minor child(ren) listed below, and I designate \_\_\_\_\_ (name of attorney) as the attorney-in-fact of each named minor child.

Full Name of Minor Child	Date of Birth

**I delegate to the attorney-in-fact:**

ALL of my power and authority regarding the care and custody of each minor child named above. This includes the right to enroll the child in school, the right to inspect and obtain copies of education records and other records concerning the child, the right to attend school activities and other functions concerning the child, and the right to give or withhold any consent or waiver with respect to school activities, medical treatment, dental treatment, and other activity, function, or treatment that may concern the minor child. This delegation does not include the power or authority to consent to the marriage or adoption of the minor child, the performance or inducement of an abortion on or for the minor child, or the termination of parental rights to the minor child.

ONLY the following specific powers and responsibilities (if you choose to write in specific powers and responsibilities here, then the general delegation above does not apply). This delegation must not include the power or authority to consent to the marriage or adoption of the minor child, the performance or inducement of an abortion on or for the minor child, or the termination of parental rights to the minor child.

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*For Non-Military Parents or Guardians:* This power of attorney will last for a period not to exceed one year beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. However, I retain the right to revoke this power of attorney at any time.

*For Military Parents or Guardians:* I am a military parent or guardian under AS 13.26.066(d). My active duty is scheduled to begin on \_\_\_\_\_ and estimated to end on \_\_\_\_\_. I acknowledge that this power of attorney will not last more than one year, or the term of my active duty service plus 30 days, whichever period is longer. I retain the right to revoke this power of attorney at any time.

\_\_\_\_\_  
(Date) (Parent/Guardian Signature)

\_\_\_\_\_  
(Street address, city, state, and zip code) (Phone)

**Acknowledgement**

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the persons who executed the above instrument appeared before me personally in \_\_\_\_\_, Alaska and acknowledged to me that they signed the same freely and voluntarily for the purposes stated in it.

(SEAL) (Notary Public)  
My commission expires: \_\_\_\_\_

*For Attorney-in-Fact:* I accept my designation as attorney-in-fact for the minor child/children identified in this power of attorney.

\_\_\_\_\_  
(Date) (Attorney-in-Fact Signature)

\_\_\_\_\_  
(Street address, city, state, and zip code) (Phone)

**Acknowledgement**

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the persons who executed the above instrument appeared before me personally in \_\_\_\_\_, Alaska and acknowledged to me that they signed the same freely and voluntarily for the purposes stated in it.

(SEAL) (Notary Public)  
My commission expires: \_\_\_\_\_

# Arizona

ARIZONA

14-5104. Delegation of powers by parent or guardian

A parent or a guardian of a minor or incapacitated person, by a properly executed power of attorney, may delegate to another person, for a period not exceeding six months, any powers he may have regarding care, custody or property of the minor child or ward, except power to consent to marriage or adoption of the minor.

# **POWER OF ATTORNEY**

**(PARENTAL)**

**FORMS AND INSTRUCTIONS**

## POWER OF ATTORNEY FORMS

### CHECKLIST

A Power of Attorney is a legal document which you can use to give another adult the authority to act on your behalf.

✓ **You may use the Law Library Resource Center Power of Attorney forms if:**

- you are 18 years of age or older, and
- you live in Arizona, and
- you are of sound mind.

✓ These forms may not meet the legal requirements for states other than Arizona. If you need a Power of Attorney to be valid in another state, you should check with an attorney that practices in that state to ensure the Power of Attorney will be valid.

✓ Which Power of Attorney form you should use depends on what you want the other person to be able to do on your behalf. Please see below for more information on the different types of Powers of Attorney:

➤ If you want the other person to be able to act on your behalf in a wide variety of situations, you may want a **GENERAL POWER OF ATTORNEY**:

- **USE** the General Power of Attorney form to give another adult **complete** authority to act on your behalf in most situations, including personal finances, real and personal property, and a large range of business transactions.
- **DO NOT USE** the General Power of Attorney form to give another adult authority to make decisions regarding your health. Refer to the Health Care Directives available through that Arizona Attorney General's Office at:

[http://www.azag.gov/life\\_care/](http://www.azag.gov/life_care/)

➤ If you want the other person to be able to act on your behalf in specific situations only, you may want a **SPECIAL POWER OF ATTORNEY**:

- **USE** the Special Power of Attorney form to give another adult authority to act on your behalf in **specific** situations only; such as a one-time business transaction or a specific sale of real or personal property.

➤ If you want to give the other person temporary authority over your child(ren), you may want a **PARENTAL POWER OF ATTORNEY**. The Parental Power of Attorney begins on a specific date and ends not more than **six months** later. The only exception to the six month period is for active military personnel, who are given one year delegation of parental authority.

- **USE** the Parental Power of Attorney form to give another adult **temporary** authority over your child or children in a specific situation **and** the person to whom you want to give the authority is willing to accept temporary authority over your child.
- **DO NOT USE** the Parental Power of Attorney form to give another adult guardianship or custody of your child. Please review the guardianship and/or custody paperwork in the Law Library Resource Center.

➤ If you want to give the other person authority over your health care decisions, you may want a **HEALTH CARE POWER OF ATTORNEY**. Please see the Arizona Secretary of State's website or the Maricopa County Superior Court Law Library for more information on Health Care Powers of Attorney. The Law Library Resource Center does not offer these forms.

➤ If you want to revoke or cancel a power or authority previously granted, you may want a **REVOCAION OF POWER OF ATTORNEY**

- **USE** the Revocation form to **cancel or revoke** any existing Power of Attorney.

## Parental Power of Attorney

This packet contains court forms and instructions to file for parental power of attorney. Items in **BOLD** are forms that you will need to file with the Court. Non-bold items are instructions or procedures. Do not copy or file those pages!

Order	File Number	Title	# pages
1	GNPPOA1k	Checklist: <i>You may use these forms if . . .</i>	1
2	GNPPOA1t	Table of Contents (this page)	1
3	GNPPOA10i	Instructions to get a Parental Power of Attorney	1
4	GNPPOA10f	<b>Parental Power of Attorney</b>	2
5	GNPOAFAQ	Frequently Asked Questions	3

The documents you have received are copyrighted by the Superior Court of Arizona in Maricopa County. You have permission to use them for any lawful purpose. These forms shall not be used to engage in the unauthorized practice of law. The Court assumes no responsibility and accepts no liability for actions taken by users of these documents, including reliance on their contents. The documents are under continual revision and are current only for the day they were received. It is strongly recommended that you verify on a regular basis that you have the most current documents.



# INSTRUCTIONS for PARENTAL POWER OF ATTORNEY

A Parental Power of Attorney is sometimes called a form for Delegation of Parental Powers. A person (usually a parent or guardian) signs a Parental Power of Attorney in front of a notary to give a trusted and willing person (Attorney-in-Fact or Agent) power to act in place of the parent or guardian. The parent or guardian in this case is called the Principal. A Parental Power of Attorney must be notarized. A Parental Power of Attorney is NOT a court order.

**STEP 1:**     **OBTAIN** the Power of Attorney packet at the Maricopa County Superior Court “forms” website, or at one of the Law Library Resource Centers located in the valley.

**Downtown Phoenix**  
101 W. Jefferson St.  
Phoenix, Arizona 85003

**Northeast Court Facility**  
18380 North 40<sup>th</sup> Street  
Phoenix, Arizona 85032

**Northwest Court Facility**  
14264 West Tierra Buena Lane  
Surprise, Arizona 85374

**Southeast Court Facility**  
222 East Javelina Avenue  
Mesa, Arizona 85210-6201

- Read the Parental Power of Attorney FAQs and Instructions
- Complete the Parental Power of Attorney Form

**STEP 2:**     **TAKE** the following to a Notary Public. You may find a Notary at most banks or listed in the Yellow Pages. They usually charge a fee. [The Clerk of Court will not notarize your documents and there is no need to file these documents with the Court.]

- The Witness
- The original completed Parental Power of Attorney Form
- Photo ID for the witness and you

**STEP 3:**     **SIGN** the Parental Power of Attorney in front of the Notary and

- Tell the Witness to sign the form in front of the Notary
- Wait for the Notary to notarize the Parental Power of Attorney

**STEP 4:**     **MAKE COPIES** of the Parental Power of Attorney for each person or organization you deal with

- Keep the original for your records
- Give a copy to the Attorney in Fact
- *Show* the people and organizations the *original*, and give them the copy

# POWER OF ATTORNEY DELEGATING PARENTAL POWERS

Principal, the parent or guardian of the children listed below, hereby appoints the below-named Agent/Attorney-in-Fact to act in name and place of Principal, parent, or guardian to have parental authority and to perform general responsibilities of a parent and execute any of the below-listed specific acts, EXCEPT for authorizing the marriage or adoption of the minor children.

## 1. INFORMATION NEEDED:

- Current full legal name of the parent or guardian who is giving the temporary authority over the child(ren)?

\_\_\_\_\_

- The full legal name of each child - and - Date of birth for each child

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

- The full legal name of the person who agrees to and accepts the delegation of Parental Authority: (This is the same as the Attorney-in-Fact mentioned above)

\_\_\_\_\_

- The full physical address of the person who agrees to and accepts the delegation of Parental Authority: \_\_\_\_\_

## 2. RESPONSIBILITIES DELEGATED: Check ONE if you, as a parent or guardian agree to give the following powers to the Attorney-in-Fact:

- I delegate all parental responsibilities I might perform myself
- I delegate only the specific parental responsibilities named as follows:

\_\_\_\_\_  
\_\_\_\_\_

## 3. DURATION: This delegation of Parental Powers lasts up to six (6) months unless I, as Principal, Parent or Guardian, revoke it earlier, or unless I am a member of the military on active duty. Check only one:

- This Parental Power of Attorney begins on \_\_\_\_\_ and expires not more than six (6) months later on \_\_\_\_\_, unless I revoke it earlier or unless I am a member of the military on active duty.
- I am an active duty Military Member who is a parent or guardian of a minor child or ward. I delegate Parental Powers to my Attorney-in-Fact for a period not to exceed one year beginning on \_\_\_\_\_, and expiring not more than twelve (12) months later on \_\_\_\_\_, unless I revoke it earlier (ARS § 14-5107).

4. **MANNER OF REVOCATION:** The Principal may revoke this document in writing at any time before the expiration date, if the specific tasks have been accomplished by the Attorney-in-Fact, for no reason, for cause, or if the Attorney-in-Fact exceeds or violates the scope and authority granted by this document.

5. **COMPENSATION** of Attorney-in-Fact: None.

6. **SIGNATURES:**

**For Principal:**

I, \_\_\_\_\_, the principal, sign my name to this power of attorney this \_\_\_\_\_ day of \_\_\_\_\_ and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney, and that as required by A.R.S. § 14-5501, I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

\_\_\_\_\_  
Principal Signature

**For Witness:**

I, \_\_\_\_\_, the witness, sign my name to the foregoing power of attorney being first duly sworn, and do declare to the undersigned authority the principal signs and executes this instrument as the principal's power of attorney and that the principal signs it willingly, or willingly directs another to sign for the principal, and that I, in the presence and hearing of the principal sign this power of attorney as witness to the principal's signing, and to the best of my knowledge the principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

\_\_\_\_\_  
Witness Signature

7. **NOTARIZATION:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed, sworn to or affirmed, and acknowledged before me by \_\_\_\_\_, the principal, and subscribed and sworn to or affirmed before me by \_\_\_\_\_, witness, this \_\_\_\_\_ day of \_\_\_\_\_.

(notary seal)

\_\_\_\_\_  
Notary Public

# Frequently Asked Questions Power of Attorney and Related Forms

## 1. What is a Power of Attorney?

A Power of Attorney is a legal document that gives an adult the authority to act in your place. The person you appoint to act in your place is known as the "Attorney in Fact" or agent. It is very important that your agent is someone you trust.

With a valid Power of Attorney, the trusted person you name will be legally permitted to take care of important matters granted by the Principal – for example paying your bills or managing your investments.

## 2. Who can use a Power of Attorney?

A person who is 18 years of age or older in Arizona and is of sound mind can use the Power of Attorney as either a Principal, witness or Attorney in Fact.

## 3. What types of Power of Attorney forms are available in the Law Library Resource Center?

- *General Power of Attorney* – This power of attorney delegates unlimited authority to another person for them to act on your behalf.
- *Special Power of Attorney* – This power of attorney delegates limited authority to another person for them to act on your behalf.
- *Parental Power of Attorney* – This power of attorney temporarily delegates parental powers for six months unless you are active in the military.
- *Durable Power of Attorney* -The general and special powers of attorney can all be made "durable" by adding certain text to the document. This means that the document will remain in effect or take effect if you become disabled or incapacitated.

There are other types of Powers of Attorney. Further information is available at the Law Library Resource Center.

## 4. Who is "the Principal" on the Power of Attorney form?

The Principal is the person who gives the permission and authority to carry out his or her business.

## 5. What is an "Attorney in Fact"?

An Attorney in Fact is a person or agent chosen by the principal, who accepts the responsibility to act in place of the principal. He or she is an adult that the principal can trust, to do what the principal directs in writing. An Attorney in Fact has nothing to do with a lawyer or an "attorney at law."

6. What is the difference between a Power of Attorney and a Durable Power of Attorney?

A power of attorney is a means by which by one person, called a principal, authorizes another person, called an attorney-in-fact or agent, to legally undertake some action or business of the principal on the principal's behalf. A durable power of attorney is a special form of authorization that allows the attorney-in-fact to continue acting on the principal's behalf even if the principal is ill or unable to communicate.

7. When does the Durable Power of Attorney become effective?

The Durable Power of Attorney available from the Law Library Resource Center website becomes effective when the Principal and Witness sign the Power of Attorney in front of a notary.

8. How is the Durable Special Power of Attorney different from a Power of Attorney that delegates parental powers?

A Durable Special Power of Attorney differs from a Parental Power of Attorney because it can be used for specific tasks other than delegation of parental powers. The Power of Attorney to delegate parental powers is specific only to the parent-child relationship.

9. Do I need to know the witness?

No. However, you cannot expect that an informed adult will be available to act as a witness at the notary office. In order to be prepared, it is best to take a person willing to be a witness with you to the notary office. Also, it may be helpful to have a person (the witness) know that you executed a Power of Attorney.

Also, it is not a requirement that the notary public provide customers with a translator. It may be in the best interest of the Principal to have a trusted witness to translate. A witness/translator may need to be present to verbally translate oaths before having their signature notarized.

10. May a non-Arizonan use these forms?

These Power of Attorney forms are based on Arizona law. Arizona law has requirements for the Principal, witness, Attorney in Fact, Notary, as well as the Power of Attorney form. These requirements may differ from those in other states. The people who sign and use the Arizona Power of Attorney form must follow these instructions and abide by Arizona Power of Attorney laws.

11. May I edit or remove language from the Power of Attorney form?

Yes, but in specific places only. The places for editing the form are indicated by a box to check or a line to mark, where you are given choices of the tasks you want the Attorney in Fact to perform. You may cross out any task you do not want your Attorney in Fact to do, or you may check mark the section you want the Attorney in Fact to perform. Both the principal and agent should initial any changes in these specified places.

12. May I use these Power of Attorney forms for health care or end-of-life planning?

No. For a packet of forms for end-of-life and health planning go to the Arizona Attorney General's office or website.

13. Can a Power of Attorney be used to distribute assets upon death of the Principal?

No. The Power of Attorney ends upon death the Principal (or on the end date, or date of revocation). Generally, the probate process is used to distribute assets if the Principal has died.

14. How can I cancel or revoke a Power of Attorney?

Revocation means to recall or cancel a power or authority previously granted. You can revoke a Power of Attorney at any time and for whatever reason you wish. You must do it in writing and give a copy of the revocation form to any interested third party such as a bank or financial institution whom you or your Agent have business. If your power of attorney was recorded for real estate purposes, the revocation must be recorded as well.

If you have a Durable Power of Attorney, you must be competent to make the decision to revoke or revise the Power of Attorney. If the Principal is not competent, a Durable Power of Attorney continues until the Principal dies.

15. When does a Power of Attorney end?

Generally, a Power of Attorney ends upon revocation, at the designated end date, or upon the death of the Principal.

16. Do I need to record this Power of Attorney?

It depends on what the Power of Attorney form directs the Attorney in Fact to do on your behalf. For example, you must record the Power of Attorney if the document directs the Attorney in Fact to transfer real property. (See A.R.S. §§ 33-411 through 33-423 – Conveyances and Deeds – Recording)

Generally, other types of Power of Attorney forms do not need to be recorded. Recordation is the act of entering a document with the county's recorder's office. The act of recording a Power of Attorney makes it a public record and enables those who rely on its existence (banks, contractors, attorneys) to easily verify your document. Also, if your Power of Attorney is lost or destroyed, the recorded document enables the Attorney in Fact to prove that s/he was actually appointed and has the authority to act as your agent.

17. What do I do with the Power of Attorney after I complete it?

The Power of Attorney does not need to be filed with the Court. Each person who is made your Agent should keep the original of his or her Power of Attorney form in a convenient place so that it can be located easily when needed. Many people will want to see the original Power of Attorney before permitting your Attorney-in-Fact to act on your behalf. At times, a copy of the Power of Attorney may be requested in connection with a particular transaction, but the Agent should never release the original. Please see #16 for information on recording the Power of Attorney.

**POWER OF  
ATTORNEY**  
*(PODER LEGAL)*

**(PARENTAL)**  
*(PATERNAL)*

**FORMS AND INSTRUCTIONS**  
*(FORMULARIOS E INSTRUCCIONES)*

## FORMULARIOS PARA PODER LEGAL

### LISTA DE VERIFICACIÓN

Un poder legal es un documento legal que usted puede usar para otorgar a otro adulto la autoridad de actuar en su nombre y representación.

- ✓ **Podrá usar los formularios para poder legal del Centro de Recursos de la Biblioteca de Derecho si:**
  - usted tiene 18 o más años de edad, y
  - usted vive en Arizona, y
  - usted está en pleno uso de todas sus facultades mentales
- ✓ Estos formularios podrían no cumplir con los requisitos legales para estados que no sean el estado de Arizona. Si necesita que un poder legal sea válido en otro estado, deberá consultar a un abogado que practique la profesión en ese estado para cerciorarse de que el poder vaya a ser válido.
- ✓ El formulario para poder legal que usted deberá usar dependerá de lo que usted quiere que la otra persona pueda hacer en su nombre y representación. Por favor continúe leyendo para obtener más información acerca de los distintos tipos de poder legal:
- Si usted quiere que la otra persona pueda actuar en su nombre y representación en una amplia variedad de situaciones, le convendría un **PODER LEGAL GENERAL**:
  - **USE** el formulario para poder legal general para otorgar a otra persona adulta la autoridad **completa** para actuar en nombre y representación suya en la mayoría de las situaciones, inclusive finanzas personales, bienes inmuebles y bienes personales, y una amplia gama de transacciones comerciales.
  - **NO USE** el formulario para poder legal general para otorgar a otra persona adulta la autoridad para tomar decisiones pertinentes a su salud. Remítase a las directrices para el cuidado de la salud disponibles por intermedio de la Oficina del Procurador General del Estado de Arizona en: [http://www.azag.gov/life\\_care/](http://www.azag.gov/life_care/)



- Si usted quiere que la otra persona pueda actuar en su nombre y representación en situaciones específicas solamente, le convendría un **PODER LEGAL ESPECIAL**:
- **USE** el formulario para poder legal especial para otorgar a otra persona adulta la autoridad para actuar en nombre y representación en situaciones **específicas** solamente, como por ejemplo para una transacción comercial que ocurrirá una sola vez o la venta específica de bienes inmuebles o personales.
- Si quiere otorgar a la otra persona autoridad provisional sobre su hijo o sus hijos, le convendría un **PODER LEGAL PATERNAL**. El poder legal paternal comienza en una fecha específica y termina no más de **seis meses** más tarde. La única excepción al período de seis meses es para el personal militar activo, a los que se les otorga la delegación de la patria potestad por un año.
- **USE** el formulario para poder legal paternal para otorgar a otra persona adulta autoridad **provisional** sobre su hijo o sus hijos en una situación específica y la persona la que quiere otorgar la autoridad está dispuesta a aceptar la autoridad provisional sobre su hijo.
  - **NO USE** el formulario para poder legal paternal para otorgar a otra persona adulta la tutela o la custodia de su hijo. Por favor examine los documentos para la tutela y/o la custodia en el Centro de recursos de la biblioteca de derecho.
- Si quiere otorgar a la otra persona autoridad sobre sus decisiones de cuidado de la salud, le convendría un **PODER LEGAL PARA CUIDADO DE LA SALUD**. Visite el sitio web del Secretario de Estado de Arizona of la Biblioteca Legal del Tribunal Superior del Condado de Arizona para obtener más información sobre los poderes legales para cuidado de la salud. El Centro de recursos de la biblioteca de derecho no ofrece estos formularios.
- Si quiere revocar o cancelar un poder o autoridad que se hubo otorgado previamente, le convendría una **REVOCACIÓN DE PODER LEGAL**.
- **USE** el formulario de revocación para **cancelar o revocar** todo poder legal existente.

## *Poder Legal Paternal*

*Esta serie de documentos (paquete) contiene formularios judiciales e instrucciones para la presentación del poder legal paternal. Los artículos indicados en NEGRILLA son formularios que deberá presentar ante el Tribunal. Los artículos que no están en negrilla son instrucciones o procedimientos. ¡No copie ni presente esas páginas!*

<i>Orden</i>	<i>Número de expediente</i>	<i>Título</i>	<i>Núm. de páginas</i>
<i>1</i>	<i>GNPOA1ks</i>	<i>Lista de verificación: Puede usar estos formularios si ...</i>	<i>2</i>
<i>2</i>	<i>GNPPOA1ts</i>	<i>Tabla de materias (esta página)</i>	<i>1</i>
<i>3</i>	<i>GNPPOA10is</i>	<i>Instrucciones para obtener un poder legal paternal</i>	<i>1</i>
<i>4</i>	<i>GNPPOA10fs</i>	<b><i>Poder Legal Paternal</i></b>	<i>3</i>
<i>5</i>	<i>GNPOAFAQs</i>	<i>Preguntas frecuentes</i>	<i>3</i>

*El Tribunal superior de Arizona del condado de Maricopa cuenta con los derechos de autor sobre los documentos que recibió. Se le autoriza utilizarlos con fines legítimos. Estos formularios no deberán usarse en la práctica no autorizada de la ley. El Tribunal no asume responsabilidad alguna y no acepta obligación alguna por las acciones de los usuarios de estos documentos, ni por la confiabilidad de su contenido. Estos documentos se revisan continuamente y tienen vigencia sólo para la fecha en que se reciben. Se le recomienda verificar constantemente que posea los documentos más actualizados.*

# ***INSTRUCCIONES para PODER LEGAL PATERNAL***

*Algunas veces se hace referencia al poder legal paternal como un formulario para la delegación de la patria potestad. Una persona (usualmente uno de los padres o un tutor) firma un poder legal paternal ante un notario para conceder a una persona de confianza y dispuesta (agente o apoderado) el poder de actuar en lugar de uno de los padres o del tutor. En este caso, al padre, a la madre o al tutor se le conoce como el concedente. Es necesario certificar el poder legal paternal ante un notario. Un poder legal paternal No es una orden judicial.*

**PASO 1:** ***OBTENGA*** la serie de documentos de Poder legal en el sitio Web de "formularios" del Tribunal Superior en el Condado de Maricopa ***O*** en una de las localidades del Centro de recursos de la biblioteca de derecho del valle.

***Downtown Phoenix***  
101 W. Jefferson St.  
Phoenix, Arizona 85003

***Northeast Court Facility***  
18380 North 40th Street  
Phoenix, Arizona 85032

***Northwest Court Facility***  
14264 West Tierra Buena Lane  
Surprise, Arizona 85374

***Southeast Court Facility***  
222 East Javelina Avenue  
Mesa, Arizona 85210-6201

- *Lea las preguntas frecuentes y las instrucciones para el poder legal paternal*
- *Llene el formulario del poder legal paternal*

**PASO 2:** ***LLEVE*** lo siguiente a un notario público. Puede encontrar un notario en la mayoría de los bancos o en las páginas amarillas. Los notarios por lo general cobran una tarifa. [El secretario del tribunal no notariará sus documentos y no hay necesidad de presentar los documentos con el tribunal.]

- *El testigo*
- *El formulario original del poder legal paternal llenado*
- *Documento de identificación con foto para usted y para el testigo*

**PASO 3:** ***FIRME*** el poder legal paternal ante un notario y

- *Pídale al testigo que firme el formulario ante el notario*
- *Espere a que el notario certifique el poder legal paternal*

**PASO 4:** ***HAGA COPIAS*** del poder legal paternal para cada persona u organización con la que trate

- *Quédese con el original para sus archivos*
- *Entregue una copia al apoderado*
- *Muéstreles el original a las personas y organizaciones y entrégueles la copia*

**POWER OF ATTORNEY DELEGATING PARENTAL POWERS**  
*(PODER LEGAL PARA DELEGACIÓN DE LA PATRIA POTESTAD)*

Principal, the parent or guardian of the children listed below, hereby appoints the below -named Agent/Attorney-in-Fact to act in name and place of Principal, parent or guardian to have parental authority and to perform general responsibilities of a parent and execute any of the below-listed specific acts, EXCEPT for authorizing the marriage or adoption of the minor children

*(El concedente, el padre, la madre o el tutor de los niños indicados a continuación, por el presente nombro al agente/apoderado indicado a continuación para que actúe en nombre y representación del concedente, el padre, la madre o el tutor para tener autoridad paternal y para llevar a cabo las responsabilidades generales de un padre y realizar cualquiera de los actos específicos indicados a continuación, EXCEPTO la autorización para el matrimonio o adopción de los menores.)*

**1. INFORMATION NEEDED: / (INFORMACIÓN NECESARIA:)**

**Current full legal name of the parent or legal guardian who is giving temporary authority over the child(ren).**

*(Nombre legal completo del padre, la madre o el tutor que está otorgando la autoridad temporal sobre el menor o los menores)*

---

<b>Full legal name of each child</b> <i>(El nombre legal completo de cada menor</i>	<b>-and- - y -</b>	<b>Date of birth for each child</b> <i>La fecha de nacimiento de cada menor)</i>
--	------------------------	---

- |          |  |       |
|----------|--|-------|
| 1. _____ |  | _____ |
| 2. _____ |  | _____ |
| 3. _____ |  | _____ |
| 4. _____ |  | _____ |
| 5. _____ |  | _____ |

**The full legal name of the person who agrees to and accepts the delegation of Parental Authority: (This is the same as the Attorney-in-Fact mentioned above)**

*(El nombre legal completo de la persona que consiente en y acepta la delegación de la patria potestad: (Esta persona es la misma que el apoderado antes mencionado))*

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**The full physical address of the person who agrees to and accepts the delegation of Parental Authority:**

*(El nombre legal completo de la persona que consiente en y acepta la delegación de la patria potestad:)*

**2. RESPONSIBILITIES DELEGATED: Check ONE if you, as a parent or guardian agree to give the following powers to the Attorney-in-Fact:**

*(RESPONSABILIDADES DELEGADAS: Marque UNA casilla si usted, en su calidad de padre, madre o tutor consiente en otorgar los siguientes poderes al apoderado:)*

- I delegate all parental responsibilities I might perform myself.  
(Delego todas las responsabilidades paternales que yo mismo podría realizar.)
- I delegate only the specific parental responsibilities named as follows:  
(Delego solamente las responsabilidades paternales que se indican a continuación:)

\_\_\_\_\_.

**3. DURATION:** This delegation of Parental Powers lasts up to six (6) months unless I, as Principal, Parent or Guardian, revoke it earlier, or unless I am a member of the military on active duty. Check only one:  
(**DURACIÓN:** Esta delegación de poderes paternales tienen una duración de hasta seis (6) meses a menos que yo, en mi calidad de concedente, padre, madre o tutor, lo revoque antes, o a menos que yo sea miembro de las fuerzas armadas en servicio activo. Marque sólo una casilla:)

- This Parental Power of Attorney begins on \_\_\_\_\_ and expires not more than six (6) months later on \_\_\_\_\_, unless I revoke it earlier or unless I am a member of the military on active duty.

(Este Poder legal paternal comienza el xxxxxxxxxxxxxx y se vence no más de seis (6) meses después, el xxxxxxxxxxxxxx, a menos que yo lo revoque antes o a menos que yo sea miembro de las fuerzas armadas en servicio activo.)

- I am an active duty Military Member who is a parent or guardian of a minor child or ward. I delegate Parental Powers to my Attorney-in-Fact for a period not to exceed one year beginning on \_\_\_\_\_, and expiring not more than twelve (12) months later on \_\_\_\_\_, unless I revoke it earlier. (A.R.S. § 14-5107)

(Soy miembro de las fuerzas militares en servicio activo que uno de los padres o el tutor de un menor o pupilo. Delego la patria potestad a mi apoderado por un período que no excederá de un año a partir del xxxxxx, y que se vencerá no más de doce (12) meses después, el xxxxxx, a menos que yo lo revoque antes. (A.R.S. § 14-5107))

**4. MANNER OF REVOCATION:** The Principal may revoke this document in writing at any time before the expiration date, if the specific tasks have been accomplished by the Attorney-in-Fact, for no reason, for cause, or if the Attorney-in-Fact exceeds or violates the scope and authority granted by this document.

(**CÓMO REVOCARLO:** El concedente puede revocar este documento por escrito en cualquier momento antes de su fecha de vencimiento, si el apoderado ha cumplido las tareas específicas, por cualquier razón, por causa o si el apoderado excede o infringe el ámbito de aplicación y la autoridad otorgada por este documento.)

**5. COMPENSATION of Attorney-in-Fact: None.**  
(**COMPENSACIÓN para el apoderado: Ninguna.**)

**6. SIGNATURES: / (FIRMAS:)**

**For Principal: / (Por el Concedente:)**

I, \_\_\_\_\_, the principal, sign my name to this power of attorney this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney, and that as required by A.R.S. § 14-5501, I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

\_\_\_\_\_  
Principal Signature / (Firma del Concedente)

(Yo, XXXXXXXXXX, el concedente, firmo mi nombre en este poder legal a los xxx días de XXXXXXXXXX y, habiendo primero jurado debidamente, certifico a la autoridad abajo firmante que estoy firmando este documento como mi poder legal y que lo estoy firmando voluntariamente, o que voluntariamente estoy indicándole a otra persona que firme por mí, que lo estoy firmando como un acto libre y voluntario para los fines indicados en el poder legal, y que según lo exigido por A.R.S. § 14-5501, tengo dieciocho o más años de edad, estoy en pleno uso de todas mis facultades mentales y no estoy bajo coacción ni influencia indebida.)

**For Witness:** / (Por el Testigo:)

I, \_\_\_\_\_, the witness, sign my name to the foregoing power of attorney being first duly sworn, and do declare to the undersigned authority he principal signs and executes this instrument as the principal's power of attorney and that the principal signs it willingly, or willingly directs another to sign for the principal, and that I, in the presence and hearing of the principal sign this power of attorney as witness to the principal's signing, and to the best of my knowledge the principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

(Yo, XXXXXXXXXX, el testigo, firmo mi nombre en el poder legal anterior habiendo primero jurado debidamente, y certifico a la autoridad abajo firmante que el concedente está firmando este documento como poder legal del concedente y que el concedente lo está firmando voluntariamente, o que está voluntariamente indicándole a otra persona que firme por el concedente, y que yo, en presencia del concedente firmo este poder legal como testigo de su firma por el concedente, y que según mi leal saber y entender el concedente tiene dieciocho o más años de edad, está en pleno uso de todas sus facultades mentales y no está bajo coacción ni influencia indebida.)

\_\_\_\_\_  
**Witness Signature** / (Firma del Testigo)

**7. NOTARIZATION:** / (CERTIFICACIÓN NOTARIAL:)

**STATE OF** \_\_\_\_\_  
(ESTADO DE)

**COUNTY OF** \_\_\_\_\_  
(CONDADO DE)

**Subscribed, sworn to or affirmed, and acknowledged before me by** \_\_\_\_\_, **the principal,**  
(Suscrito, jurado o afirmado, y reconocido ante mí por \_\_\_\_\_ el director,)

**and subscribed and sworn to or affirmed before me by** \_\_\_\_\_, **witness, this**  
(y suscrito y jurado o afirmado ante mí por \_\_\_\_\_ testigo, este día)

\_\_\_\_\_ **day of** \_\_\_\_\_.  
(de)

(notary seal) / (sello notarial)

\_\_\_\_\_  
**Notary Public**  
(Notario público)

## *Preguntas Frecuentes Poder Legal y Formularios Relacionados*

### *1. ¿Qué es un poder legal?*

*Un poder legal es un documento legal que otorga a un adulto la autoridad de actuar en nombre y representación suya. La persona a la que usted nombra para que actúe en nombre y representación de usted se conoce como un “apoderado” o agente. Es muy importante que su agente sea una persona en la que usted confía.*

### *2. ¿Quién puede usar un poder legal?*

*Una persona de 18 años de edad o mayor en Arizona y que está en pleno uso de sus facultades mentales puede usar un poder legal como concedente, testigo o apoderado.*

### *3. ¿Qué tipos de formularios para poder legal están disponibles en el Centro de Recursos de la Biblioteca de Derecho?*

- *Poder legal general – Este poder legal delega autoridad ilimitada a otra persona para que esa persona actúe en su nombre y representación.*
- *Poder legal especial – Este poder legal delega autoridad limitada a otra persona para que esa persona actúe en su nombre y representación.*
- *Poder legal paternal – Este poder legal delega temporalmente la patria potestad por seis meses, a menos que usted sea un miembro de las Fuerzas Armadas en servicio activo.*
- *Poder legal “durable” – Los poderes legales generales y especiales pueden volverse “durables” añadiendo un cierto texto al documento. Esto significa que el documento continuará estando vigente o entrará en vigencia si usted queda incapacitado o pierde la plena posesión de sus facultades mentales.*

*Hay otros tipos de poder legal. Puede encontrar más información en el Centro de Recursos de la Biblioteca de Derecho.*

### *4. ¿Quién es “el concedente” en un formulario de poder legal?*

*El concedente es la persona que otorga la autoridad para que alguien se encargue de sus asuntos.*

### *5. ¿Qué es un “apoderado”?*

*Un apoderado es una persona o agente elegido por el concedente, quien acepta la responsabilidad. Esta persona es una persona adulta en la que el concedente puede confiar para que haga lo que el concedente le indique que haga por escrito. Un apoderado no tiene nada que ver con un abogado.*

### *6. ¿Cuál es la diferencia entre un poder legal y un poder legal durable?*

*El poder legal durable solamente entra en vigencia si usted queda incapacitado o pierde la plena posesión de sus facultades mentales. Otra diferencia es que el poder legal comienza y termina en fechas específicas o cuando el concedente muere. Un poder legal duradero no tiene una fecha final especificada - termina solamente cuando el concedente muere o cuando se revoca.*

7. *¿Cuándo entra en vigencia el poder legal duradero?*

*Un poder legal durable entra en vigencia cuando el concedente y el testigo firman el poder legal ante un notario.*

8. *¿En qué se diferencia un poder legal especial durable de un poder legal que delega la patria potestad?*

*Un poder legal especial durable es diferente porque puede usarse para tareas específicas que no sean la delegación de la patria potestad. El poder legal para delegar la patria potestad es un poder legal específico sólo para la relación padre/madre-hijo.*

9. *¿Debo conocer al testigo?*

*No. Sin embargo, no puede esperar que haya disponible un adulto informado que pueda actuar como testigo en la oficina del notario. Para estar preparado, lo mejor es llevar consigo a la oficina del notario a una persona que esté dispuesta a actuar como testigo. Asimismo, puede ser útil dejar saber a una persona (el testigo) que usted ha firmado un poder legal.*

*Tampoco es un requisito que el notario público provea los servicios de un traductor a los clientes. Podría ser lo mejor para el concedente tener un testigo en el que confíe para que traduzca. Podría ser necesario que un testigo/traductor esté presente para traducir verbalmente los juramentos antes de que el notario certifique las firmas.*

10. *¿Puede una persona que no sea de Arizona usar estos formularios?*

*Estos formularios para poder legal están basados en las leyes de Arizona. Las leyes de Arizona tienen requerimientos para el concedente, el testigo, el apoderado, el notario, así como para el formulario para poder legal. Estos requerimientos pueden ser distintos de los requerimientos en otros estados. Las personas que firman y usan el formulario para poder legal de Arizona tienen que seguir estas instrucciones y regirse por las leyes para el poder legal de Arizona.*

11. *¿Puedo editar o eliminar texto del formulario para poder legal?*

*Sí, pero en lugares específicos solamente. Los lugares para editar el formulario están indicados por una casilla para marcar o una línea para marcar, donde se le ofrecerán opciones para las tareas que usted quiere que el apoderado realice. Usted podrá tachar toda tarea que usted no quiera que su apoderado realice, o podrá colocar una marca en la casilla de la sección que usted quiere que su apoderado realice. Tanto el concedente como el agente deberán poner sus iniciales en estos lugares especificados.*

12. *¿Puedo usar estos formularios para poder legal para cuidado de la salud o para la planificación del final de la vida?*

*No. Para una serie de documentos para la planificación del final de la vida y la salud, vaya a la Oficina del Procurador General del Estado o a su sitio web en: [http://www.azag.gov/life\\_care/LCP\\_Packet.pdf](http://www.azag.gov/life_care/LCP_Packet.pdf)*



13. *¿Se puede utilizar un poder legal para distribuir activos en caso de muerte del concedente?*

*No, un poder legal termina tras la muerte del concedente. (O en la fecha de finalización, o la fecha de revocación). Generalmente, el proceso de la testamentaria es utilizado para distribuir los activos si el concedente ha muerto.*

14. *¿Cómo puedo cancelar o revocar un poder legal?*

*El término “revocación” significa cancelar un poder o autoridad que se hubo concedido previamente. Usted puede revocar un poder legal en cualquier momento y por la razón que usted desee hacerlo. Será necesario que haga esto por escrito y que entregue una copia del formulario de revocación a todo tercero interesado, como por ejemplo un banco o una institución financiera con la que usted o su agente o representante tenga asuntos que tratar.*

*Si su poder legal se registró para fines de bienes raíces, también será necesario registrar la revocación. Si su poder legal se registró ante el Registrador del condado para fines de bienes raíces, también será necesario registrar la revocación ante el Registrador del condado. La oficina del Registrador del condado cobra una cuota por este servicio.*

15. *¿Cuándo termina un poder legal?*

*Generalmente, un poder legal termina tras la revocación, en la fecha de finalización designada, o en el fallecimiento del concedente.*

16. *¿Debo registrar este poder legal?*

*El registro es el acto de anotar un documento o los antecedentes de un acto en un volumen público oficial con el fin de notificar, suministrar evidencia auténtica y para su conservación. El acto de registrar un poder legal lo convierte en documentación pública y permite a los que dependen de su existencia (bancos, contratistas, abogados) verificar el documento fácilmente. Asimismo, si su poder legal se pierde o destruye, el documento registrado le permite al apoderado demostrar que en realidad se le nombró como tal y que tiene la autoridad de actuar como agente suyo.*

*Sería conveniente que registrase su poder legal en la oficina del Registrador del condado. La oficina del Registrador del condado cobra una cuota por este servicio.*

*Será necesario que usted registre el poder legal si el documento le indica al apoderado transferir bienes inmuebles. (Remítase a A.R.S. §§ 33-411 a 33-423 – Conveyances and Deeds – Recording [Transferencias y escrituras de propiedad – Registro]). La oficina del Registrador del condado cobra una cuota por este servicio.*

17. *¿Qué debo hacer con el poder legal después de que lo haya completado?*

*El poder legal no tiene que presentarse ante el Tribunal. Cada persona a la que usted nombra como su agente deberá guardar el original de su formulario para poder legal en un lugar conveniente de manera que pueda encontrarlo fácilmente cuando lo necesite. Muchas personas van a querer ver el poder legal original antes de permitir a su apoderado actuar en nombre y representación de usted. En algunas ocasiones, se podrá solicitar el poder legal en relación con una transacción en particular, pero el agente nunca deberá entregar el original. Remítase al #16 para información sobre el registro del poder legal.*

# Arkansas

## ARKANSAS

28-68-213. Personal and family maintenance.

**(a)** Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to personal and family maintenance authorizes the agent to:

**(1)** perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:

**(A)** the principal's children;

**(B)** other individuals legally entitled to be supported by the principal; and

**(C)** the individuals whom the principal has customarily supported or indicated the intent to support;

**(2)** make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party;

**(3)** provide living quarters for the individuals described in paragraph (1) by:

**(A)** purchase, lease, or other contract; or

**(B)** paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals;

**(4)** provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in paragraph (1);

**(5)** pay expenses for necessary health care and custodial care on behalf of the individuals described in paragraph (1);

**(6)** act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as it existed on January 1, 2011, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal;

**(7)** continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in paragraph (1);

**(8)** maintain credit and debit accounts for the convenience of the individuals described in paragraph (1) and open new accounts; and

**(9)** continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

**(b)** Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an agent may or may not have with respect to gifts under this chapter.



CENTER FOR ARKANSAS  
LEGAL SERVICES



LEGAL AID *of* ARKANSAS  
Equal Access to Justice

# Power of Attorney for Minor Packet

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This self-help resource was created for people representing themselves in court by Legal Aid of Arkansas and the Center for Arkansas Legal Services. These forms and any accompanying information are free of charge and may be used for adult name change.

**READ ALL INSTRUCTIONS IN THIS PACKET VERY CAREFULLY.**

## PACKET CONTENTS:

- **Packet Instructions**
- **Power of Attorney for Minor**

## Disclaimer

Legal Aid of Arkansas and The Center for Arkansas Legal Services provide this Packet free to the public. This packet has legal information to help Arkansas residents with their legal problems. The information and forms in this packet are not legal advice. This packet and forms are not a substitute for the counsel or representation of a licensed attorney. There is no guarantee about the accuracy of this packet and its forms. You assume the risk of using this packet. Neither organization is responsible for the consequences of use. Using this packet and forms does not create an attorney-client relationship. By using this packet, you agree not to sell or make a profit from any information or form you get through this packet. If someone is selling this packet for profit, please notify us at [communications@arlegalaid.org](mailto:communications@arlegalaid.org).

## **POWER OF ATTORNEY FOR MINOR PACKET**

Please read the following instructions and information very carefully. Remember that it is always best to consult with an attorney about your legal issue if possible.

There are many different types of Powers of Attorney. Each type has a different purpose and grants different levels of power to the agent. The Power of Attorney created here is for a caregiver of a minor child that is not the custodial parent or legal guardian. ***This document may be particularly helpful when establishing residency for the child's school enrollment or to provide medical consent.***

**CAUTION:** Choose your agent with extreme care. You are giving that person a great deal of responsibility and authority with this document by allowing this person to make important decisions concerning your child.

### **GLOSSARY (TERMS TO KNOW)**

- **Agent:** a person who is authorized to act for another. Also, called attorney-in-fact.
- **Principal:** the person who has given the authority to the agent to act on their behalf.
- **Power of Attorney:** a document that gives someone authority to act on your behalf on matters that you specify.
- **Revocation:** When the Principal takes away (revokes) the authority and power of the agent to act on behalf of the Principal.

### **LAW YOU SHOULD KNOW**

A Power of Attorney is a legal way to have one person act on behalf of another. The Power of Attorney document gives someone authority to act on the behalf of another in matters that are listed in the document. The power can be specific to a certain task or can cover many duties including financial and medical. The power can start immediately or only after some event occurs such as the principal becoming mentally incompetent.

The person who gives the authority to the agent (also called the attorney-in-fact) to act on their behalf is called the principal. The person who receives the authority to act on behalf of someone else is called the agent.

**If I give a Power of Attorney to another, do I give up the right to manage my own affairs? Do I relinquish my parental rights?** No. You retain full control over your affairs and your child's affairs, even after you have signed a Power of Attorney. You can allow your agent to act, or not, at your discretion. *You may revoke the Power of Attorney at any time and for any reason.*

### **WHEN DOES A POWER OF ATTORNEY END?**

A Power of Attorney can end either by setting a specific date for it to end, if the agent or principal dies or if the principal (here it would be the parent) revokes it in writing.

### **HOW DO I REVOKE A POWER OF ATTORNEY?**

You can revoke a Power of Attorney by giving written notice to the attorney-in-fact. You may also file a copy of the letter revoking the power of attorney with the court but do not have to. It is also a good idea to give notice to any schools, doctors, daycare or other places where the attorney-in-fact interacted on behalf of your child. If you have not included a date for termination of the Power of Attorney when filling out this packet then the parent will need to fill out a Power of Revocation when it is no longer needed.

### **INSTRUCTIONS FOR USING THIS FORM PACKET**

1. Read the Power of Attorney form very carefully and make sure that the form below includes your correct information and reflect your desires for the (agent) caregiver of your children.
2. The parent must sign the Power of Attorney document in front of a notary public. Do not sign these documents **BEFORE** you see the notary. Sign in front of the notary who will then notarize the document and give it back to you. Some notaries charge a fee although many banks have notaries that do not charge a fee.
3. Both the parent and the caregiver should keep a copy of the Power of Attorney.
4. If you have not included a date for termination of the Power of Attorney then the parent will need to fill out a Power of Revocation when it is no longer needed. *You can revoke a Power of Attorney by giving written notice to the attorney-in-fact.* A revocation of power of Attorney automated form packet is available at the same website ([www.arlegalservices.org](http://www.arlegalservices.org)) where you filled out this form.

**POWER OF ATTORNEY FOR MINOR**

TO ALL WHOM THESE PRESENTS ARE KNOWN:

That I, \_\_\_\_\_, of \_\_\_\_\_ County, Arkansas, being the natural parent of \_\_\_\_\_, [hereafter the "child"] appoint \_\_\_\_\_ of \_\_\_\_\_ County, Arkansas, my true and lawful attorney-in-fact for me and in my name, place and stead and in my behalf, and to do and perform all of the following responsibilities and have all the rights in connection therewith:

1. Perform and act as and for me in a parental capacity as and to the child;
2. Give consent and permission for any kind of medical care and treatment, and to sign any papers to have the child admitted to a hospital for such purpose, or as may be required to maintain the health of the child;
3. Give consent and permission for enrollment in and admission to school and to resolve problems arising from school attendance, and to sign any papers necessary for such purpose or sign other documents relating to the child's welfare at school;
4. Perform any act necessary to obtain relief or aid that might benefit the child;
5. Perform any other acts for support, health, and general care of the child as may be required or necessary.
6. I, \_\_\_\_\_, do hereby give and grant to \_\_\_\_\_, my said Attorney-in-fact, full power and authority to do and perform any and all acts required to protect and promote the welfare of the child, as fully and for all intents and purposes as I might or could do if I were personally present at the time thereof, hereby ratifying and confirming all that my said Attorneys may or shall lawfully do or cause to be done by virtue of this Power-of-Attorney and the rights and powers herein granted.
7. This Power of Attorney appointing \_\_\_\_\_ as my agent and attorney in fact performing and acting for me in a parental capacity for my child, \_\_\_\_\_:  
 will be revoked automatically on \_\_\_\_\_; or  
 will not be revoked automatically.
8. It is not my intention to relinquish my parental rights in and to my child.

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_





# California

CALIFORNIA

**Family Code - FAM**

**DIVISION 11. MINORS [6500 - 7143]**

*( Division 11 enacted by Stats. 1992, Ch. 162, Sec. 10. )*

**PART 1.5. CAREGIVERS [6550 - 6552]**

*( Part 1.5 added by Stats. 1994, Ch. 98, Sec. 4. )*

**6550.**

(a) A caregiver's authorization affidavit that meets the requirements of this part authorizes a caregiver 18 years of age or older who completes items 1 to 4, inclusive, of the affidavit provided in Section 6552 and signs the affidavit to enroll a minor in school and consent to school-related medical care on behalf of the minor. A caregiver who is a relative and who completes items 1 to 8, inclusive, of the affidavit provided in Section 6552 and signs the affidavit shall have the same rights to authorize medical care and dental care for the minor that are given to guardians under Section 2353 of the Probate Code. The medical care authorized by this caregiver who is a relative may include mental health treatment subject to the limitations of Section 2356 of the Probate Code.

(b) The decision of a caregiver to consent to or to refuse medical or dental care for a minor shall be superseded by any contravening decision of the parent or other person having legal custody of the minor, provided the decision of the parent or other person having legal custody of the minor does not jeopardize the life, health, or safety of the minor.

(c) A person who acts in good faith reliance on a caregiver's authorization affidavit to provide medical or dental care, without actual knowledge of facts contrary to those stated on the affidavit, is not subject to criminal liability or to civil liability to any person, and is not subject to professional disciplinary action, for that reliance if the applicable portions of the affidavit are completed. This subdivision applies even if medical or dental care is provided to a minor in contravention of the wishes of the parent or other person having legal custody of the minor as long as the person providing the medical or dental care has no actual knowledge of the wishes of the parent or other person having legal custody of the minor.

(d) A person who relies on the affidavit has no obligation to make any further inquiry or investigation.

(e) Nothing in this section relieves any individual from liability for violations of other provisions of law.

(f) If the minor stops living with the caregiver, the caregiver shall notify any school, health care provider, or health care service plan that has been given the affidavit. The affidavit is invalid after the school, health care provider, or health care service plan receives notice that the minor is no longer living with the caregiver.

(g) A caregiver’s authorization affidavit shall be invalid, unless it substantially contains, in not less than 10-point boldface type or a reasonable equivalent thereof, the warning statement beginning with the word “warning” specified in Section 6552. The warning statement shall be enclosed in a box with 3-point rule lines.

(h) For purposes of this part, the following terms have the following meanings:

(1) “Person” includes an individual, corporation, partnership, association, the state, or any city, county, city and county, or other public entity or governmental subdivision or agency, or any other legal entity.

(2) “Relative” means a spouse, parent, stepparent, brother, sister, stepbrother, stepsister, half brother, half sister, uncle, aunt, niece, nephew, first cousin, or any person denoted by the prefix “grand” or “great,” or the spouse of any of the persons specified in this definition, even after the marriage has been terminated by death or dissolution.

(3) “School-related medical care” means medical care that is required by state or local governmental authority as a condition for school enrollment, including immunizations, physical examinations, and medical examinations conducted in schools for pupils.

**6552.**

The caregiver’s authorization affidavit shall be in substantially the following form:

Caregiver’s Authorization Affidavit
Use of this affidavit is authorized by Part 1.5 (commencing with Section 6550) of Division 11 of the California Family Code.

Instructions: Completion of items 1–4 and the signing of the affidavit is sufficient to authorize enrollment of a minor in school and authorize school-related medical care. Completion of items 5–8 is additionally required to authorize any other medical care. Print clearly.

The minor named below lives in my home and I am 18 years of age or older.

1.Name of minor:.

2.Minor’s birth date:.

3.My name (adult giving authorization):.

4.My home address:

.

5.  I am a grandparent, aunt, uncle, or other qualified relative of the minor (see back of this form for a definition of “qualified relative”).

6.Check one or both (for example, if one parent was advised and the other cannot be located):

I have advised the parent(s) or other person(s) having legal custody of the minor of my intent to authorize medical care, and have received no objection.

I am unable to contact the parent(s) or other person(s) having legal custody of the minor at this time, to notify them of my intended authorization.

7.My date of birth:.

8. My California driver's license or identification card

number:.

Warning: Do not sign this form if any of the statements above are incorrect, or you will be committing a crime punishable by a fine, imprisonment, or both.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated:

Signed:

Notices:

1. This declaration does not affect the rights of the minor's parents or legal guardian regarding the care, custody, and control of the minor, and does not mean that the caregiver has legal custody of the minor.

2. A person who relies on this affidavit has no obligation to make any further inquiry or investigation.

Additional Information:

TO CAREGIVERS:

1. "Qualified relative," for purposes of item 5, means a spouse, parent, stepparent, brother, sister, stepbrother, stepsister, half brother, half sister, uncle, aunt, niece, nephew, first cousin, or any person denoted by the prefix "grand" or "great," or the spouse of any of the persons specified in this definition, even after the marriage has been terminated by death or dissolution.

2. The law may require you, if you are not a relative or a currently licensed, certified, or approved foster parent, to obtain resource family approval pursuant to Section 1517 of the Health and Safety Code or Section 16519.5 of the Welfare and Institutions Code in order to care for a minor. If you have any questions, please contact your local department of social services.

3.If the minor stops living with you, you are required to notify any school, health care provider, or health care service plan to which you have given this affidavit. The affidavit is invalid after the school, health care provider, or health care service plan receives notice that the minor no longer lives with you.

4.If you do not have the information requested in item 8 (California driver's license or I.D.), provide another form of identification such as your social security number or Medi-Cal number.

**TO SCHOOL OFFICIALS:**

1.Section 48204 of the Education Code provides that this affidavit constitutes a sufficient basis for a determination of residency of the minor, without the requirement of a guardianship or other custody order, unless the school district determines from actual facts that the minor is not living with the caregiver.

2.The school district may require additional reasonable evidence that the caregiver lives at the address provided in item 4.

**TO HEALTH CARE PROVIDERS AND HEALTH CARE SERVICE PLANS:**

1.A person who acts in good faith reliance upon a caregiver's authorization affidavit to provide medical or dental care, without actual knowledge of facts contrary to those stated on the affidavit, is not subject to criminal liability or to civil liability to any person, and is not subject to professional disciplinary action, for that reliance if the applicable portions of the form are completed.

2.This affidavit does not confer dependency for health care coverage purposes.

**§ 6552. Caregiver's Authorization Affidavit**

Use of this affidavit is authorized by Part 1.5 (commencing with Section 6550) of Division 11 of the California Family Code.

Instructions: Completion of items 1-4 and the signing of the affidavit is sufficient to authorize enrollment of a minor in school and authorize school-related medical care. Completion of items 5-8 is additionally required to authorize any other medical care. Print clearly.

The minor named below lives in my home and I am 18 years of age or older.

1. Name of minor: .....

2. Minor's birth date: .....

3. My name (adult giving authorization): .....

4. My home address: .....  
.....



---

5.  I am a grandparent, aunt, uncle, or other qualified relative of the minor (see back of this form for a definition of “qualified relative”).

6. Check one or both (for example, if one parent was advised and the other cannot be located):

I have advised the parent(s) or other person(s) having legal custody of the minor of my intent to authorize medical care, and have received no objection.

I am unable to contact the parent(s) or other person(s) having legal custody of the minor at this time, to notify them of my intended authorization.

7. My date of birth: .....

8. My California driver’s license or identification card

number: .....

---

Warning: Do not sign this form if any of the statements above are incorrect, or you will be committing a crime punishable by a fine, imprisonment, or both.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is

true and correct.

Dated: ..... Signed: .....

Notices:

1. This declaration does not affect the rights of the minor’s parents or legal guardian regarding the care, custody, and control of the minor, and does not mean that the caregiver has legal custody of the minor.
2. A person who relies on this affidavit has no obligation to make any further inquiry or investigation.

Additional Information:

TO CAREGIVERS:

1. “Qualified relative,” for purposes of item 5, means a spouse, parent, stepparent, brother, sister, stepbrother, stepsister, half brother, half sister, uncle, aunt, niece, nephew, first cousin, or any person denoted by the prefix “grand” or “great,” or the spouse of any of the persons specified in this definition, even after the marriage has been terminated by death or dissolution.
2. The law may require you, if you are not a relative or a currently licensed, certified, or approved foster parent, to obtain resource family approval pursuant to Section 1517 of the Health and Safety Code or Section 16519.5 of the Welfare and Institutions Code in order to care for a minor. If you have any questions, please contact your local department of social services.
3. If the minor stops living with you, you are required to notify any school, health care provider, or health care service plan to which you have given this affidavit. The affidavit is invalid after the school, health care provider, or health care service plan receives notice that the minor no longer lives with you.

4. If you do not have the information requested in item 8 (California driver's license or I.D.), provide another form of identification such as your social security number or Medi-Cal number.

**TO SCHOOL OFFICIALS:**

1. Section 48204 of the Education Code provides that this affidavit constitutes a sufficient basis for a determination of residency of the minor, without the requirement of a guardianship or other custody order, unless the school district determines from actual facts that the minor is not living with the caregiver.

2. The school district may require additional reasonable evidence that the caregiver lives at the address provided in item 4.

**TO HEALTH CARE PROVIDERS AND HEALTH CARE SERVICE PLANS:**

1. A person who acts in good faith reliance upon a caregiver's authorization affidavit to provide medical or dental care, without actual knowledge of facts contrary to those stated on the affidavit, is not subject to criminal liability or to civil liability to any person, and is not subject to professional disciplinary action, for that reliance if the applicable portions of the form are completed.

2. This affidavit does not confer dependency for health care coverage purposes.

**APPOINTMENT OF  
SHORT-TERM GUARDIAN FOR MINOR CHILD(REN) AND  
DURABLE HEALTHCARE POWER OF ATTORNEY**

I/We, \_\_\_\_\_ and  
\_\_\_\_\_

constituting the sole or all of the custodial  parent(s) or  court-appointed guardian(s) of the  
child(ren) named below, and residing at \_\_\_\_\_

\_\_\_\_\_ hereby appoint

(1) \_\_\_\_\_, residing at

\_\_\_\_\_, with

telephone number(s) \_\_\_\_\_ and

having the following relationship(s) to  me  us  the minor(s): \_\_\_\_\_

\_\_\_\_\_;

(optional) (2) \_\_\_\_\_, residing at

\_\_\_\_\_, with

telephone number(s) \_\_\_\_\_ and

having the following relationship(s) to  me  us  the minor(s): \_\_\_\_\_

\_\_\_\_\_;

to serve as the short-term guardian(s) over, and health care agents for, the following minor child(ren) (If  
more space is needed here or elsewhere, attach additional sheets):

Full name: \_\_\_\_\_ DOB: \_\_\_\_\_

Full name: \_\_\_\_\_ DOB: \_\_\_\_\_

Full name: \_\_\_\_\_ DOB: \_\_\_\_\_

and will become effective (check one):

- immediately;
- on \_\_\_\_\_, \_\_\_\_\_, 201\_\_\_\_;
- upon the deaths, incapacity, or absence of all parents/guardians listed above; or
- the occurrence of the following triggering event(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

and will terminate upon the earlier to occur of (a) the revocation in writing of any parent/guardian, (b) as required by applicable law, or (c) (check one):

- 60 days;
- on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_; or
- the occurrence of the following triggering event(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_..

Additionally it is my/our intention that, if a court-appointed guardian is required for the child(ren), this document shall additionally serve as a nomination of the above listed short-term guardians under Probate Code Section 1502 et seq., who I/we believe will act in the child(ren)'s best interest. If these nominations are inconsistent with any will I/we have executed, it is my/our intention that these documents be read together if possible and otherwise that this document control unless it has terminated prior to my/our death. Until such legal guardianship is established, this short-term guardianship and power of attorney is intended to be of the person of the child(ren) only, not of their estate(s). It is my/our express intention that the child(ren) not be taken into government child protective custody or foster care, unless all other short-term guardian(s) are exhausted and even then I prefer that other relatives assume custody of the child(ren) unless this box is checked: .

It is my/our intention that this document also qualify as a caregiver authorization affidavit under Section 6550 et seq. of the California Family Code, unless I/we have also attached or simultaneously executed a statutory Caregiver's Authorization Affidavit, in which case that/those document(s) shall instead control with regard to caregiver authorization issues and the documents shall be read together as a harmonious whole wherever possible.

To the maximum extent permissible under applicable law, the short-term guardian(s) will have the same authority as I/we would have with respect to the custody and care of the minor child(ren), except as I/we have specified below, including the right to perform the following acts and make the following decisions, unless I/we have crossed out and initialed the particular power or otherwise specifically excluded it in writing in this document or allowing such a power would invalidate this document, in which case only the offending provisions shall be deemed stricken and ineffective:

To make all emergency and non-emergency healthcare decisions and execute all related documents including insurance and waiver claims and forms, including the right to approve or decline medical, dental, eye care, or psychiatric treatment, diagnostic tests, hospitalization, health care, and personal care, in any situation in which, as the result of illness, disease, absence, injury, or death I/we are incapable of making or communicating a decision with regard to my/our child(ren)'s medical or dental care, provided that such decisions are made following consultation with one or more licensed physicians or other licensed medical practitioners. I/we further delegate the power to our short-term guardian(s) to select, employ, and discharge health care personnel, including dentists and eye care professionals, for our child(ren)'s benefit and to contract in my/our name and on my/our behalf for all health care services, including emergency and non-emergency medical, dental, vision, and psychiatric care services and related goods. The short-term guardian(s) should refer to any Additional Information we have attached to this document or left with the guardian(s).

To make all decisions, execute all documents, and grant permission regarding the child(ren)'s education, including but not limited to school enrollment, school and extracurricular activities, school trips, and school conferences.

To generally do and perform all matters and to execute all documents with respect to the custody and care of the child(ren) named herein.

To travel with the child(ren) without limitations unless stated below:

- within a \_\_\_\_\_-mile radius of ;
- within the  city  county/parish  state lines of \_\_\_\_\_ only; or
- other (e.g., to/from the following places only): \_\_\_\_\_

\_\_\_\_\_

Pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") (Pub. L. 104-191), 45 CFR §§ 160-162, I/we are the Personal Representative of the minor child(ren) named above, and I/we appoint and designate the above named short-term guardian(s)/health care agents as their Personal Representative(s) for all purposes as provided in HIPPA, with the following limits, special conditions, or instructions: **None** or  \_\_\_\_\_

\_\_\_\_\_. I/we further appoint the short-term guardian(s) named herein as Authorized Recipients under HIPPA and the California Confidentiality of Medical Information Act ("CMIA"), entitled to request, receive, and review any information concerning the child(ren)'s physical or mental health, including all HIPPA and CMIA protected information and medical and hospital records from covered healthcare providers and to execute any releases or consents and pay any fees in connection therewith.

It is my/our intention that the short-terms guardian(s) serve without bond or compensation other than reimbursement of expenses incurred on the child(ren)'s behalf. I/we shall remain personally liable for the payment of all healthcare and education related expenses for the child(ren) to the same extent as if I/we had personally contracted for such services. No third party shall have any liability to me/us for reasonably relying on this document in good faith. If I/we have named two or more short-term guardians above, either may act in the absence of the other(s).

I/We have executed this appointment and power of attorney in front of a notary public. Those of the child(ren) named above who are 14 years of age or older may optionally also sign below to indicate their seconding of the nomination of court-appointed guardians.

**CUSTODIAL PARENT(S)/GUARDIAN(S):**

Sign: \_\_\_\_\_ Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**(OPTIONAL) NOMINATION OF PERSONS ABOVE AS GUARDIANS BY MINORS 14+:**

Sign: \_\_\_\_\_ Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**CONSENT OF SHORT-TERM GUARDIANS:**

I/We have read the foregoing and with full knowledge and awareness of the gravity of the duties delegated and assumed hereunder, I/we agree to assume full responsibility and to make decisions

necessary for the well being of the minor child(ren) named above who will be living with me/us during the short-term guardianship period in accordance with the best interests of the child and agree to surrender the child(ren) to the parent(s)/guardian(s) upon request at any time or as specified herein.

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## REVOCATION OF SHORT-TERM GUARDIANSHIP

I/We, \_\_\_\_\_ hereby

revoke

the Appointment of Short-Term Guardian for Minor Child(ren) and Durable Healthcare

Power of Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_; or

any and all Appointment of Short-Term Guardian for Minor Child(ren) and Durable Healthcare Power of Attorney forms

with regard to

all minor child(ren) listed therein, or

the following named minor child(ren) only: \_\_\_\_\_

previously executed by me/us, effective as of

immediately;

the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_; or

the occurrence of the following event(s) or condition(s), which were not previously specified in the Appointment of Short-Term Guardian for Minor Child(ren) and Durable Healthcare Power of Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

CUSTODIAL PARENT(S)/GUARDIAN(S):

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

After signing, provide copies of this Revocation to the short-term guardian(s) whose power are being terminated and to any third parties known to be relying on the short-term guardian(s)'s powers immediately.



## ADDITIONAL INFORMATION

Child: \_\_\_\_\_ Nickname(s): \_\_\_\_\_

Date of birth \_\_\_/\_\_\_/\_\_\_ and last Tetanus Booster \_\_\_/\_\_\_/\_\_\_ for the above named child.

The following is a list of known allergies and allergies to medications of the above named child:

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---

The above named child has the following known medical conditions or problems:

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The above named child is currently prescribed the following prescriptions medications at the following frequencies and other instructions: \_\_\_\_\_

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Family Physician: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Names of Parents/Guardians: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: (H) \_\_\_\_\_; (W) \_\_\_\_\_; (Other) \_\_\_\_\_

Person Responsible for charges: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: (H) \_\_\_\_\_; (W) \_\_\_\_\_; (Other) \_\_\_\_\_

Other Person to notify if parent/guardian is unavailable: \_\_\_\_\_

Phone: (H) \_\_\_\_\_; (W) \_\_\_\_\_; (Other) \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy or Group Number: \_\_\_\_\_

Signature of Financial Guarantor (required if different from parent/guardian): \_\_\_\_\_

Date: \_\_\_\_\_

Print and complete one sheet per child

## ADDITIONAL INFORMATION

Child: \_\_\_\_\_ Nickname(s): \_\_\_\_\_

Date of birth \_\_\_/\_\_\_/\_\_\_ and last Tetanus Booster \_\_\_/\_\_\_/\_\_\_ for the above named child.

The following is a list of known allergies and allergies to medications of the above named child:

\_\_\_\_\_  
\_\_\_\_\_

The above named child has the following known medical conditions or problems:

\_\_\_\_\_  
\_\_\_\_\_

The above named child is currently prescribed the following prescriptions medications at the following frequencies and other instructions: \_\_\_\_\_

\_\_\_\_\_

Family Physician: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Names of Parents/Guardians: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: (H) \_\_\_\_\_; (W) \_\_\_\_\_; (Other) \_\_\_\_\_

Person Responsible for charges: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: (H) \_\_\_\_\_; (W) \_\_\_\_\_; (Other) \_\_\_\_\_

Other Person to notify if parent/guardian is unavailable: \_\_\_\_\_

Phone: (H) \_\_\_\_\_; (W) \_\_\_\_\_; (Other) \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy or Group Number: \_\_\_\_\_

Signature of Financial Guarantor (required if different from parent/guardian): \_\_\_\_\_

Date: \_\_\_\_\_

Print and complete one sheet per child

## CAREGIVER'S AUTHORIZATION AFFIDAVIT

Use of this affidavit is authorized by Part 1.5 (commencing with Section 6550) of Division 11 of the California Family Code.

**Instructions:** Completion of items 1-4 and the signing of the affidavit is sufficient to authorize enrollment of a minor in school and authorize school-related medical care. Completion of items 5 through 8 is additionally required to authorize any other medical care. Print clearly.

The minor named below lives in my home and I am 18 years of age or older.

1. Name of minor: \_\_\_\_\_
2. Minor's birth date: \_\_\_\_\_
3. My name: \_\_\_\_\_  
(adult giving authorization)
4. My home address: \_\_\_\_\_  
\_\_\_\_\_
5.  I am a grandparent, aunt, uncle, or other qualified relative of the minor (see back of this form for a definition of "qualified relative").
6. Check one or both (for example, if one parent was advised and the other cannot be located):  
 I have advised the parent(s) or other person(s) having legal custody of the minor of my intent to authorize medical care, and have received no objection.  
 I am unable to contact the parent(s) or other person(s) having legal custody of the minor at this time, to notify them of my intended authorization.
7. My date of birth: \_\_\_\_\_
8. My California driver's license or identification card number: \_\_\_\_\_

**Warning: Do not sign this form if any of the statements above are incorrect, or you will be committing a crime punishable by a fine, imprisonment, or both.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

### NOTICES

1. **This declaration does not affect the rights of the minor's parents or legal guardian regarding the care, custody, and control of the minor, and does not mean that the caregiver has legal custody of the minor.**
2. **A person who relies on this affidavit has no obligation to make any further inquiry or investigation.**
3. **This affidavit is not valid for more than one year after the date on which it is executed.**

## ADDITIONAL INFORMATION

### TO CAREGIVERS:

- 1) "Qualified relative", for purposes of item 5, means a spouse, parent, stepparent, brother, sister, stepbrother, stepsister, half-brother, half-sister, uncle, aunt, niece, nephew, first cousin, or any person denoted by the prefix "grand" or "great" or the spouse of any of the persons specified in this definition, even after the marriage has been terminated by death or dissolution.
- 2) The law may require you, if you are not a relative or a currently licensed foster parent, to obtain a foster home license in order to care for a minor. If you have any questions, please contact your local department of social services.
- 3) If the minor stops living with you, you are required to notify any school, health care provider, or health care service plan to which you have given this affidavit.
- 4) If you do not have the information requested in item 8 (California driver's license or I.D.), provide another form of identification such as your social security number or Medi-Cal number.

### TO SCHOOL OFFICIALS:

- 1) Section 48204 of the Education Code provides that this affidavit constitutes a sufficient basis for a determination of residency of the minor, without the requirement of a guardianship or other custody order, unless the school district determines from actual facts that the minor is not living with the caregiver.
- 2) The school district may require additional reasonable evidence that the caregiver lives at the address provided in item 4.

### TO HEALTH CARE PROVIDERS AND HEALTH CARE SERVICE PLANS:

- 1) No person who acts in good faith reliance upon a caregiver's authorization affidavit to provide medical or dental care, without actual knowledge of facts contrary to those stated on the affidavit, is subject to criminal liability or to civil liability to any person, or is subject to professional disciplinary action, for such reliance if the applicable portions of the form are completed.
- 2) This affidavit does not confer dependency for health care coverage purposes.

# Colorado

## COLORADO

15-14-105. Delegation of power by parent or guardian.

A parent or guardian of a minor or incapacitated person, by a power of attorney, may delegate to another person, for a period not exceeding twelve months, any power regarding care, custody, or property of the minor or ward, except the power to consent to marriage or adoption.

## DELEGATION OF POWER BY PARENT OR GUARDIAN PURSUANT TO §15-14-105, C.R.S.

I, \_\_\_\_\_ (full name), parent or guardian of the minor child(ren) or incapacitated person(s) named below:

Full Name of Child or Incapacitated Person	Date of Birth	Relationship

I hereby authorize and appoint \_\_\_\_\_ (name of person), as Attorney in Fact for me with full authority to act in my place as follows:

1. To perform any and all acts necessary for the day-to-day care, custody, education, recreation, and property of the above-named minor child or incapacitated person, consistent with the provision of §15-14-105, C.R.S.
  
2. To authorize any and all medical and dental care for the health and well being of the minor child(ren) or incapacitated person(s). This care includes, but is not limited to medical and dental exams and tests, x-rays, surgeries, anesthesia, and hospital care.

This Special Power of Attorney does not give the Attorney in Fact the power to consent to the marriage or adoption of the child or incapacitated person.

This Special Power of Attorney shall be effective until \_\_\_\_\_ unless revoked earlier by the parent or guardian in writing. In any case, the authority granted herein shall not be valid for more than 12 months from the date of this document.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Parent/Guardian Signature

Subscribed and affirmed, or sworn to before me in the County of \_\_\_\_\_, State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public/Clerk

# Connecticut



CONNECTICUT

**Sec. 45a-624. Designation of standby guardian of minor.** A parent or guardian, as principal, may designate a standby guardian of a minor in accordance with the provisions of sections [45a-624](#) to [45a-624g](#), inclusive. Such designation, in a form as provided in section [45a-624b](#), shall take effect upon the occurrence of a specified contingency, including, but not limited to, the mental incapacity, physical debilitation or death of the principal, provided a written statement signed under penalty of false statement has been executed pursuant to section [45a-624c](#) that such contingency has occurred. A designation of a standby guardian shall be in writing and signed and dated by the principal with at least two witnesses. The principal shall provide a copy of such designation to the standby guardian.

**Sec. 45a-624a. Consent of parents required for designation of standby guardian.** If both parents are alive, both parents of the minor shall consent to the designation of a standby guardian, unless either parent has been removed as guardian or had his parental rights terminated. In any such event, the remaining parent may designate a standby guardian pursuant to sections [45a-624](#) to [45a-624g](#), inclusive.

**Sec. 45a-624b. Form for designation of standby guardian.** The designation of a standby guardian shall be in substantially the following form:

I .... (insert name of principal) do hereby appoint .... (insert name and address of the standby guardian) as the standby guardian of .... (insert names of minor children) to take effect upon the occurrence of the following contingency or contingencies .... (insert specific contingency or contingencies).

This designation is made after careful reflection, while I am of sound mind.

Date ....., 20 ..

....

(Witness)

....

(Number and Street)

....

(City, State and Zip Code)

**Sec. 45a-624c. Written statement that designation of standby guardian in full force and effect.** The written statement referred to in section [45a-624](#) shall be in substantially the following form:

STATEMENT THAT DESIGNATION OF A STANDBY GUARDIAN  
IS IN FULL FORCE AND EFFECT

STATE OF

} SS:

COUNTY OF

I, .... of ....., state under penalty of false statement:

THAT ....., of ....., as principal, did on ....., 20.., appoint me as standby guardian dated ....., 20.., to execute a statement that a specified contingency had occurred;

THAT specified contingency was: ....

THAT specified contingency has occurred.

IN WITNESS WHEREOF, I have hereunto set my hand and seal under penalty of false statement.

....

Witness

....

Witness

**Sec. 45a-624f. Revocation of designation of standby guardian.** The principal may revoke a designation of a standby guardian at any time by written revocation and notification of the revocation to the standby guardian.

**§ 45a-624e. Authority of standby guardian after death of principal**

If a designation of a standby guardian is effective at the time of death of the principal, such designation shall remain in effect for a period of ninety days after such death. At the end of such ninety-day period, the authority of such standby guardian shall cease, unless such standby guardian files an application for guardianship with the probate court in the district in which the minor resides and temporary custody of the minor is granted to such standby guardian or the court appoints such standby guardian as guardian of the person of the minor.

**§ 45a-624f. Revocation of designation of standby guardian**

The principal may revoke a designation of a standby guardian at any time by written revocation and notification of the revocation to the standby guardian.

**§ 45a-624g. Probate Court to resolve disputes concerning designation of standby guardian**

The probate court for the district in which the minor resides at the time of any dispute concerning the meaning or application of any provision of sections 45a-624 to 45a-624f, inclusive, shall have jurisdiction over such dispute.

**INFORMATION AND INSTRUCTIONS**  
**DESIGNATION OF A STANDBY GUARDIAN OF A MINOR**  
**C.G.S. SECTIONS 45a-624 to 624g**

1. A parent may use this form to designate a standby guardian of his or her child upon the occurrence of a specified contingency (for example, the parent's illness, death or absence from the country). If a child is being cared for by a court-appointed guardian rather than the child's parents, the court-appointed guardian may designate a standby guardian.
2. If both parents are alive, both must sign the designation of standby guardian (unless a court has removed the parent or terminated his or her parental rights).
3. A copy of the designation must be given to the designated standby guardian.
4. The standby guardianship becomes effective when the standby guardian signs a written statement that the specific contingency has occurred. A form for the statement is included in this material. The standby guardian has the authority and obligations of a guardian of the person of the minor as defined by C.G.S. section 45a-604 (5).
5. The authority of a standby guardian ceases when the specific contingency no longer exists or one year after the date the standby guardian becomes effective, whichever is earlier. If the standby guardian is effective at the time of the death of the parent, however, the authority of the standby guardian ceases 90 days after the death of the parent.
6. A parent may revoke a designation of the standby guardian at any time by written revocation and notice of the revocation to the standby guardian.
7. The form to designate a standby guardian and the written statement that the designation is in full force and effect are not filed in the Probate Court.
8. If the standby guardian needs to serve as a guardian beyond the expiration periods indicated in Paragraph 5 above, further action is required, such as a petition to the Probate Court for the district in which the minor child resides, is domiciled or is located concerning guardianship.

**DESIGNATION OF A STANDBY GUARDIAN OF A MINOR  
C.G.S SECTIONS 45a-624 to 45a-624g**

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Name of Parent or Court-appointed Guardian) (Street Address)

\_\_\_\_\_, do hereby appoint \_\_\_\_\_, of  
(City, State, Zip Code) (Name of Standby Guardian)

\_\_\_\_\_, \_\_\_\_\_, as standby guardian of  
(Street Address) (City, State, Zip Code)

\_\_\_\_\_  
(Names of Minor Children)

to take effect upon the occurrence of the following contingency or contingencies (insert specific contingency or contingencies):

This designation is made after careful reflection, while I am of sound mind.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Type or Print Name of Parent

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Street Address of Witness

\_\_\_\_\_  
City, State and Zip Code of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Street Address of Witness

\_\_\_\_\_  
City, State and Zip Code of Witness

**DESIGNATION OF A STANDBY GUARDIAN OF A MINOR  
C.G.S SECTIONS 45a-624 to 45a-624g**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Type or Print Name of Parent

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Street Address of Witness

\_\_\_\_\_  
City, State and Zip Code of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Street Address of Witness

\_\_\_\_\_  
City, State and Zip Code of Witness

If the designation is made by a court-appointed guardian, the guardian and witnesses must sign below:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Guardian

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Type or Print Name of Guardian

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Street Address of Witness

\_\_\_\_\_  
City, State and Zip Code of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Street Address of Witness

\_\_\_\_\_  
City, State and Zip Code of Witness

**STATEMENT THAT DESIGNATION OF STANDBY GUARDIAN IS IN FULL FORCE AND EFFECT**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_ of \_\_\_\_\_,  
(Name of Standby Guardian) (Street Address)  
\_\_\_\_\_, state under penalty of false statement:  
(City, State, Zip Code)

THAT \_\_\_\_\_, of \_\_\_\_\_  
(Name of Parent or Standby Guardian) (Street Address)  
\_\_\_\_\_, did on \_\_\_\_\_, 20\_\_\_\_ appoint me as standby  
(City, State, Zip Code) (Date of Designation)  
guardian of \_\_\_\_\_,  
(Names of Minor Children)

and to execute a statement that a specific contingency had occurred.

THAT specified contingency was:

THAT specified contingency has occurred.

IN WITNESS WHEREOF, I have hereunto set my hand and seal under penalty of false statement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Standby Guardian

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Street Address of Witness

\_\_\_\_\_  
Street Address of Witness

\_\_\_\_\_  
City, State and Zip Code of Witness

\_\_\_\_\_  
City, State and Zip Code of Witness

# Delaware



DELAWARE

**§ 202. Free schools; ages; attendance within school district; nonresidents of Delaware.**

(a) The public schools of this State shall be free to persons who are residents of this State and who are age 5 years through 20 years inclusive when they are attending kindergarten through grade 12.

(b) The public schools of any school district which maintains schools established under § 203 or § 204 [repealed] of this title for persons below the age of 5 years shall be free to persons who are residents of such school district and who have attained the specified age below the age of 5 years for which such schools are established.

(c) Persons attending the public schools of this State shall attend the public schools in the school district within which they reside, except as provided in Chapters 4, 5 and 6 of this title and in Chapter 92, Volume 23, Laws of Delaware, as amended by Chapter 172, Volume 55, Laws of Delaware. Notwithstanding the foregoing, homeless children and unaccompanied youth, as defined by 42 U.S.C. § 11434a, shall attend school in accordance with the McKinney-Vento Homeless Education Assistance Improvement Act [42 U.S.C. §§ 11431 to 11435]; provided any person determined to be ineligible under the act may be denied enrollment. Children in the custody of the Department of Services for Children, Youth and Their Families under Chapter 25 of Title 13 must attend school in accordance with § 202A of this title.

(d) Persons who are nonresidents of this State may attend the public schools of this State under such terms and conditions as may be otherwise provided by law.

(e) (1) For purposes of this section, a student shall be considered a resident of the school district in which that student's parents or legal guardian resides. If the child's parents do not reside together and a court of appropriate jurisdiction has entered a custody order, the child's residency for school attendance purposes shall be determined as follows unless otherwise agreed in a writing signed by both parents:

a. In cases in which 1 parent is awarded sole custody, the child shall be considered a resident of the district in which the sole custodian resides.

b. In cases in which the parents are granted joint custody, the child shall be considered a resident of the district in which the primary residential parent resides.

c. In cases in which the parents are granted shared custody, the child may be considered a resident of either parent's district.

Under no circumstances shall a child be enrolled in 2 different schools at the same time.

(2) If a child seeks to be considered a resident of a particular school district based on the residence of anyone other than that child's parent or parents or legal guardian, the student must have:

- a. A signed order from a court of appropriate jurisdiction granting custody to or appointing as the child's guardian the resident with whom that child is residing; or
- b. Suitable documentation certifying that the child resides within the district by action of the State or approval by the school district to be considered the student's residence; or
- c. A completed and notarized Establishment of Delegation of Power to Relative Caregivers to Consent for Registering Minors for School (also known as "Caregivers School Authorization") pursuant to subsection (f) of this section confirming a caregiver's ability to provide consent in those cases where the student is being cared for by an adult relative caregiver without legal custody or guardianship.

(3) Children under the care or custody of the Department of Services for Children, Youth and Their Families are exempted from the provisions of this subsection. Children in the care and custody of the Department of Services for Children, Youth and Their Families who are in foster care under Chapter 25 of Title 13 must attend school in accordance with § 202A of this title.

(f) (1) A child may be enrolled in a particular school district based upon the submission of a Caregivers School Authorization if the following conditions are satisfied:

- a. The child resides with a relative caregiver who is 18 years of age or older, is a Delaware resident, and resides in the district in which the child seeks enrollment;
- b. The child resides with the relative caregiver as a result of:
  - 1. The death, serious illness, incarceration or military assignment of a parent or legal guardian;
  - 2. The failure or inability of the parent or legal guardian to provide substantial financial support or parental care or guidance;
  - 3. Alleged abuse or neglect by the parent, legal guardian or others in the parent or legal guardian's residence;
  - 4. The physical or mental condition of the parent or legal guardian which prevents necessary care and supervision of the child;
  - 5. The loss or uninhabitability of the student's home as the result of a natural disaster; or
  - 6. Other circumstances as deemed appropriate by the school district;
- c. The child is not currently subject to an expulsion from school (as set forth in § 4130 of this title) or suspended from school for conduct that could lead to expulsion;
- d. The child's residency with the caregiver is not for the purpose of:

1. Attending a particular school (although a caregiver's school district may be considered when deciding placement of the child as between 2 or more relative caregivers);
2. Circumventing the Enrollment Choice Program (Chapter 4 of this title);
3. Participating in athletics at a particular school;
4. Taking advantage of special services or programs offered at a particular school; or
5. Other similar purposes; and

e. The caregiver submits to the school district in which the child seeks enrollment a completed and notarized Caregivers School Authorization using the most recent form developed for this purpose by the Department of Health and Social Services. The Caregivers School Authorization must include the following:

1. The name and date of birth of the child;
2. The name, address and date of birth of the caregiver;
3. The names of the child's mother, father, legal custodian or guardian;
4. Relationship of the caregiver to the child, documented by proof of relationship as defined by regulation;
5. A statement that the caregiver has full-time care of the student, documented as required by regulation;
6. A statement indicating which of the circumstances described in paragraph (f)(1)b. of this section applies;
7. A statement that the caregiver will be the person responsible for enrolling the student in school, being the legal contact for the school, and making school-based medical and special education decisions;
8. The notarized and dated signatures of the caregiver, parents, legal custodians or guardians, including a sworn statement of the accuracy of the information provided and confirming that the caregiver and other signatories are aware of the penalties for falsely completing the Authorization. If after a reasonable effort the caregiver is unable to locate the parents, then as an alternative to including the parents' signatures, the Authorization shall include a statement of reasonable efforts made to locate the parents;
9. If available, any custody order in effect regarding the child. The order shall be submitted as an attachment to the Caregivers School Authorization and shall include only that portion of the order indicating to whom custody is granted.

If the documentation required to verify the information in the Caregivers School Authorization cannot be obtained by the caregiver, then the schools shall permit the child to enroll provided

that a custody or guardianship petition that is date stamped to indicate that it has been filed with Family Court is provided within 10 business days of enrollment. Additional time for submission of the date stamped petition may be provided as deemed appropriate by the individual district. The petition shall permit enrollment until the end of the school year or until such time as the court enters a decision disposing of the custody or guardianship petition, whichever first occurs;

(2) A relative caregiver is an adult who by blood, marriage or adoption is the child's great grandparent, grandparent, stepgrandparent, great aunt, aunt, stepaunt, great uncle, uncle, stepuncle, stepparent, brother, sister, stepbrother, stepsister, half brother, half sister, niece, nephew, first cousin or first cousin once removed but who does not have legal custody or legal guardianship of the student.

(3) A caregiver who completes and submits a Caregivers School Authorization form to register a child in that caregiver's care for school is authorized and agrees to act in the place of the parent or parents with respect to the child's education decisions (including but not limited to special education decisions) and the person the school contacts regarding truancy, discipline and school-based medical care. Once a Caregivers School Authorization is submitted and approved, school districts are no longer responsible, for so long as the Authorization is valid, for communicating with the parent, custodian or guardian who has signed the Authorization or is listed as unable to be found.

(4) A Caregivers School Authorization that complies with the requirements of this section shall be honored by any school in any school district. The school districts shall determine whether a particular Caregivers School Authorization complies with the requirements of this section. A caregiver may appeal the school district's decision to the local board of education of the school district. Any school district that reasonably and in good faith relies on a Caregivers School Authorization has no obligation to make any further inquiry or investigation.

(5) Persons who knowingly make false statements in the Caregivers School Authorization shall be subject to a minimum civil penalty of \$1000 and maximum of the average annual per student expenditure and may be required to reimburse the school district tuition costs. Further, such persons may be subject to criminal prosecution pursuant to § 1233 of Title 11. The justices of the peace shall have jurisdiction in these cases.

(6) Caregivers School Authorizations filed prior to January 1 shall be honored for the balance of the current school year and for the subsequent school year. Caregivers School Authorizations filed on or after January 1 shall be honored for the balance of the current school year and for the 2 subsequent school years. In either case, the Authorization shall expire on August 1 of the applicable school year unless the caregiver receives permission from the school district to extend the length of time that the Authorization will be honored. Caregivers School Authorizations may be cancelled at any time if the minor stops living with the relative caregiver or upon written revocation of the Authorization by the child's caregiver, parent, legal custodian or guardian.

(7) The Department of Health and Social Services shall be authorized to promulgate regulations to implement this law. This law shall take effect upon the promulgation of such regulations. Relationship and proof of actual full-time caregiving will be verified as stated in the regulations.

(g) For the purposes of this section, a military-connected student who is the dependent of either a person in the active military service of the United States, or in a full-time status during active service with a force of the Delaware National Guard, whose parent or guardian is being relocated to the State under military orders and is transferred to or is pending transfer to a military installation within the State, shall be deemed to be a resident for the purposes of enrollment by the receiving local school district or charter school. The local school district or charter school shall permit military-connected students to enroll preliminarily by remote registration without charge and shall not require the parent or guardian of the military-connected student or the student to physically appear at a location within the district to register the student, if the parent or guardian presents evidence of military orders that a parent or guardian will be stationed in this State during the current or following school year. The parent or guardian may use an address within the district of residence where the military-connected student is to be enrolled, the address of a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. Proof of required residency shall not be required at the time of the remote registration but shall be required within 10 days of the student's attendance, unless the attendance occurs within the unit count window, where proof of residency should be provided prior to the close of unit count.

#### **§ 708. Affidavit of Establishment of Power to Consent to Medical Treatment of Minors.**

(a) There is created an Affidavit of Establishment of Power to Relative Caregivers to Consent to Medical Treatment of Minors. The affidavit shall include, at a minimum, the name and date of birth of the minor; a statement signed by the caregiver that the caregiver is 18 years of age or older and that the minor resides with the caregiver; the names and signatures of the parents, legal custodian or guardian of the minor indicating their approval of the caregiver's power or, if a parent, custodian or guardian of the minor is unavailable, a statement of reasonable effort made by the caregiver to locate the parent, custodian or guardian based on criteria set forth in the regulations; the name of the caregiver; relationship of the caregiver to the minor documented by proof as defined by regulation; and the dated signature of the caregiver. The signature of the caregiver shall be notarized.

(b) The affidavit is valid for 1 year unless the minor no longer resides in the caregiver's home or a parent, custodian or guardian revokes the approval. If a parent, custodian or guardian revokes approval, the caregiver shall notify any health care provider or health service plans with which the minor has been involved through the caregiver.

- (c) A caregiver must present a completed Affidavit of Establishment of Power to Relative Caregivers to Consent to Medical Treatment of Minor when seeking medical treatment for a minor.
- (d) The decision of a relative caregiver to consent to or to refuse medical treatment for a minor shall be superseded by a decision of a parent, legal custodian or guardian of the minor.
- (e) No person who relies in good faith upon a fully executed Affidavit of Establishment of Power to Relative Caregivers to Consent to Medical Treatment of Minors in providing medical treatment shall be subject to criminal or civil liability or to professional disciplinary action because of the reliance. This immunity applies even if medical treatment is provided to a minor in contravention of a decision of a parent, legal custodian or guardian of the minor who signed the affidavit if the person providing care has no actual knowledge of the decision of the parent, or legal custodian or guardian.
- (f) The decision of a relative caregiver, based upon an Affidavit of Establishment Power to Relative Caregivers to Consent to Medical Treatment of Minors, shall be honored by a health care facility or practitioner unless the health care facility or practitioner has actual knowledge that a parent, legal custodian or guardian of a minor has made a contravening decision to consent to or to refuse medical treatment for the minor.
- (g) A person who knowingly makes a false statement in an affidavit under this section shall be subject to a civil penalty of \$1,000 per child. Justices of the peace shall have jurisdiction of these cases.
- (h) The Department of Health and Social Services is authorized to promulgate regulations to implement this section.

# RELATIVE CAREGIVERS' SCHOOL AUTHORIZATION AFFIDAVIT

This Affidavit is to be completed when a child is registered for school by a relative caregiver who is raising the child without custody or guardianship.

- A "relative" is an adult who, by blood, marriage or adoption, is the child's great grandparent, step grandparent, great aunt, aunt, step aunt, great uncle, uncle, step uncle, step parent, brother, sister, step brother, step sister, half brother, half sister, niece, nephew, first cousin once removed, but who does not have legal custody or legal guardianship of the child.
- A "relative caregiver" is an adult raising a child who is living with and related to the caregiver through relationships listed above.
- This Caregivers' School Authorization affidavit is not intended for the school registration of homeless children. Homeless children are to be admitted to school according to Title VII of the McKinney Homeless Education Improvements act of 1999.

Please Contact the District Office in your local school district for assistance with completing this affidavit

In accordance with Delaware Law on Education (14 Del.C. §202 (a) ), I swear or affirm that :

1. I, \_\_\_\_\_ reside at: \_\_\_\_\_  
(Name of Relative Caregiver) (Address)

in the \_\_\_\_\_ School District.

Contact Information:

Home Phone:( ) \_\_\_\_\_ Work Phone: ( ) \_\_\_\_\_ Cell Phone:( ) \_\_\_\_\_

2. I am eighteen (18) years of age or older.

3. \_\_\_\_\_ , \_\_\_\_\_ resides with me at this address as a result of:  
(Name of Child) (Date of Birth)

- A. \_\_\_\_\_ the parent is dead, the parent is so sick he/she cannot care for the child, the parent is in jail, or the parent is on military assignment
- B. \_\_\_\_\_ the parent fails or is unable to provide adequate financial support or parental care or guidance;
- C. \_\_\_\_\_ the parent or others in his/her residence have allegedly abused or neglected the child;
- D. \_\_\_\_\_ the parent has a physical or mental condition which prevents adequate care and supervision of the child;
- E. \_\_\_\_\_ the student's home is uninhabitable due to loss, damage, or disrepair;
- F. \_\_\_\_\_ the parents cannot be located;
- G. \_\_\_\_\_ other circumstances as approved by the school district:

District Explanation: \_\_\_\_\_

4. By my signature on this Affidavit, I swear or affirm that the student's claim of residency with me as caregiver is **not** for the purpose of: 1) attending a particular school; 2) circumventing of avoiding the Choice program's decisions; 3) participating in athletics at a particular school; 4) taking advantage of special services or programs offered at a particular school or for any other similar purpose.

5. By my signature on this affidavit, I swear or affirm that the student is **not** currently subject to expulsion from school, or suspended from school for conduct that could lead to expulsion.

6. By signing this Affidavit, I agree to be responsible for:
- A. enrolling the student in school;
  - B. being the legal contact for the school regarding, but not limited to, truancy and discipline;
  - C. making school-based decisions, regarding, but not limited to special education; and
  - D. giving medical approval for health care administered by the school.

7. Name of the child's mother, father, legal custodian, or guardian: \_\_\_\_\_

8. If this child is under the care of a custodian or guardian, attach a copy of the portion of the custody order indicating to whom custody or guardianship is granted if available.

9. **If the parent(s), custodian, or guardian is available** to sign this affidavit indicating their approval for a relative caregiver to take educational responsibility for their child who is living with that caregiver, this section must be completed and signed.

I, (print your name) \_\_\_\_\_, am the

parent(s)  custodian  guardian of (Check the appropriate box)

(Print child's name) \_\_\_\_\_, a minor who is living with this caregiver and is related to me by blood, adoption, or marriage, give permission for (print caregiver's name) \_\_\_\_\_, to stand in my place regarding educational responsibility for this child.

\_\_\_\_\_  
Signature of Parent(s), Custodian, or Guardian

\_\_\_\_\_  
Date

10. **Because the parent(s), custodian, or guardian cannot be located**, you must complete Section A below as one of the proofs of your efforts to reach the parent(s), custodian, or guardian. In addition, you must also choose one of the Options—B,C,D, or E. It is required that you complete the described action and write the information your option requests.

**Required Section A:**

A. I have sent a certified letter/notice to the parents, guardian, or custodian at their last known address. This letter/notice informed the parent(s), custodial, or guardian for this child that I intend to act as a caretaker and take educational responsibility for the child. That letter/notice is attached along with the certified mail receipt reporting the letter was not deliverable because the parent(s), custodian, or guardian of the child was not at this location.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**And one of the following options:**

B. I or a person acting in my behalf, (name) \_\_\_\_\_ visited the last known address of the parent(s), custodian, or guardian. *Describe what was found at that visit. Include the name of the person spoken to; what that person's relationship with the parent(s), custodian, or guardian is; what the contact person said; and any other related information that clarifies the situation.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**OR**

C. I or a person acting in my behalf, (name) \_\_\_\_\_ attempted to determine the location of the parent(s), custodian, or guardian by contacting their place(s) of employment, healthcare provider(s) or friends. *Describe the results of your inquiry. Include the name(s) of the employers, healthcare providers, or friends. Tell what was their response to the request for the location of the parent(s), custodian, or guardian.*

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**OR**

D. I placed a notice in the *News Journal* and the *Delaware State News* informing the parent(s), custodian, or guardian of (child's name) \_\_\_\_\_ that I intended to take educational responsibility of the child. *Eight days after the publication describe what happened. Include the response you received or the lack of response. Attach a copy of the legal notice, being sure to include the portion of the newspaper with the date the notice was printed.*

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**OR**

E. Other documents or confirmations that show the parent(s), custodian, or guardian cannot be found.

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11. I am \_\_\_\_\_ to the child for whom this Affidavit is being submitted.  
(Relationship – see instructions for the acceptable list of relatives)

12. I can prove my relationship to this child and also that I am the caregiver to this child by providing one of the proofs listed below from each column.

- **There must be two different forms of documentation, one from each column.**
- **One must show proof of relationship and the other proof of caregiving.**

These documents, or other similar documents as approved by the school district, must be presented for registration. **Check** which document you will use from each column.

 **Proof of Relationship**

 **Proof of Caregiving**

	Birth Certificate of caregiver, the parent, and birth certificate of the child		
	Medical records where a caregiver is required to give approval, such as shots. Such records must show the relationship between the caregiver and the child.		Medical records where a caregiver's authorization to give approval for services such as shots is acceptable
	A Will which lists the child and the relationship between the caregiver and child.		
	Insurance for the caregiver or child which includes the relationship between the caregiver and the child.		
	A letter from a social worker, lawyer, religious leader, previous school district, licensed medical, mental health, or behavioral professional that verifies the relationship of the child to the caregiver.		A letter from a social worker, lawyer, religious leader, licensed medical, mental health, or behavioral professional, or neighbor confirming the child is being cared for by the caregiver.
	The National School Lunch Program application		
	Child is listed as an occupant in an apartment or other housing and his/her relationship to the caregiver is included.		Child is listed as an occupant in an apartment or other housing and his/her relationship to the caregiver is included.
	Caregiver received Child-only Temporary Assistance for Needy Families (TANF) grant for this child.		Caregiver receives Child-only Temporary Assistance for Needy Families (TANF) grant for this child.
	Child claimed on Federal Income Tax return.		Child claimed on Federal Income Tax return.
	Caregiver receives Earned Income Tax Credit for the child.		Caregiver receives Earned Income Tax Credit for the child.
			Child's Social Security survivor death benefits are received by the caregiver for the child
	Hospital, Clinic, Public Health, or Medicaid, or SNAP (Food Stamp) records showing the relationship between the caregiver and the child.		Hospital, Clinic, Public Health, or Medicaid records where a caregiver's authorization to give approval for services such as shots is acceptable.
	Division of Services for Children, Youth and their Families' records specifying the relationship between the caregiver and the child.		Division of Services for Children, Youth and their Families" records showing that the caregiver is the contact for the child.
	Military or Veterans records which specify relationship		
	Or other documents as approved by the school district.		Or other documents as approved by the school district.

13. To be completed by the relative caregiver:

By submitting this Relative Caregivers' School Authorization Affidavit, I understand that if I am making false statements I am subject to a minimum civil penalty of \$1,000 and maximum of the average annual per student education cost. I may be required to reimburse the school district tuition costs. I may also be subject to criminal prosecution.

I, (print your name) \_\_\_\_\_, do declare, certify and state under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge.

This, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(date) (month) (year)

\_\_\_\_\_  
Signature of Relative Caregiver

(To be signed in the Presence of a Notary Public)

14. To be completed by the Notary Public:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared before me, \_\_\_\_\_, known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged that he/she executed the same and being duly sworn by me, made oath that the statements in the forgoing instrument are true.

\_\_\_\_\_  
(Printed Name of Notary Public)

\_\_\_\_\_  
Notary Public (Signature)

My commission expires \_\_\_\_\_  
(Date)

**FOR DISTRICT USE ONLY**

Approved on: \_\_\_\_\_ by \_\_\_\_\_  
(date) (position)

This Affidavit is in effect from \_\_\_\_\_ and expires \_\_\_\_\_  
(date) (date)

If Disapproved, reason: \_\_\_\_\_

District Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Appeal to State Board Yes \_\_\_\_\_ No \_\_\_\_\_

Result: \_\_\_\_\_

March 2018

# **GRANDPARENTS AND RELATIVE CAREGIVERS RAISING RELATIVES' CHILDREN WITHOUT LEGAL CUSTODY OR GUARDIANSHIP**

## **A DELAWARE LAW FOR THE CHILD IN YOUR CARE**

### ***NOW YOU CAN:***

#### **AUTHORIZE MEDICAL TREATMENT**

Complete the Caregivers' Medical Authorization Affidavit inside and have it notarized!

#### **Some Caregivers' Medical Authorization facts:**

- Parents, custodians, or guardians may sign this affidavit allowing a caregiver **with whom the child is living** to give medical treatment authorization for the child.
- In order to complete the affidavit in the absence of parent(s), custodian, or guardian, a caregiver must provide two proofs of their attempts to locate the party responsible for the child.
- At any time a parent, custodian, or guardian can take back their permission allowing the caregiver to authorize medical treatment.
- The Caregivers' Medical Authorization Affidavit is good for up to one year from the date it was notarized.
- A caregiver must present a completed and notarized Caregivers' Medical Authorization Affidavit when seeking medical treatment for the child.

Eligible individuals must successfully complete and have notarized the Caregivers' Medical Authorization Affidavit in order to approve medical treatment for a relative's child.

You can also acquire the Caregivers' Medical Authorization Affidavit from public health clinics, state service centers, and the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD) via:

- > the internet: [www.DSAAPD.com](http://www.DSAAPD.com)
- > E-mail to [DSAAPDinfo@state.de.us](mailto:DSAAPDinfo@state.de.us)
- > the mail by calling DSAAPD in: New Castle at 255-9390, Newark at 453-3820, Milford at 422-1386 or statewide at 1-800-223-9074.



**DELAWARE HEALTH  
AND SOCIAL SERVICES**  
DIVISION OF SERVICES FOR AGING AND  
ADULTS WITH PHYSICAL DISABILITIES

# RELATIVE CAREGIVERS' MEDICAL AUTHORIZATION AFFIDAVIT

• This Affidavit may be used when a parent, custodian, or guardian wishes to give a relative caregiver their permission to approve medical treatment for his or her child who is living in the caregiver's home.

**OR**

• This Affidavit is to be completed when a relative caregiver who is raising a child without legal custody or guardianship is seeking authorization for medical care before seeking that care.  
The parent(s), custodian, or guardian cannot be located.

**In accordance with Delaware Law on Consent for Medical Treatment of Minors (13 Del.C. §707-708 (a) ) I swear or affirm that:**

1. I, \_\_\_\_\_ reside at \_\_\_\_\_ .  
(Name of Relative Caregiver) (Address)

2. I am eighteen years of age or older.

3. \_\_\_\_\_ , \_\_\_\_\_ resides with me at this address.  
(Name of Child) (Date of Birth)

4. I am \_\_\_\_\_ to the child for whom this Affidavit is being submitted.  
(Your relationship to the child)

(A relative caregiver is an adult who, by blood, marriage or adoption, is the child's great grandparent, grandparent, step grandparent, great aunt, aunt, step aunt, great uncle, uncle, step uncle, step parent, brother, sister, step brother, step sister, half brother, half sister, niece, nephew, first cousin or first cousin once removed but who does not have legal custody or legal guardianship of the child.)

5. The name of the child's mother, father, legal custodian, or guardian is: \_\_\_\_\_

6. **If the parent(s), custodian, or guardian is available** to sign this affidavit indicating their approval for a relative caregiver to authorize medical treatment for their child who is living with that caregiver, this section must be completed and signed.

I, (Print your name) \_\_\_\_\_ , the (Check the appropriate box)

parent(s)  custodian  guardian of

(Print child's name) \_\_\_\_\_ , a minor who is living with this caregiver and is related to me by blood, adoption, or marriage, give permission for (Print caregiver's name) \_\_\_\_\_ , to stand in my place regarding approval of medical treatment for this child.

\_\_\_\_\_  
Signature of Parent(s), Custodian, or Guardian

\_\_\_\_\_  
Date

7. **If the parent(s), custodian, or guardian cannot be located**, you must complete Section A below as one of the proofs of your efforts to reach the parent(s), custodian, or guardian. In addition, you must also choose one of the Options -- B, C, D, or E. It is required that you complete the described action and write the information your option requests.

**Required Section A:**

- A. I have sent a certified letter/notice to the parent(s), guardian, or custodian at their last known address. This letter/notice informed the parent(s), custodian, or guardian of this child that I intend to act as a caretaker and take medical responsibility for the child. That letter/notice is attached along with the certified mail receipt reporting the letter was not deliverable because the parent(s), custodian, or guardian of the child was not at this location.

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**And one of the following options:**

- B. I, or a person acting in my behalf, (name) \_\_\_\_\_ visited the last known address of the parent(s), custodian, or guardian. *Describe what was found at that visit. Include the name of the person spoken to; what that person's relationship with the parent(s), custodian, or guardian is; what the contact person said; and any other related information that clarifies the situation.*

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**OR**

- C. I, or a person acting in my behalf, (name) \_\_\_\_\_ attempted to determine the location of the parent(s), custodian, or guardian by contacting their place of employment, health care providers, or friends. *Describe the results of your inquiry. Include the name of the employers, health care providers, or friends. Tell what was their response to your request for the location of the parent(s), custodian, or guardian.*

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**OR**

- D. I placed a notice in the *News Journal* and the *Delaware State News* informing the parent(s), custodian, or guardian of (child's name) \_\_\_\_\_ that I intend to take medical responsibility of the child. Eight days after publication describe what happened. Include the response you received or the lack of response. *Attach a copy of the legal notice, being sure to include the portion of the newspaper with the date the notice was printed.*

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**OR**

E. Other documents or confirmations that show that the parent(s), custodian, or guardian cannot be found.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Signature of the relative caregiver (Required for all affidavits)**

By signing this Relative Caregivers' Medical Authorization Affidavit, I understand that if I am making false statements I am subject to a minimum civil penalty of \$1,000. I may also be subject to criminal prosecution.

I, (Print your name) \_\_\_\_\_, do declare, certify and state under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge.

This, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Date) (Month) (Year)

\_\_\_\_\_  
Signature of Relative Caregiver  
(To be signed in the Presence of a Notary Public)

**9. To be completed by the Notary Public:**

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged that he/she executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

\_\_\_\_\_  
(Printed Name of Notary Public)

\_\_\_\_\_  
NOTARY PUBLIC (Signature) My commission expires \_\_\_\_\_ (Date)

This Caregivers' Medical Authorization is valid for one year or less. This Authorization begins on

\_\_\_\_\_ and will expire on \_\_\_\_\_.  
(date notarized) (date)

# AFIDÁVIT PARA LA AUTORIZACIÓN ESCOLAR PARA CUIDADORES FAMILIARES

**Este afidávit se debe completar cuando un niño es matriculado en la escuela por un cuidador familiar que está criando a un niño sin custodia o tutela.**

- Un familiar es un adulto que, por sangre, matrimonio o adopción, es el bisabuelo, la bisabuela, el abuelo, la abuela, los abuelos o bisabuelos políticos, la tía, el tío, el padrastro o la madrastra, el hermano, la hermana, el hermanastro, la hermanastra, el medio hermano, la media hermana, el sobrino, la sobrina, el primo, la prima o el primo "once removed" pero que no tiene custodia legal ni tutela legal del niño.
- Un "cuidador familiar" es un adulto quien está criando a un niño que vive con el cuidador y es un familiar del cuidador a través de una de las relaciones dadas en el párrafo anterior.
- Este afidávit para la autorización escolar para cuidadores no es para la matriculación de niños sin hogar. Los niños sin hogar se deben matricular en la escuela según el decreto del año 1999 McKinney Homeless Education Improvements, Title VII.

*Favor a llamar a la oficina del Distrito Escolar local para ayuda en completar este afidávit.*

**De acuerdo con la Ley de Delaware de Educación (14 Del. C. § 202 (a) ) doy fe que:**

1. Yo, \_\_\_\_\_ residido en: \_\_\_\_\_  
(Nombre del cuidador) (Dirección)  
en \_\_\_\_\_ distrito escolar  
(Nombre del distrito escolar)

Información de Contacto:

Teléfono de casa: ( ) \_\_\_\_\_ Teléfono de Trabajo: ( ) \_\_\_\_\_ Teléfono móvil: ( ) \_\_\_\_\_

2. Tengo 18 años o más de edad.

3. \_\_\_\_\_, \_\_\_\_\_ reside conmigo en este domicilio como resultado de:  
(Nombre del niño) (Fecha de nacimiento)

Indique las razones que aplican: ( "Padre" incluye madre, custodio, o guardián)

- A. \_\_\_\_\_ El padre está muerto, el padre está enfermo/ a así que no puede cuidar al niño, el padre está encarcelado, o el padre está ausente debido a su trabajo con el militar;
- B. \_\_\_\_\_ El padre no puede mantener al niño económicamente, ni proporcionarle cuidado ni dirección;
- C. \_\_\_\_\_ El padre u otros en su domicilio supuestamente han abusado o abandonado al niño.
- D. \_\_\_\_\_ El padre tiene una condición física o mental que impide el cuidado adecuado y la supervisión del niño;
- E. \_\_\_\_\_ La vivienda del estudiante es inhabitable debido a pérdida, daño, o desarreglo
- F. \_\_\_\_\_ Los padres no se pueden localizar
- G. \_\_\_\_\_ Otras circunstancias como sean aprobadas por el distrito escolar



Explicación del Distrito:

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4. Con mi firma en este affidavit, doy fe o afirmo que la declaración del estudiante que tiene residencia conmigo **no** es para el propósito de: 1) asistir a una escuela particular; 2) evitar o circunvenir la decisión del programa de CHOICE; 3) participar en equipos deportivos en una escuela particular 4) aprovechar de los servicios especiales o programas ofrecidos en una escuela particular o por cualquier propósito semejante.

5. Con mi firma en este affidavit doy fe o afirmo que el estudiante actualmente **no** está sujeto a expulsión de la escuela ni suspensión de la escuela por razones de comportamiento que podrían causar expulsión.

6. Al firmar este affidavit, yo acepto ser responsable para:

- A) Matricular al estudiante en la escuela
- B) Ser el contacto legal para la escuela en cuanto a pero no limitado a, falta a clase y disciplina;
- C) Tomar las decisiones educativas, en cuanto a, pero no limitadas a, la educación especial; y
- D) Dar permiso para que el estudiante reciba cuidado médico proporcionado por la escuela.

7. El nombre del padre, la madre, custodio o guardián del niño: \_\_\_\_\_

8. Si el niño está bajo el cuidado de un custodio, o guardián, adjunte una copia de la parte del mandato de custodia que indica a quien la custodia ha sido proporcionado, si está disponible.

9. **Si el padre/ la madre/ los padres, el custodio o el guardián está disponible para firmar** este affidavit indicando su permiso para que un cuidador familiar asuma responsabilidad educativa de su hijo que está viviendo con ese cuidador, esta sección debe completarse y firmarse.

Yo, \_\_\_\_\_, el (*marque la caja apropiada*)

(*escriba su nombre en letra de molde*)

padre/madre     custodio     guardián de

(*Escriba el nombre del niño en letra de molde*) \_\_\_\_\_

un menor de edad que está viviendo con este cuidador y es un familiar mío por sangre, adopción o matrimonio, doy permiso a (escribe el nombre del cuidador en letra de molde)

\_\_\_\_\_, para representarme en cuanto a la

\_\_\_\_\_  
responsabilidad educativa para este niño.

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**Firma del padre/ la madre/ los padres/ guardián/ o custodio**

**Fecha**

10. **Debido a que el padre/ la madre/ los padres, el custodio, o el guardián o no se pueden localizar**, usted debe completar la Sección A como una de las formas de prueba de sus esfuerzos de localizar a los padres o al guardián. Además, usted también debe escoger unas de las opciones--B, C, D o E. Es requerido que usted complete la acción descrita y escriba la información que pide la opción.

### **Sección Requerida A**

A. Yo he enviado una carta certificada a los padres, o al custodio, o al guardián a su última dirección conocida. Esta carta les informó a los padres, al custodio, o al guardián de este niño que yo tengo la intención de servir en capacidad de cuidador y asumir la responsabilidad educativa del niño.

Esta carta se adjunta con el recibo del correo certificado informando que la carta no se podía entregar porque el padre/ la madre/ los padres, el custodio, o el guardián de este niño no se encontraban en este domicilio.

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**Y una de las siguientes opciones:**

B. Yo, o una persona que actúa en mi nombre, (*nombre*) \_\_\_\_\_ visité el último domicilio conocido del padre/ la madre/ los padres, o el custodio, o el guardián. *Describa lo que se encontró durante la visita. Incluya el nombre de la persona con quien usted habló; la relación de esa persona con los padres, o el custodio, o el guardián lo que dijo esa persona; y cualquier información relacionada que aclara la situación.*

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**O**

C. Yo, o una persona que actúa en mi nombre, (*nombre*) \_\_\_\_\_ intenté a determinar la localidad del padre/ la madre/ los padres, el custodio, o el guardián al contactar el lugar donde trabajan, a su médico o a sus amigos. *Describa el resultado de su pregunta. Diga lo que fueron las respuestas a su pedido de localizar a del padre, la madre, los padres, al custodio, o al guardián.*

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**O**

D. Yo he publicado un anuncio en el *News Journal* y el *Delaware State News* informando al padre/ la madre/ los padres, al custodio, o al guardián de (*nombre del niño*) \_\_\_\_\_ que yo planeo asumir la responsabilidad educativo del niño. *Ocho días después de la publicación, describa lo que sucedió. Incluya la respuesta que usted recibió o la falta de una respuesta. Adjunte una copia del anuncio legal, asegurando que incluya la parte del periódico con la fecha del anuncio.*

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**O**

E. Otros documentos o confirmaciones que demuestran que el padre/ la madre/ los padres, el custodio, o el guardián no se pueden encontrar.

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11. Yo soy \_\_\_\_\_ del niño para quien se somete esta solicitud.  
(Relación-veáse las instrucciones para la lista aceptable de familiares.)

12. Yo puedo comprobar mi relación a este niño y también puedo comprobar que soy el cuidador de este niño al proveer las formas de pruebas en la lista que se encuentra abajo en cada columna.

- **Debe haber dos formas diferentes de documentación, una de cada columna .**
- **Una forma debe mostrar prueba de la relación y otra del cuidado que se proporciona.**

Estos documentos, u otros documentos semejantes aprobados por el distrito escolar, se deben presentar para la matriculación. **Marque** qué documento usted va a usar en cada columna.

 **PRUEBA DE RELACIÓN**

 **PRUEBA DE CUIDADO**

	Partida de nacimiento del cuidador, del padre y la partida de nacimiento del niño.		
	Archivos médicos donde un cuidador es requerido para dar aprobación, como vacunas. Tales archivos deben mostrar la relación entre el cuidador y el niño.		Archivos médicos donde la autorización del cuidador para dar permiso para servicios tales como vacunas es aceptable.
	Un testamento que incluye el niño relación entre el niño y el cuidador.		
	Seguro para el cuidador o el niño que incluye la relación entre el cuidador y el niño.		
	Una carta de un trabajador social, abogado, líder religioso, distrito escolar anterior, profesional medico, de salud mental o de comportamiento que verifica la relación del niño al cuidador.		Una carta de un trabajador social, abogado, líder religioso, distrito escolar anterior, vecino, profesional medico, de salud mental o de comportamiento que verifica que el niño recibe cuidado del cuidador.
	Una solicitud para el National School Lunch Program		
	Nombre del niño se incluye en la lista de habitantes de un apartamento u otra vivienda y su relación al cuidador también es incluido.		Nombre del niño se incluye en la lista de habitantes de un apartamento u otra vivienda y su relación al cuidador también es incluido.
	Cuidador recibió una subvención de Child-only Temporary Assistance for Needy Families (TANF) para este niño.		Cuidador recibió una subvención de Child-only Temporary Assistance for Needy Families (TANF) para este niño.
	Niño fue reclamado en la declaración de Impuestos Federales.		Niño fue reclamado en la declaración de Impuestos Federales.
	Cuidador recibe crédito contributivo sobre ingresos devengados a cambio de trabajo (Earned Income Tax Credit) para el niño		Cuidador recibe crédito contributivo sobre ingresos devengados a cambio de trabajo (Earned Income Tax Credit) para el niño
			Cuidador recibe beneficios para sobrevivientes de Seguro Social por el niño.
	Los registros de estampillas para alimentación, del hospital, de la clínica, de Salud Pública, o de Medicaid, demuestran la relación del niño al cuidador		Los registros, del hospital, de la clínica, de Salud Pública, o de Medicaid donde la autorización del cuidador para dar permiso para servicios como vacunas, es aceptable.
	Los registros de la División de Servicios para Children, Youth and their Families que específicamente demuestran la relación entre el cuidador y el niño.		Los registros de la División de Servicios para Children, Youth and their Families demuestran que el cuidador es la persona para contactar para el niño.
	Los registros militares o de veteranos que especifican la relación		
	Otros documentos aprobados por el distrito escolar		Otros documentos aprobados por el distrito escolar

13. El cuidador familiar debe completar esta sección:

Con mi firma en el Afidávit para La Autorización Escolar del Cuidador Familiar yo entiendo que si hago declaraciones falsas estoy sujeto a una penalidad mínima de \$1,000 y una penalidad máxima del promedio del costo de la educación anual por estudiante. Es posible que me requieran a reembolsar los costos al distrito escolar. También podría estar sujeto a una acción criminal.

Yo, (escribo su nombre en letra de molde) \_\_\_\_\_, declare y certifico bajo penalidad de perjudicarme que las declaraciones anteriores son correctas y verdaderas que yo sepa.

Este el \_\_\_\_\_ día de \_\_\_\_\_, 20\_\_\_\_\_  
(Día) (Mes) (Año)

\_\_\_\_\_  
(Firma del Cuidador Familiar)

*(se debe firmar en la presencia de un notario public)*

14. Para ser completado por un Notario:

En este, el \_\_\_\_\_ día de \_\_\_\_\_, 20\_\_\_\_\_,  
conocido personalmente ante mí, \_\_\_\_\_, es la persona descrita en el  
instrumento anterior y quien lo ejecutó y él/ ella reconoce que ha ejecutado el mismo y siendo jurado  
por mí, da fe que las declaraciones en el instrumento anterior son verdaderas.

\_\_\_\_\_  
Nombre del Notario Público en Letra de Molde

\_\_\_\_\_  
Firma del notario público

\_\_\_\_\_ Mi comisión vence \_\_\_\_\_  
(Fecha)

**PARA EL USO DEL DISTRITO ESCOLAR**

Approved on: \_\_\_\_\_ by \_\_\_\_\_  
(date) (position)

This Affidavit is in effect on \_\_\_\_\_ Expiration \_\_\_\_\_  
(date) (date)

If disapproved, reason: \_\_\_\_\_

District Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Appeal to State Board Yes \_\_\_\_\_ No \_\_\_\_\_

Result: \_\_\_\_\_

**ABUELOS Y CUIDADORES FAMILIARES QUE CRÍAN A LOS NIÑOS DE SUS FAMILIARES SIN CUSTODIA  
LEGAL O TUTELA**

**UNA LEY DE DELAWARE PARA EL NIÑO DE QUIEN USTED CUIDA**

**AHORA USTED PUEDE:**

**AUTORIZAR TRATAMIENTO MÉDICO**

Llene el Afidávit de Autorización Médica para el Cuidador y vaya a un notario para que lo haga certificar por notario!

**Algunos hechos sobre la Autorización Médica para los Cuidadores:**

- Los padres, custodios, o guardianes pueden firmar el afidávit que da permiso al cuidador **con quien vive el niño** para proporcionar autorización para tratamiento médico para el niño.
- Para llenar el Afidávit en la ausencia del padre/la madre/los padres o guardianes, un cuidador debe proveer dos formas de pruebas de haber intentado de localizar a la persona responsable para el niño.
- En cualquier momento, un padre, un custodio, o guardián puede revocar su permiso que deja que el cuidador autorice tratamiento médico.
- El Afidávit de Autorización Médica para los Cuidadores es válido por un año desde el día en que fue certificado por notario.
- Un cuidador debe presentar un Afidávit de Autorización Médica para los Cuidadores certificado por notario cuando vaya para tratamiento médico.

Individuos elegibles deben llenar y hacerlo certificado por notario el Afidávit de Autorización Médica para los Cuidadores para que el tratamiento médico sea aprobado para el niño de un familiar.

También puede obtener el Afidávit de Autorización Médica para los Cuidadores de clínicas de salud pública, centros de servicio del estado y la División de Servicios para Personas Mayores y Adultos con Incapacidades Físicas (Division of Services for Aging and Adults with Disabilities) (DSAAPD) por:

- internet: [www.DSAAPD.com](http://www.DSAAPD.com)
- correo electrónico a [DSAAPDinfo@state.de.us](mailto:DSAAPDinfo@state.de.us)
- correo al llamar DSAAPD en New Castle a (302) 255-9390, Newark a (302) 453-3820, Milford a (302) 422-1386 o en cualquier parte del estado a 1-800-223-9074.



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

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**DIVISION OF SERVICES FOR AGING AND  
ADULTS WITH PHYSICAL DISABILITIES**

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**AFIDÁVIT DE AUTORIZACIÓN MÉDICA PARA  
CUIDADORES FAMILIARES**

Este affidavit se puede usar cuando un padre, custodio, o guardián desea darle a un cuidador familiar su permiso para aprobar tratamiento médico para su niño que está viviendo en la casa del cuidador.

**O**

Este affidavit debe ser llenado cuando un cuidador familiar que está criando a un niño sin custodia legal ni tutela está buscando autorización para tratamiento médico antes de que consiga el cuidado médico. Del padre/la madre/los padres, el custodio, o guardianes no se pueden localizar.

De acuerdo con la Ley de Delaware para el Consentimiento para el Tratamiento Médico de los Menores de Edad (13 Del.C. § 707-708 (a) ) doy fe que:

1. Yo, \_\_\_\_\_ residio en \_\_\_\_\_ .  
(Nombre del cuidador) (dirección)

2. Tengo 18 años o más de edad.

3. \_\_\_\_\_, \_\_\_\_\_ reside conmigo en este domicilio.  
(Nombre del niño) (Fecha de nacimiento)

4. Yo soy \_\_\_\_\_ del niño para el cual este affidavit se solicita.  
(Relación al niño)

(Un cuidador familiar es un adulto que, por sangre, matrimonio o adopción, es el bisabuelo, la bisabuela, el abuelo, la abuela, los abuelos o bisabuelos políticos, la tiabuela, el tioabuelo, el tío, la tía, el padrastro o la madrastra, el hermano, la hermana, el hermanastro, la hermanastra, el medio hermano, la media hermana, el sobrino, la sobrina, el primo, la prima o el primo “once removed” pero que no tiene custodia legal ni tutela legal del niño.)

5. El nombre del padre/la madre/los padres, el custodio o del guardián es:  
\_\_\_\_\_ .

6. **Si el padre/la madre/los padres, el custodio o el guardián está disponible** para firmar este affidavit que señala su aprobación para que un cuidador familiar autorice tratamiento médico para su niño que reside con ese cuidador, esta sección se debe completar y firmar.

Yo, (escriba su nombre en letra de molde) \_\_\_\_\_ el/la (marque la caja apropiada.)  
padre/madre      custodio      guardián de

(Escriba el nombre del niño en letra de molde) \_\_\_\_\_, un niño menor de edad que reside con este cuidador y es un familiar mío por sangre, adopción o matrimonio, doy permiso para (escriba en letra de molde el nombre del cuidador) \_\_\_\_\_ para representarme en cuanto a la aprobación de tratamiento médico para este niño.

\_\_\_\_\_  
Firma del padre/la madre/los padres, custodio, o guardián

\_\_\_\_\_  
Fecha

7. **Si el padre/ la madre/ los padres/ el custodio, o el guardián no se pueden localizar**, usted debe completar Sección A de abajo como una de las formas de comprobación que usted ha intentado a encontrar el padre/la madre/los padres, el custodio, o el guardián. Además, usted tiene que escoger una de las opciones--B, C, D o E. Se requiere que usted complete la acción descrita y escribir la información que su opción pide.

**Sección Requerida A**

A. Yo he enviado una carta certificada a el padre/la madre/los padres, al custodio o al guardián a su última dirección conocida. Esta carta les informó al padre/la madre/los padres, al custodio, o al guardián de este niño que yo tengo la intención de servir en capacidad de custodio y asumir la responsabilidad médica para el niño. Esta carta se adjunta con el recibo del correo certificado reportando que la carta no se pudo entregar porque el padre/la madre/los padres, el custodio, o el guardián de este niño no se encontraba en este domicilio.

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**Y una de las siguientes opciones:**

B. Yo, o una persona quien actúa en mi nombre, (nombre) \_\_\_\_\_ visité el último domicilio conocido del padre/la madre/los padres, el custodio, or el guardián. *Describe lo que se encontró durante la visita. Incluya el nombre de la persona con quien usted habló; la relación de esa persona con el padre/la madre/los padres, el custodio or el guardián, lo que dijo esa persona; y cualquier información relacionada que aclara la situación.*

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**O**

C. Yo, o una persona quien actúa en mi nombre, (nombre) \_\_\_\_\_ traté de determinar la localidad del padre/la madre/los padres, el custodio, o el guardián al contactar el lugar donde trabajan, su médico o amigos. *Describe la relación de su pregunta. Diga lo que fueron las respuestas a su pedido de localizar a el padre/la madre/los padres, al custodio, o al guardián.*

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**O**

D. Yo he puesto un anuncio en el *News Journal* y el *Delaware State News* informando al padre/la madre/los padres, el custodio, o el guardián de (nombre del niño) \_\_\_\_\_ que yo tengo la intención de asumir la responsabilidad médica del niño. *Ocho días después de la publicación, describa lo que sucedió. Incluya la respuesta que usted recibió o la falta de una respuesta. Adjunte una copia del anuncio legal, asegurando que se incluye la parte del periódico con la fecha del anuncio.*

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**O**

E. Otros documentos o confirmaciones que demuestran que el padre/la madre/los padres, el custodio, o el guardián no se pueden localizar.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Firma del cuidador familiar (Requerido para todos los afidávits)**

Al firmar este Afidávit para la Autorización Médica para Cuidadores Familiares, yo entiendo que si hago declaraciones falsas, estoy sujeto a una penalidad mínima de \$1,000. También podría estar sujeto a una acción criminal.

Yo (escriba su nombre en letra de molde) \_\_\_\_\_, declaro, certifico y declaro bajo penalidad de perjurio que las declaraciones anteriores son verdaderas y correctas, que yo sepa.

Este, el \_\_\_\_\_ día de \_\_\_\_\_, 20\_\_\_\_  
(Fecha) (Mes) (Año)

\_\_\_\_\_  
Firma del Cuidador Familiar  
(Debe firmarse en la presencia de un notario)

**9. Para ser completado por un notario:**

En este, el \_\_\_\_\_ día de \_\_\_\_\_, 20\_\_\_\_, personalmente ante mí, \_\_\_\_\_, es la persona descrita en y quien ejecutó el instrumento anterior y él/ella reconoce que ha ejecutado el mismo y siendo jurado por mí, da fe que las declaraciones en el instrumento anterior son verdaderas.

\_\_\_\_\_  
Nombre del Notario en Letra de Molde

\_\_\_\_\_  
Firma del notario

\_\_\_\_\_  
Mi comisión vence (Fecha)

Este Afidávit de Authorización Médica para Cuidadores es válido por un año o menos. Este

Afidavit empieza en \_\_\_\_\_ y se acabará en \_\_\_\_\_ .  
(fecha de la firma del notario) (fecha)



# Florida

FLORIDA

**765.2035 Designation of a health care surrogate for a minor.—**

- (1) A natural guardian as defined in s. [744.301](#)(1), legal custodian, or legal guardian of the person of a minor may designate a competent adult to serve as a surrogate to make health care decisions for the minor. Such designation shall be made by a written document signed by the minor's principal in the presence of two subscribing adult witnesses. If a minor's principal is unable to sign the instrument, the principal may, in the presence of witnesses, direct that another person sign the minor's principal's name as required by this subsection. An exact copy of the instrument shall be provided to the surrogate.
- (2) The person designated as surrogate may not act as witness to the execution of the document designating the health care surrogate.
- (3) A document designating a health care surrogate may also designate an alternate surrogate; however, such designation must be explicit. The alternate surrogate may assume his or her duties as surrogate if the original surrogate is not willing, able, or reasonably available to perform his or her duties. The minor's principal's failure to designate an alternate surrogate does not invalidate the designation.
- (4) If neither the designated surrogate or the designated alternate surrogate is willing, able, or reasonably available to make health care decisions for the minor on behalf of the minor's principal and in accordance with the minor's principal's instructions, s. [743.0645](#)(2) shall apply as if no surrogate had been designated.
- (5) A natural guardian as defined in s. [744.301](#)(1), legal custodian, or legal guardian of the person of a minor may designate a separate surrogate to consent to mental health treatment for the minor. However, unless the document designating the health care surrogate expressly states otherwise, the court shall assume that the health care surrogate authorized to make health care decisions for a minor under this chapter is also the minor's principal's choice to make decisions regarding mental health treatment for the minor.
- (6) Unless the document states a time of termination, the designation shall remain in effect until revoked by the minor's principal. An otherwise valid designation of a surrogate for a minor shall not be invalid solely because it was made before the birth of the minor.
- (7) A written designation of a health care surrogate executed pursuant to this section establishes a rebuttable presumption of clear and convincing evidence of the minor's principal's designation of the surrogate and becomes effective pursuant to s. [743.0645](#)(2)(a).

**765.2038 Designation of health care surrogate for a minor; suggested form.**—A written designation of a health care surrogate for a minor executed pursuant to this chapter may, but need not, be in the following form:

DESIGNATION OF HEALTH CARE SURROGATE  
FOR MINOR

I/We, (name/names) , the  natural guardian(s) as defined in s. [744.301\(1\)](#), Florida Statutes;  legal custodian(s);  legal guardian(s) [check one] of the following minor(s):

;

;

,

pursuant to s. [765.2035](#), Florida Statutes, designate the following person to act as my/our surrogate for health care decisions for such minor(s) in the event that I/we am/are not able or reasonably available to provide consent for medical treatment and surgical and diagnostic procedures:

Name: (name)

Address: (address)

Zip Code: (zip code)

Phone: (telephone)

If my/our designated health care surrogate for a minor is not willing, able, or reasonably available to perform his or her duties, I/we designate the following person as my/our alternate health care surrogate for a minor:

Name: (name)

Address: (address)

Zip Code: (zip code)

Phone: (telephone)

I/We authorize and request all physicians, hospitals, or other providers of medical services to follow the instructions of my/our surrogate or alternate surrogate, as the case may be, at any time and under any circumstances whatsoever, with regard to medical treatment and surgical and diagnostic procedures for a minor, provided the medical care and treatment of any minor is on the advice of a licensed physician.

I/We fully understand that this designation will permit my/our designee to make health care decisions for a minor and to provide, withhold, or withdraw consent on my/our behalf, to apply

for public benefits to defray the cost of health care, and to authorize the admission or transfer of a minor to or from a health care facility.

I/We will notify and send a copy of this document to the following person(s) other than my/our surrogate, so that they may know the identity of my/our surrogate:

Name: (name)

Name: (name)

Signed: (signature)

Date: (date)

WITNESSES:

1. (witness)

2. (witness)

**743.0645 Other persons who may consent to medical care or treatment of a minor.—**

(1) As used in this section, the term:

(a) “Blood testing” includes Early Periodic Screening, Diagnosis, and Treatment (EPSDT) testing and other blood testing deemed necessary by documented history or symptomatology but excludes HIV testing and controlled substance testing or any other testing for which separate court order or informed consent as provided by law is required.

(b) “Medical care and treatment” includes ordinary and necessary medical and dental examination and treatment, including blood testing, preventive care including ordinary immunizations, tuberculin testing, and well-child care, but does not include surgery, general anesthesia, provision of psychotropic medications, or other extraordinary procedures for which a separate court order, health care surrogate designation under s. [765.2035](#) executed after September 30, 2015, power of attorney executed after July 1, 2001, or informed consent as provided by law is required, except as provided in s. [39.407\(3\)](#).

(c) “Person who has the power to consent as otherwise provided by law” includes a natural or adoptive parent, legal custodian, or legal guardian.

(2) Any of the following persons, in order of priority listed, may consent to the medical care or treatment of a minor who is not committed to the Department of Children and Families or the Department of Juvenile Justice or in their custody under chapter 39, chapter 984, or chapter 985 when, after a reasonable attempt, a person who has the power to consent as otherwise provided by law cannot be contacted by the treatment provider and actual notice to the contrary has not been given to the provider by that person:

- (a) A health care surrogate designated under s. [765.2035](#) after September 30, 2015, or a person who possesses a power of attorney to provide medical consent for the minor. A health care surrogate designation under s. [765.2035](#) executed after September 30, 2015, and a power of attorney executed after July 1, 2001, to provide medical consent for a minor includes the power to consent to medically necessary surgical and general anesthesia services for the minor unless such services are excluded by the individual executing the health care surrogate for a minor or power of attorney.
- (b) The stepparent.
- (c) The grandparent of the minor.
- (d) An adult brother or sister of the minor.
- (e) An adult aunt or uncle of the minor.

There shall be maintained in the treatment provider's records of the minor documentation that a reasonable attempt was made to contact the person who has the power to consent.

- (3) The Department of Children and Families or the Department of Juvenile Justice caseworker, juvenile probation officer, or person primarily responsible for the case management of the child, the administrator of any facility licensed by the department under s. [393.067](#), s. [394.875](#), or s. [409.175](#), or the administrator of any state-operated or state-contracted delinquency residential treatment facility may consent to the medical care or treatment of any minor committed to it or in its custody under chapter 39, chapter 984, or chapter 985, when the person who has the power to consent as otherwise provided by law cannot be contacted and such person has not expressly objected to such consent. There shall be maintained in the records of the minor documentation that a reasonable attempt was made to contact the person who has the power to consent as otherwise provided by law.
- (4) The medical provider shall notify the parent or other person who has the power to consent as otherwise provided by law as soon as possible after the medical care or treatment is administered pursuant to consent given under this section. The medical records shall reflect the reason consent as otherwise provided by law was not initially obtained and shall be open for inspection by the parent or other person who has the power to consent as otherwise provided by law.
- (5) The person who gives consent; a physician, dentist, nurse, or other health care professional licensed to practice in this state; or a hospital or medical facility, including, but not limited to, county health departments, shall not incur civil liability by reason of the giving of consent, examination, or rendering of treatment, provided that such consent, examination, or treatment was given or rendered as a reasonable prudent person or similar health care professional would give or render it under the same or similar circumstances.

(6) The Department of Children and Families and the Department of Juvenile Justice may adopt rules to implement this section.

(7) This section does not affect other statutory provisions of this state that relate to medical consent for minors.

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Ron DeSantis**  
Governor

**Vision:** To be the **Healthiest State** in the Nation

DESIGNATION OF HEALTH CARE SURROGATE FOR MINOR

I/We, \_\_\_\_\_, the  natural guardian(s) as defined in s. 744.301(1), Florida

Statutes;  legal custodian(s);  legal guardian(s) [check one] of the following minor(s): \_\_\_\_\_;

\_\_\_\_\_ ; \_\_\_\_\_

pursuant to s. 765.2035, Florida Statutes, designate the following person to act as my/our surrogate for health care decisions for such minor(s) in the event that I/we am/are not able or reasonably available to provide consent for medical treatment and surgical and diagnostic procedures:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip code \_\_\_\_\_ Phone: \_\_\_\_\_

If my/our designated health care surrogate for a minor is not willing, able, or reasonably available to perform his or her duties, I/we designate the following person as my/our alternate health care surrogate for a minor:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip code \_\_\_\_\_ Phone: \_\_\_\_\_

I/We authorize and request all physicians, hospitals, or other providers of medical services to follow the instructions of my/our surrogate or alternate surrogate, as the case may be, at any time and under any circumstances whatsoever, with regard to medical treatment and surgical and diagnostic procedures for a minor, provided the medical care and treatment of any minor is on the advice of a licensed physician.

I/We fully understand that this designation will permit my/our designee to make health care decisions for a minor and to provide, withhold, or withdraw consent on my/our behalf, to apply for public benefits to defray the cost of health care, and to authorize the admission or transfer of a minor to or from a health care facility.

I/We will notify and send a copy of this document to the following person(s) other than my/our surrogate, so that they may know the identity of my/our surrogate:

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_

Date: \_\_\_\_\_

2. \_\_\_\_\_

Date: \_\_\_\_\_

## FAQ – Frequently Asked Questions

For immunizations or routine medical/dental non-emergency care ( including ordinary immunizations, blood testing, TB testing, well-child care and ordinary and necessary examination and treatment) which do not requiring surgery, general anesthesia, psychotropic medicines, or any other extraordinary procedures:

A parent or **legal guardian/custodian (someone with a court order if not the parent)** must be **present and authorize the immunization** (or other non-emergency medical or dental treatment)\* for a **minor child**, UNLESS:

1. **The minor to receive the service has been EMANCIPATED by law, by marriage, or by court order.**  
-Examples of **emancipation by law** include certain **homeless unaccompanied minors** (if they have the required paperwork declaring them an emancipated minor), a **minor parent of a child, who can sign for their own medical care regarding the pregnancy and for care for their child**, and minors for **certain types of medical care (birth control, pregnancy, STD/HIV testing and treatment).**; **OR**
2. **The person present has a POWER OF ATTORNEY \* from the parent or legal guardian**, which expressly authorizes the person present to authorize medical care for the child. **A POWER OF ATTORNEY is NOT just a signed note from the parent.** It is a signed legal document which details the powers it is giving to the other person, the duration of the power (sometimes), and the conditions when the power may be used. It must be **signed by the person with legal authority** (ie, parent or guardian/custodian) **in the presence of 2 witnesses and a notary public.** **OR**
3. **The person present has a DESIGNATION OF HEALTH CARE SURROGATE FOR TREATMENT OF MINOR CHILD\*** in their name from the parent or guardian, designating them as a person authorized to obtain the care at issue for the child present. **THIS IS THE FORM YOU SENT OUT.** This form requires the signature of the parent/guardian and must have been signed in the presence of 2 witnesses, one of which may NOT be to person appointed. **OR**
4. If the person present with the child is the **STEPPARENT, GRANPARENT, ADULT SIBLING, OR ADULT AUNT OR UNCLE** of the child, we can provide immunizations and other care as above IF the child has NOT been committed to the custody of DCF or DJJ, and after **OUR REASONABLE ATTEMPT TO CONTACT THE PARENT is unsuccessful, we can give the care.** We must document the reasonable efforts we made to contact the parent in the medical file.

NOTE: We cannot honor the POA, Designation, or use of any other person if the parent has notified us that they have revoked the documents or do not agree to the specific person obtaining care, regardless of the existence of the document or relationship.

\*POAs and SURROGACY forms also generally authorize more significant care, including medically necessary surgery or anesthesia, if within the terms of the document.



# Georgia

## GEORGIA

### 19-9-122. Delegation of child caregiving authority.

A parent of a child may delegate caregiving authority regarding such child to an individual who is an adult, who resides in this state, and who is the grandparent, great-grandparent, stepparent, former stepparent, step-grandparent, aunt, uncle, great aunt, great uncle, cousin, or sibling of such child or is a nonrelative who is approved as an agent by a child-placing agency or a nonprofit entity or faith based organization for a period not to exceed one year, except as provided in Code Section 19-9-132, by executing a power of attorney that substantially complies with this article.

19-9-124. Parental limitation on delegation of power of attorney; rights, duties, and responsibilities of agents; acknowledgment of acceptance of responsibilities; approval of agents; organizational and entity record keeping.

#### **(a)**

**(1)** A parent of a child may delegate to an agent in a power of attorney any power and authority regarding the care and custody of such child, except the power to consent to the marriage or adoption of such child, the performance or inducement of an abortion on or for such child, or the termination of parental rights to such child. Such power and authority may be delegated without the approval of a court, provided that such delegation of power and authority shall not operate to change or modify any parental or legal rights, obligations, or authority established by an existing court order, including a standing order, or deprive a parent of a child of any parental or legal rights, obligations, or authority regarding the custody, parenting time, visitation, or support of such child. Such delegation of power and authority shall not deprive or limit any support for a child that should be received by such child pursuant to a court order or for any other reason. When support is being collected for the child by the Child Support Enforcement Agency of the department, such agency shall be authorized to redirect support payments to the agent for the duration of the power of attorney or until the power of attorney is revoked or superseded by a court order.

**(2)** A power of attorney executed under this article during the pendency of a divorce or custody action shall be void ab initio unless executed or agreed upon by both parties to such action, if both parties have custodial rights to the child or the court presiding over such divorce or custody action enters an order allowing the execution of the power of attorney as being in the best interests of such child.

**(b)** Except as limited by federal law, this article, or the direction of a parent of a child as expressed in the power of attorney, an agent shall have the same rights, duties, and

responsibilities that would otherwise be exercised by such parent of a child pursuant to the laws of this state.

**(c)** An agent shall acknowledge in writing his or her acceptance of the responsibility for caring for a child for the duration of the power of attorney and, if applicable, shall identify his or her association with a child-placing agency or nonprofit entity or faith based organization.

**(d)** An agent shall certify that he or she is not currently on the state sexual offender registry of this state or the sexual offender registry or child abuse registry for any other state, a United States territory, the District of Columbia, or any American Indian tribe nor has he or she ever been required to register for any such registry.

**(e)** The individual executing a power of attorney shall require a prospective agent to provide him or her with a criminal background check if such agent is a nonrelative. At the time of executing such power of attorney, the individual executing it shall acknowledge having read and reviewed the prospective agent's criminal background check or shall waive such requirement if the prospective agent is the grandparent, great-grandparent, stepparent, former stepparent, step-grandparent, aunt, uncle, great aunt, great uncle, cousin, or sibling of such child.

**(f)** The agent under a power of attorney shall act in the best interests of the child. Such agent shall not be liable to the individual executing the power of attorney for consenting or refusing to consent to medical, dental, or mental health care for a child when such decision is made in good faith and is exercised in the best interests of the child.

**(g)** Each child-placing agency and nonprofit entity or faith based organization that assists with the execution of a power of attorney under this article shall maintain a record of all powers of attorney executed by agents approved by such agency, entity, or organization for at least five years after the expiration of such powers of attorney.

19-9-125. Notice to noncustodial parent of execution of power of attorney; objection by noncustodial parent; compliance with relocation notice requirements.

**(a)** An individual with sole custody of a child who executes a power of attorney authorized under this article shall provide written notice of such execution to the noncustodial parent by certified mail, return receipt requested, or statutory overnight delivery within 15 days after the date upon which such power of attorney was executed.

**(b)** A noncustodial parent receiving the notice as set forth in subsection (a) of this Code section may object to the execution of such power of attorney within 21 days of the delivery of such notice and shall serve his or her objection on the individual who executed such power of attorney by certified mail, return receipt requested, or statutory overnight delivery. An objection shall

prohibit the action of a power of attorney under this article and the child shall be returned to the individual with sole custody.

**(c)** In addition to the notice provided for in subsection (a) of this Code section, an individual with sole custody of a child who executes a power of attorney under this article shall comply with any applicable relocation notice requirements under subsection (f) of Code Section 19-9-3.

19-9-127. Temporary written permission to seek emergency medical treatment or other services for children.

Nothing in this article shall preclude a parent or agent from granting temporary written permission to seek emergency medical treatment or other services for a child while such child is in the custody of an adult who is not the parent or agent and who is temporarily supervising the child at the request of such parent or agent.

19-9-130. Authority of agent; revocation, termination, or resignation of agent exercising power of attorney; right of parent to access records while power of attorney in effect.

**(a)**

**(1)** An agent shall have the authority to act on behalf of the child on a continuous basis, without compensation:

**(A)** For the duration of the power of attorney so long as the duration does not exceed one year or the time period authorized in Code Section 19-9-132; or

**(B)** Until the individual who executed the power of attorney revokes the power of attorney in writing and provides notice of the revocation to the agent by certified mail, return receipt requested, or statutory overnight delivery. Upon receipt of such revocation, the agent shall cease to act as agent.

**(2)** The individual revoking the power of attorney shall send a copy of the revocation of the power of attorney to the agent within five days of executing such revocation. If an individual revokes a power of attorney, the child shall be returned to the custody of such individual who executed the power of attorney within 48 hours of receiving such revocation.

**(3)** The revoking individual shall notify schools, health care providers, the probate court where the power of attorney is filed, and others known to the revoking individual to have relied upon such power of attorney within 48 hours of submitting such resignation to the agent.

**(b)** A power of attorney executed under this article may be terminated by an order of a court of competent jurisdiction.

**(c)** Upon receipt of a revocation of a power of attorney, an agent shall notify schools, health care providers, and others known to the agent to have relied upon such power of attorney within 48 hours of receiving such revocation.

**(d)** An agent may resign by notifying the individual who appointed the agent in writing by certified mail, return receipt requested, or statutory overnight delivery and he or she shall notify schools, health care providers, the probate court where the power of attorney is filed, and others known to the agent to have relied upon such power of attorney within 48 hours of submitting such notification.

**(e)** Upon the death of an individual who executed a power of attorney, the agent shall notify the surviving parent of the child, if known, as soon as practicable.

**(f)** The authority to designate an agent to act on behalf of a child shall be in addition to any other lawful action a parent may take for the benefit of such child.

**(g)** A parent shall continue to have the right to receive medical, dental, mental health, and educational records pertaining to his or her child, even when a power of attorney has been executed under this article.

19-9-132. Delegation to grandparent; delegation by deployed parents.

**(a)** When a power of attorney delegates caregiving authority to a grandparent of a child, it may have an unlimited duration.

**(b)** Except as limited by or in conflict with federal law regarding the armed forces of the United States, a parent who is a member of the armed forces of the United States, including any reserve component thereof, or the commissioned corps of the National Oceanic and Atmospheric Administration or the Public Health Service of the United States Department of Health and Human Services detailed by proper authority for duty with the armed forces of the United States, or who is required to enter or serve in the active military service of the United States under a call or order of the President of the United States or to serve on state active duty, may delegate caregiving authority for a period longer than one year if such parent is deployed as defined in Code Section 19-9-6. Such term of delegation, however, shall not exceed the term of deployment plus 30 days.

19-9-134. Power of attorney form.

**(a)** The power of attorney contained in this Code section may be used for the temporary delegation of caregiving authority to an agent. The form contained in this Code section shall be sufficient for the purpose of creating a power of attorney under this article, provided that nothing in this Code section shall be construed to require the use of this particular form.

(b) A power of attorney shall be legally sufficient if the form is properly completed and the signatures of the parties are notarized.

(c) The power of attorney delegating caregiving authority of a child shall be in substantially the following form:

**“FORM FOR POWER OF ATTORNEY TO DELEGATE  
THE POWER AND AUTHORITY FOR THE CARE OF A CHILD  
NOTICE:**

(1) THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE INDIVIDUAL WHOM YOU DESIGNATE (THE AGENT) POWERS TO CARE FOR YOUR CHILD, INCLUDING THE POWER TO: HAVE ACCESS TO EDUCATIONAL RECORDS AND DISCLOSE THE CONTENTS TO OTHERS; ARRANGE FOR AND CONSENT TO MEDICAL, DENTAL, AND MENTAL HEALTH TREATMENT FOR THE CHILD; HAVE ACCESS TO RECORDS RELATED TO SUCH TREATMENT OF THE CHILD AND DISCLOSE THE CONTENTS OF THOSE RECORDS TO OTHERS; PROVIDE FOR THE CHILD’S FOOD, LODGING, RECREATION, AND TRAVEL; AND HAVE ANY ADDITIONAL POWERS AS SPECIFIED BY THE INDIVIDUAL EXECUTING THIS POWER OF ATTORNEY.

(2) THE AGENT IS REQUIRED TO EXERCISE DUE CARE TO ACT IN THE CHILD’S BEST INTERESTS AND IN ACCORDANCE WITH THE GRANT OF AUTHORITY SPECIFIED IN THIS FORM.

(3) A COURT OF COMPETENT JURISDICTION MAY REVOKE THE POWERS OF THE AGENT.

(4) THE AGENT MAY EXERCISE THE POWERS GIVEN IN THIS POWER OF ATTORNEY FOR THE CARE OF A CHILD FOR THE PERIOD SET FORTH IN THIS FORM UNLESS THE INDIVIDUAL EXECUTING THIS POWER OF ATTORNEY REVOKES THIS POWER OF ATTORNEY AND PROVIDES NOTICE OF THE REVOCATION TO THE AGENT OR A COURT OF COMPETENT JURISDICTION TERMINATES THIS POWER OF ATTORNEY.

(5) THE AGENT MAY RESIGN AS AGENT AND MUST IMMEDIATELY COMMUNICATE SUCH RESIGNATION TO THE INDIVIDUAL EXECUTING THIS POWER OF ATTORNEY AND TO SCHOOLS, HEALTH CARE PROVIDERS, AND OTHERS KNOWN TO THE AGENT TO HAVE RELIED UPON SUCH POWER OF ATTORNEY.

(6) THIS POWER OF ATTORNEY MAY BE REVOKED IN WRITING. IF THIS POWER OF ATTORNEY IS REVOKED, THE REVOKING INDIVIDUAL SHALL NOTIFY THE AGENT, SCHOOLS, HEALTH CARE PROVIDERS, AND OTHERS KNOWN TO THE INDIVIDUAL EXECUTING THIS POWER OF ATTORNEY TO HAVE RELIED UPON SUCH POWER OF ATTORNEY.

(7) IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK AN ATTORNEY TO EXPLAIN IT TO YOU.

STATE OF GEORGIA

COUNTY OF

Personally appeared before me, the undersigned officer duly authorized to administer oaths, (name of parent) who, after having been sworn, deposes and says as follows:

1. I certify that I am the parent of:

(Full name of child) (Date of birth)

2. I designate: ,

(Full name of agent)

(Street address, city, state, and ZIP Code of agent)

,

(Personal and work telephone numbers of agent)

as the agent of the child named above.

3. The agent named above is related or known to me as follows (write in your relationship to the agent; for example, aunt of the child, maternal grandparent of the child, sibling of the child, god-parent of the child, associated with a nonprofit or faith based : *organization*)

4. Sign by the statement you wish to choose (you may only choose one):

(A) (Signature) The agent named above is related to me by blood or marriage and I have elected not to have him or her obtain a criminal background check.

OR

(B) (Signature) The agent named above is not related to me and I have reviewed his or her criminal background check. (If the agent has a criminal conviction, complete the rest of this paragraph.) I know that the agent has a conviction but I want him or her to be the agent because (*write in*):

5. Sign by the statement you wish to choose (*you may only choose one*):

(A) (Signature) I delegate to the agent all my power and authority regarding the care and custody of the child named above, including but not limited to the right to inspect and obtain copies of educational records and other records concerning the child, attend school activities and

other functions concerning the child, and give or withhold any consent or waiver with respect to school activities, medical and dental treatment, and any other activity, function, or treatment that may concern the child. This delegation shall not include the power or authority to consent to the marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child.

**OR**

(B) (Signature) I delegate to the agent the following specific powers and responsibilities (write in):

This delegation shall not include the power or authority to consent to the marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child.

6. Initial by the statement you wish to choose (you may only choose one of the three options) and complete the information in the paragraph:

(A) (Initials) This power of attorney is effective for a period not to exceed one year, beginning , 2, and ending , 2. I reserve the right to revoke this power and authority at any time.

**OR**

(B) (Initials) This power of attorney is being given to a grandparent of my child and is effective until I revoke this power of attorney.

**OR**

(C) (Initials) I am a parent as described in O.C.G.A. § 19-9-132(b). My deployment is scheduled to begin on , 2, and is estimated to end on , 2. I acknowledge that in no event shall this delegation of power and authority last more than one year or the term of my deployment plus 30 days, whichever is longer. I reserve the right to revoke this power and authority at any time.

7. I hereby swear or affirm under penalty of law that I provided the notice required by O.C.G.A. § 19-9-125 and received no objection in the required time period.

By:

(Parent signature)

(Printed name)

(Street address, city, state, and ZIP Code of parent)



(Personal and work telephone numbers of parent)

Sworn to and subscribed

before me this

day of , .

Notary public (SEAL)

My commission expires: .

STATE OF GEORGIA

COUNTY OF

Personally appeared before me, the undersigned officer duly authorized to administer oaths, (name of agent) who, after having been sworn, deposes and says as follows:

8. I hereby accept my designation as agent for the child specified in this power of attorney and by doing so acknowledge my acceptance of the responsibility for caring for such child for the duration of this power of attorney. Furthermore, I hereby certify that:

(A)(i) I am related to the individual giving me this power of attorney by blood or marriage as follows (write in your relationship to the individual designating you as agent; for example, sister, mother, father, etc.):

**OR**

(ii) I am not related to the individual giving me this power of attorney but was referred to him or her by: (write in the name of the child-placing agency, nonprofit entity, or faith based organization).

(B) I am not currently on the state sexual offender registry of this state or the sexual offender registry or child abuse registry for any other state, a United States territory, the District of Columbia, or any American Indian tribe nor have I ever been required to register for any such registry;

(C) I have provided a criminal background check to the individual designating me as an agent, if it was required;

(D) I understand that I have the authority to act on behalf of the child:

- For the period of time set forth in this form;
- Until the power of attorney is revoked in writing and notice is provided to me as required by O.C.G.A. § 19-9-130; or
- Until the power of attorney is terminated by order of a court;

(E) I understand that if I am made aware of the death of the individual who executed the power of attorney, I must notify the surviving parent of the child, if known, as soon as practicable; and

(F) I understand that I may resign as agent by notifying the individual who executed the power of attorney in writing by certified mail, return receipt requested, or statutory overnight delivery and I must also notify any schools, health care providers, and others to whom I give a copy of this power of attorney.

(Agent signature)

(Printed name)

Sworn to and subscribed before me this day of , .

Notary public (SEAL)

My commission expires: .

(Organization signature, if applicable)

(Printed name and title)”

## **GEORGIA POWER OF ATTORNEY FOR THE CARE OF A MINOR CHILD**

- (1) The purpose of this power of attorney is to give the grandparent that you designate (the agent grandparent) powers to care for your minor child, including the power to: enroll the child in school and in extracurricular school activities; have access to school records and disclose the contents to others; arrange for and consent to medical, dental, and mental health treatment for the child; have access to such records related to treatment of the child and disclose the contents of those records to others; provide for the child's food, lodging, recreation, and travel; and have any additional powers as specified by the parent.
- (2) The agent grandparent is required to exercise due care to act in the child's best interest and in accordance with the grant of authority specified in this form.
- (3) A court of competent jurisdiction may revoke the powers of the agent grandparent if it finds that the agent grandparent is not acting properly.
- (4) The agent grandparent may exercise the powers given in this power of attorney for the care of a minor child throughout the child's minority unless the parent revokes this power of attorney and provides notice of the revocation to the agent grandparent or until a court of competent jurisdiction terminates this power.
- (5) The agent grandparent may resign as agent and must immediately communicate such resignation to the parent, and if communication with such parent is not possible, the agent grandparent shall notify child protective services or such government authority that is charged with assuring proper care of such minor child.
- (6) This power of attorney may be revoked in writing by any authorizing parent. If the power of attorney is revoked, the revoking parent shall notify the agent grandparent, school, health care providers, and others known to the parent to have relied upon such power of attorney.

**POWER OF ATTORNEY FOR THE CARE OF A MINOR CHILD**

Georgia, \_\_\_\_\_ County

(A) I, \_\_\_\_\_ (insert name and address of parent or parents), hereby appoint \_\_\_\_\_

\_\_\_\_\_ (insert name and address of grandparent to be named as agent) as attorney in fact (the agent grandparent) for my child \_\_\_\_\_ (insert name of child) to act for me and in my name in any way that I could act in person.

(B) I hereby certify that the agent grandparent named herein is the (place a check mark beside the appropriate description):

- Biological grandparent;
- Step grandparent;
- Biological great-grandparent; or
- Step great-grandparent.

The agent grandparent may:

(A) Enroll the child in school and in extracurricular activities, have access to school records, and may disclose the contents to others;

(B) Arrange for and consent to medical, dental, and mental health treatment of the child, have access to such records related to treatment of the child, and disclose the contents of such records to others;

(C) Provide for the child's food, lodging, recreation, and travel; and

(D) Carry out any additional powers specified by the parent as follows: \_\_\_\_\_

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(3) The powers granted above shall not include the following powers or shall be subject to the following rules or limitations (here you may include any specific limitations that you deem appropriate): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) This power of attorney for the care of a minor child is being executed because of the following hardship (initial all that apply):

\_\_\_\_\_ The death, serious illness, or terminal illness of a parent;

\_\_\_\_\_ The physical or mental condition of the parent or the child such that proper care and supervision of the child cannot be provided by the parent;

\_\_\_\_\_ The loss or non-habitability of the child's home as the result of a natural disaster;

\_\_\_\_\_ The incarceration of a parent; or

\_\_\_\_\_ A period of active military duty of a parent.

(5) I am fully informed as to all of the contents of this form and I understand the full import of this grant of powers to the agent grandparent.

(6) I certify that the minor child is not emancipated, and, if the minor child becomes emancipated, this power of attorney shall no longer be valid.

(7) Except as may be permitted by the federal No Child Left Behind Act, 20 U.S.C.A. Section 6301, et seq. and Section 7801, et seq., I hereby certify that this power of attorney is not executed for the primary purpose of unlawfully enrolling the child in a school so that the child may participate in the academic or interscholastic athletic programs provided by that school.

(8) I certify that, to my knowledge, the minor child's welfare is not the subject of an investigation by the Department of Human Services.

(9) I declare under penalty of perjury under the laws of the State of Georgia that the foregoing is true and correct.

Parent Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signed and sealed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ in the  
presence of:

Notary Public

My commission expires

# Hawaii

## HAWAII

**§560:5-105 Delegation of power by parent or guardian.** A parent or guardian of a minor or incapacitated person, by a power of attorney, may delegate to another person for a period not exceeding one year, which time limit shall be expressly stated in the document, any power regarding the care, custody, or property of the minor or ward, except the power to consent to marriage or adoption.



See General Form.

# Idaho

## IDAHO

15-5-104. Delegation of powers by parent or guardian. A parent or a guardian of a minor or incapacitated person, by a properly executed power of attorney, may delegate to another person, for a period not exceeding six (6) months, or in the case of military personnel serving beyond the territorial limits of the United States for a period not exceeding twelve (12) months, any of the parent's or guardian's powers regarding care, custody, or property of the minor or ward including, but not limited to, powers for medical care and educational care of the minor or ward, except the parent's or guardian's power to consent to marriage or adoption of a minor or ward. The delegation for a minor to a grandparent of the minor, or to a sibling of the minor, or to a sibling of either parent of the minor, shall continue in effect until the time period, or date, or condition set forth in the power of attorney for automatic expiration of the power of attorney occurs. If the power of attorney does not provide a time period, or date, or condition for automatic expiration of the power, the power of attorney shall continue in effect for a period of three (3) years. The power may be revoked prior to the expiration of the three (3) year period, or prior to the time period, or date, or condition for automatic expiration, in a writing delivered to the grandparent or sibling by the delegating parent or guardian. The power of attorney does not need to be notarized or recorded to be valid. However, if the power is recorded, any revocation of the power by a writing must also be recorded before the revocation is effective.

**POWER OF ATTORNEY DELEGATING PARENTAL POWERS**

\_\_\_\_\_, a parent or guardian  
(Typewritten or Printed Name of Parent(s) or Guardian(s))  
of the minor child/ren

\_\_\_\_\_, born \_\_\_\_\_  
[name(s) and birthdate(s)]

\_\_\_\_\_, born \_\_\_\_\_  
[name(s) and birthdate(s)]

\_\_\_\_\_, born \_\_\_\_\_  
[name(s) and birthdate(s)]

pursuant to Idaho Code Section 15-5-104, delegates his/her/their parental powers to

\_\_\_\_\_, of \_\_\_\_\_  
(Typewritten or printed name of parenting delegate) (Current address of delegate)

[ ] The delegate named above is a [ ] grandparent, [ ] sibling of a parent , or [ ] sibling of the above minor child/ren. This power of attorney shall remain in full force and effect for [ ] three (3) years, unless earlier revoked by me in writing; OR [ ] from \_\_\_\_\_ until \_\_\_\_\_ unless earlier revoked by me in writing.

[ ] The delegate named above is NOT a grandparent, sibling of a parent , sibling of the above minor child/ren. This power of attorney shall remain in full force and effect for six (6) months unless earlier revoked by me in writing.

This delegation includes all powers regarding the care, custody, and property of the minor child/ren except the power to consent to marriage or adoption of the minor child/ren.

This delegation expressly allows my delegate to travel outside the United States with the minor child/ren.  
[ ]Yes [ ]No

This delegation is effective [ ] immediately, [ ] on the following date\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Parent or Guardian) (Signature of Parent or Guardian) (Signature date)

**FORM MUST BE NOTARIZED**

STATE OF \_\_\_\_\_)

:SS

County of \_\_\_\_\_)

On the \_\_ day of \_\_\_\_, 20\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within or foregoing instrument, and acknowledged to me that s/he executed the same. WITNESS my hand and seal the day and year as previously stated.

\_\_\_\_\_  
Notary Public for  
Residing at  
Commission expires: \_\_\_\_\_

## Instructions: Delegation of Parenting Powers

1. This form should be filled out in English. A translation can be used as guidance for what information is needed where, but for the document to be honored at schools, hospitals, and other organizations, the English version should be completed and signed.
2. Name of Parent or Guardian.
  - a. It is best for both parents to sign the parenting delegation. Both parents can sign the same delegation document, or each parent could sign a separate document. If both parents sign a delegation and delegate to the same person, that person will have the clearest ability to make parenting decisions for the child or children.
  - b. It is OK for only one parent to sign. If this happens because the second parent is unavailable or uninvolved in the child's life, the delegation will likely be as good as if both parents signed. If only one parent signs because the other parent disagrees or won't cooperate on parenting decisions, the delegation is still good and will allow the delegate to make important emergency decisions and get access to important documents and information about the children. But the signing parent can't give the delegate any powers the signing parent doesn't have. So, for example, if the two parents have a 50/50 custody agreement, the signing parent cannot delegate the other parent's custody time. Also the non-signing parent might be able to veto decisions made by the delegate.
  - c. Make sure the names listed for the parent(s) exactly match identification documents such as drivers' licenses, passports (even if not US passports), and/or any other documents that may prove identity. Include variant spellings and nicknames if they appear on documents used to prove identity. For example say "Juan Espinoza, aka John Espinosa." This will avoid arguments about the identity of the parents.
3. Names and birth dates of the children. Make sure the names and birthdates listed match any identification documents such as birth certificates, baptismal documents or school enrollment information. Include any variant spellings or nicknames that appear on such documents. This will avoid arguments about the identity of the children.
4. Who should the delegate be?
  - a. If the delegation is to a grandparent, brother or sister of the child, or to an aunt or uncle (a person who is a brother or sister of the mother or father of the child), the delegation can last up to three years or for as long as provided in the delegation. A parent can specify a longer or shorter time for the delegation.
  - b. If the delegation is NOT to a grandparent, brother or sister of the child, or to an aunt or uncle, *the delegation can only last six months*. This is true even if the delegate is a relative such as a cousin. It is true no matter how close to the children the delegate is. The six-month delegation may be renewed. It may be necessary to sign several delegations with effective dates every six months.
  - c. Only one delegate should be named. The law does not provide for co-delegates. For example if the plan is that children will live with grandparents, only one grandparent should be designated as the delegate not both grandparents.

- d. It is best if the delegate is an Idaho resident who plans to reside in Idaho. If not, the delegation is still good, but additional documents may be required in the state of the delegate's/children's planned residence.
  - e. Make sure the name of the delegate matches any identification documents such as passports and/or drivers' licenses. Include any variant spellings or nicknames that appear on such documents. This will avoid arguments about the identity of the delegate.
5. What can the delegate do? In addition to caring for the child, a Parenting Delegate should be able to enroll a child in school and obtain school records, and consent to medical care and obtain medical and health records. The delegate may obtain access to, and manage funds available to, the child. For example, a delegate could apply for government benefits on behalf of a child.
  6. Travelling out of the country with the child.
    - a. A parent may limit a delegate's ability to travel out of the country with the child.
    - b. If the delegate plans to travel out of the country with the child, the child will need a passport. The delegation document does not take the place of a passport.
    - c. This Delegation of Parental Powers is authorized under Idaho law. It may not be considered valid in another country. The delegate may desire to look into the law of the other country before travelling there with the child using this delegation.
  7. Effectiveness of the Parenting Delegation. Consider when the Parenting Delegation is effective. You can sign several Parenting Delegations to cover every six months for the next several years so that you can be sure that there is a signed parenting delegation that will be effective if you are taken into detention in 8 months or 13 months from now. If you choose to create several parenting delegations to cover the next 2 or 3 years, start the first one on the same date as your signature; make the next document effective six months from the date of your signature; make the next document effective six months from the effective date of the second document, etc.
  8. Signature(s) of Parents and date. The parent(s) should sign their full name as listed on IDs and at the top of the delegation. Put the date on which you are signing the document.
  9. Notarization: **The Parenting Delegation must be notarized.** Notarization may help avoid problems over whether the document is valid and whether the parent, child, or delegate is the right person named in the document. Notarization may be particularly important if the delegate plans to travel outside the U.S. with the children.
  10. If the parents know the child's school and health care providers, the parent may want to contact them and sign the school or doctor's form allowing the Delegate to have access to records and, in the case of medical issues, consent to treatment. If the parent can complete these additional steps, they will help things go more smoothly for the Delegate.

**PODER NOTARIAL PARA DELEGAR LA PATRIA POTESTAD**

\_\_\_\_\_, padre/madre o tutor  
(Nombre completo del padre o la madre (pueden ser ambos) o el tutor)  
del menor (menores)

\_\_\_\_\_, nacido el \_\_\_\_\_  
[Nombre completo y fecha de nacimiento]

\_\_\_\_\_, nacido el \_\_\_\_\_  
[Nombre completo y fecha de nacimiento]

\_\_\_\_\_, nacido el \_\_\_\_\_  
[Nombre completo y fecha de nacimiento]

de conformidad con el Código de Idaho, sección 15-5-104, delega la patria potestad a favor de

\_\_\_\_\_, con domicilio en \_\_\_\_\_  
(Nombre completo del apoderado) (Domicilio completo del apoderado)

[ ] El apoderado mencionado anteriormente es [ ] abuelo/a, [ ] hermano/a de los padres, o [ ] hermano mayor de los menores mencionados anteriormente. El presente poder tendrá plena validez por un lapso de [ ] tres (3) años, a menos que se realice una revocación antes de tiempo; O [ ] a partir de \_\_\_\_\_ hasta \_\_\_\_\_ a menos que se realice una revocación antes de tiempo.

[ ] El apoderado mencionado anteriormente NO es abuelo/a, hermano/a de los padres, hermano mayor de los menores mencionados anteriormente. El presente poder tendrá plena validez por un lapso de seis (6) meses, a menos que se realice una revocación antes de tiempo.

El poder incluye las facultades de cuidado, custodia y propiedad del menor o los menores, excepto la facultad para dar el consentimiento de que el menor contraiga matrimonio o sea dado en adopción.

Mediante este poder otorgo mi expresa autorización para que el poderdante pueda viajar fuera de los Estados Unidos acompañado de mi hijo/s menores de edad.

[ ] Sí [ ] No

El poder surte efectos [ ] de inmediato, [ ] a partir de esta fecha \_\_\_\_\_.

\_\_\_\_\_  
(Firma del padre o tutor)

\_\_\_\_\_  
(Firma de la madre o tutor)

\_\_\_\_\_  
(Fecha de la firma)

**Opcional Firma de Notario Público**

ESTADO DE IDAHO )  
: ss.

Condado de \_\_\_\_\_)

En este día \_\_\_\_\_ del mes, del año 20\_\_\_\_, ante mí, el Notario Público, compareció personalmente \_\_\_\_\_ persona cuyo nombre está suscrito en el instrumento anterior, y reconoció ante mí que lo ejecutó el mismo. DOY FE, he puesto mi firma y sello el día y el año como se ha escrito anteriormente.

\_\_\_\_\_  
Notario Público de Idaho  
Con domicilio en: \_\_\_\_\_  
Comisión expira: \_\_\_\_\_

## Instrucciones: Poder notarial para delegar la custodia temporal de un menor

1. Este poder debe estar redactado en idioma inglés, ya que este será utilizado en escuelas, hospitales, dependencias de gobierno y organizaciones en Estados Unidos, la traducción al español es para facilitar la comprensión del documento. Sin embargo, el poder elaborado en inglés deberá estar debidamente llenado y firmado.
2. Nombre de padre/madre o tutor
  - a. Preferiblemente ambos padres deberán otorgar la autorización de la custodia temporal del menor. Ambos padres pueden firmar el mismo documento o cada uno (padre/madre) puede realizar el poder por separado. Si ambos padres otorgan el poder a la misma persona, esta podrá desempeñar mejor y más claramente las facultades designadas.
  - b. Es aceptable que únicamente el padre o la madre firmen el poder, si esto sucede ya sea porque el otro padre no está disponible o no está involucrado en la vida del menor, el poder tendrá la misma validez como si ambos padres hubieran firmado.  
Si solamente uno de los padres firma el documento, porque el otro padre no está de acuerdo o no interviene en las decisiones familiares, el poder con la firma de sólo un padre tendrá validez para que el apoderado tome las decisiones de tutor, en cuestiones de emergencia, obtención de documentos e información importante del menor. El padre que firma el poder no puede delegar la custodia o patria potestad que no le corresponde, ejemplo: si por orden de un Juez los padres comparten la patria potestad 50/50 del menor, el padre que firma el documento únicamente delega las facultades que le corresponden de la custodia, el padre que no firma puede prohibir decisiones que el poderdante haya realizado.
  - c. Asegúrese que el nombre de los padres que firman el poder estén escritos exactamente igual que en las identificaciones oficiales (licencias de conducir, pasaportes, matrículas consulares, etc.). Incluya las diferencias ortográficas o sobrenombres que puedan tener las identificaciones, por ejemplo: “Juan Espinosa, también conocido como Jhon Espinosa”. Esto evitará complicaciones acerca de la identidad de los padres.
3. Nombre y fechas de nacimiento de los hijos. Asegúrese de que los nombres y fechas de nacimiento de los menores coincidan con las identificaciones, acta de nacimiento, fe de bautismo, documentos escolares. Incluya las diferencias ortográficas o sobrenombres que puedan tener. Esto evitará complicaciones acerca de la identidad de los menores.
4. ¿Quién deberá ser el apoderado?
  - a. Si se apodera a un abuelo/abuela, hermano mayor de edad del niño, tío/tía (hermanos de los padres) de su hijo, el poder se puede otorgar hasta por 3 años, los padres podrán especificar la duración del documento.
  - b. Si se apodera a persona distinta a un abuelo/abuela, hermano mayor de edad del niño, tío/tía (hermanos de los padres) de su hijo, el documento solo tendrá una vigencia de 6 meses sin importar si se trata un primo o la cercanía que su hijo tenga con el apoderado. El documento puede renovarse concluidos los 6 meses, y será necesario realizar poderes adicionales que surtan efecto cada 6 meses.
  - c. Únicamente podrá designar a un apoderado, la ley de Idaho no estipula a dos o más apoderados. Por ejemplo: si su hijo va a vivir con los abuelos, solo otorgue el poder a uno, no a los dos.
  - d. Lo más recomendable es que el apoderado sea residente de Idaho y tenga planeado vivir en Idaho por un largo tiempo. Si no, aunque el poder continuaría teniendo validez en otro estado, es posible que la ley de ese otro estado donde vayan a residir solicite documentación adicional.
  - e. Asegúrese que el nombre del apoderado esté escrito exactamente igual que en las identificaciones oficiales (licencias de conducir, pasaportes). Incluya las diferencias ortográficas o sobrenombres que puedan tener las identificaciones, Esto evitará complicaciones acerca de la identidad del apoderado.



5. ¿Qué facultades tendrá el apoderado? Adicionales al cuidado del menor, el apoderado podrá inscribir a su hijo a la escuela, obtener expedientes escolares y médicos, dar el consentimiento para el cuidado y atención médica. El apoderado podrá tener acceso a la administración económica del menor, por ejemplo: podrá solicitar a favor de sus hijos beneficios del gobierno.
6. Viajar fuera del país con el menor
  - a. El padre tiene la facultad para limitar la autorización para que le menor salga del país.
  - b. Si el poderdante planea viajar fuera el país con el menor, su hijo necesitará tener un pasaporte. El poder notarial no sule al pasaporte.
  - c. Este poder notarial está elaborado de conformidad con las leyes de Idaho. Es posible que no sea válido en otro país. El apoderado deberá verificar en el país que desea viajar si el poder notarial es válido o serán necesarios otros documentos complementarios.

7. Duración del poder notarial para delegar la custodia temporal

Considere cuanto tiempo tendrá de validez el poder notarial. Usted puede firmar varios poderes notariales con temporalidad de 6 meses por los siguientes años, para que usted se asegure que en dado caso de una detención que puede durar de 8 a 13 meses exista un poder notarial vigente. Si usted decide elaborar poderes que abarquen un periodo de 2 o 3 años, el primer poder deberá empezar el mismo día que firma el documento, realice el segundo 6 meses después de la firma, realice el tercero a partir de la fecha en que vence el segundo poder y así sucesivamente.

8. Firma de los padres y fecha. El padre(s) deberá firmar y escribir el nombre igual que como están las identificaciones oficiales. La fecha deberá ser el día que firma el documento.
9. Notario público. De conformidad con las leyes de Idaho no es necesario que el poder cuente con o firma de un notario. Aunque, la firma del notario podrán ayudar a evitar problemas con respecto a la validez del documento, en especial la firma del notario público es de gran importancia al momento de querer viajar con el menor fuera de los Estados Unidos, se recomienda totalmente que el poder contenga la firma de un notario público.
10. Es recomendable que los padres contacten a la escuela y al médico del menor para informarles que en su ausencia existe una persona autorizada para solicitar los expedientes escolares y médicos. Si los padres realizan estas gestiones será más fácil para el apoderado hacerse cargo del menor.

# Illinois

## ILLINOIS

### Sec. 11-5.4. Short-term guardian.

(a) A parent, adoptive parent, or adjudicated parent whose parental rights have not been terminated, or the guardian of the person of a minor may appoint in writing, without court approval, a short-term guardian of an unmarried minor or a child likely to be born. The written instrument appointing a short-term guardian shall be dated and shall identify the appointing parent or guardian, the minor, and the person appointed to be the short-term guardian. The written instrument shall be signed by, or at the direction of, the appointing parent in the presence of at least 2 credible witnesses at least 18 years of age, neither of whom is the person appointed as the short-term guardian. The person appointed as the short-term guardian shall also sign the written instrument, but need not sign at the same time as the appointing parent.

(b) A parent or guardian shall not appoint a short-term guardian of a minor if the minor has another living parent, adoptive parent or adjudicated parent, whose parental rights have not been terminated, whose whereabouts are known, and who is willing and able to make and carry out day-to-day child care decisions concerning the minor, unless the nonappointing parent consents to the appointment by signing the written instrument of appointment.

(c) The appointment of the short-term guardian is effective immediately upon the date the written instrument is executed, unless the written instrument provides for the appointment to become effective upon a later specified date or event. Except as provided in subsection (e-5) or (e-10) of this Section, the short-term guardian shall have authority to act as guardian of the minor as provided in Section 11-13.2 for a period of 365 days from the date the appointment is effective, unless the written instrument provides for the appointment to terminate upon a different specified date or event as permitted by this Section. Only one written instrument appointing a short-term guardian may be in force at any given time.

(d) Every appointment of a short-term guardian may be amended or revoked by the appointing parent or by the appointing guardian of the person of the minor at any time and in any manner communicated to the short-term guardian or to any other person. Any person other than the short-term guardian to whom a revocation or amendment is communicated or delivered shall make all reasonable efforts to inform the short-term guardian of that fact as promptly as possible.

(d-5) Except as provided in subsection (e-5) or (e-10), a short-term guardian appointed as the result of an administrative separation may renew a short-term guardianship for an additional 365 days from the date the initial appointment expires if the administrative separation is still in effect, unless the written instrument provides for the appointment to terminate upon a different date or event as permitted by this Section.

(e) The appointment of a short-term guardian or successor short-term guardian does not affect the rights of the other parent in the minor. The short-term guardian appointment does not constitute consent for court appointment of a guardian.

(e-5) Any time after the appointment of a temporary custodian under Section 2-10, 3-12, 4-9, 5-410, or 5-501 of the Juvenile Court Act of 1987, and after notice to all parties, including the short-term guardian, as required by the Juvenile Court Act of 1987, a court may vacate any short-term guardianship for the minor appointed under this Section, provided the vacation is consistent with the minor's best interests as determined using the factors listed in paragraph (4.05) of Section 1-3 of the Juvenile Court Act of 1987.

(e-10) A parent or guardian who is a member of the Armed Forces of the United States, including any reserve component thereof, or the commissioned corps of the National Oceanic and Atmospheric Administration or the Public Health Service of the United States Department of Health and Human Services detailed by proper authority for duty with the Armed Forces of the United States, or who is required to enter or serve in the active military service of the United States under a call or order of the President of the United States or to serve on State active duty, may appoint a short-term guardian for a period of longer than 365 days if on active duty service. The writing appointing the short-term guardian under this subsection shall include the dates of the parent's or guardian's active duty service, and the appointment may not exceed the term of active duty plus 30 days.

(f) The written instrument appointing a short-term guardian may, but need not, be in the following form:

#### APPOINTMENT OF SHORT-TERM GUARDIAN

[IT IS IMPORTANT TO READ THE FOLLOWING INSTRUCTIONS:

By properly completing this form, a parent or the guardian of the person of the child is appointing a guardian of a child of the parent (or a minor ward of

the guardian, as the case may be) for a period of up to 365 days. A separate form should be completed for each child. The person appointed as the guardian must sign the form, but need not do so at the same time as the parent or parents or guardian.

If you are a parent or guardian who is a member of the Armed Forces of the United States, including any reserve component thereof, or the commissioned corps of the National Oceanic and Atmospheric Administration or the Public Health Service of the United States Department of Health and Human Services detailed by proper authority for duty with the Armed Forces of the United States, or who is required to enter or serve in the active military service of the United States under a call or order of the President of the United States or to serve on State active duty, you may appoint a short-term guardian for your child for the period of your active duty service plus 30 days. When executing this form, include the date your active duty service is scheduled to begin in part 3 and the date your active duty service is scheduled to end in part 4.

This form may not be used to appoint a guardian if there is a guardian already appointed for the child, except that if a guardian of the person of the child has been appointed, that guardian may use this form to appoint a short-term guardian. Both living parents of a child may together appoint a guardian of the child, or the guardian of the person of the child may appoint a guardian of the child, for a period of up to 365 days through the use of this form. If the short-term guardian is appointed by both living parents of the child, the parents need not sign the form at the same time.]

1. Parent (or guardian) and Child. I, (insert name

of appointing parent or guardian), currently residing at (insert address of appointing parent or guardian), am a parent (or the guardian of the person) of the following child (or of a child likely to be born): (insert name and date of birth of child, or insert the words "not yet born" to appoint a short-term guardian for a child likely to be born and the child's expected date of birth).

2. Guardian. I hereby appoint the following person

as the short-term guardian for the child: (insert name and address of appointed person).

3. Effective date. This appointment becomes

effective: (check one if you wish it to be applicable)

( ) On the date that I state in writing that I am

no longer either willing or able to make and carry out day-to-day child care decisions concerning the child.

On the date that a physician familiar with my condition certifies in writing that I am no longer willing or able to make and carry out day-to-day child care decisions concerning the child.

On the date that I am admitted as an in-patient to a hospital or other health care institution.

On the following date: (insert date).

On the date my active duty service begins: (insert date).

Upon an administrative separation, as defined in Section 11-1.

Other: (insert other).

[NOTE: If this item is not completed, the appointment is effective immediately upon the date the form is signed and dated below.]

4. Termination. This appointment shall terminate 365

days after the effective date, unless it terminates as determined by the event or date I have indicated below: (check one if you wish it to be applicable)

On the date that I state in writing that I am willing and able to make and carry out day-to-day child care decisions concerning the child, but not more than 365 days after the effective date.

On the date that a physician familiar with my condition certifies in writing that I am willing and able to make and carry out day-to-day child care decisions concerning the child, but not more than 365 days after the effective date.

On the date that I am discharged from the hospital or other health care institution where I was admitted as an in-patient, which established the effective date, but not more than 365 days after the effective date.

On the date which is (state a number of days, but no more than 365 days) days after the effective date.

( ) On the date no more than 30 days after my active duty service is scheduled to end: (insert date active duty service is scheduled to end).

( ) In the event the administrative separation, as defined in Section 11-1, has been resolved.

( ) Other: (insert other).

[NOTE: If this item is not completed, the appointment will be effective for a period of 365 days, beginning on the effective date.]

5. Date and signature of appointing parent or

guardian. This appointment is made this (insert day) day of (insert month and year).

Signed: (appointing parent)

6. Witnesses. I saw the parent (or the guardian of

the person of the child) sign this instrument or I saw the parent (or the guardian of the person of the child) direct someone to sign this instrument for the parent (or the guardian). Then I signed this instrument as a witness in the presence of the parent (or the guardian). I am not appointed in this instrument to act as the short-term guardian for the child. (Insert space for names, addresses, and signatures of 2 witnesses)

7. Acceptance of short-term guardian. I accept this

appointment as short-term guardian on this (insert day) day of (insert month and year).

Signed: (short-term guardian)

8. Consent of child's other parent. I, (insert name

of the child's other living parent), currently residing at (insert address of child's other living parent), hereby consent to this appointment on this (insert day) day of (insert month and year).

Signed: (consenting parent)

[NOTE: The signature of a consenting parent is not necessary if one of the following applies: (i) the child's other parent has died; or (ii) the whereabouts of the child's other parent are not known; or (iii) the child's other parent is not willing or able to make and carry out day-to-day child care decisions concerning the child; or (iv) the child's parents were never married and no court has issued an order establishing parentage.]

**APPOINTMENT OF SHORT-TERM GUARDIAN**  
755 ILCS 5/11-5.4

**It is important to read the following instructions:**

By properly completing this form, a parent or the guardian of the person of the child is appointing a guardian of a child of the parent (or a minor ward of the guardian, as the case may be) for a period of up to 365 days. A separate form should be completed for each child. The person appointed as the guardian must sign the form, but need not do so at the same time as the parent or parents.

If you are a parent or guardian who is a member of the Armed Forces of the United States, including any reserve component thereof, or the commissioned corps of the National Oceanic and Atmospheric Administration or the Public Health Service of the United States Department of Health and Human Services detailed by proper authority for duty with the Armed Forces of the United States, or who is required to enter or serve in the active military service of the United States under a call or order of the President of the United States or to serve on State active duty, you may appoint a short-term guardian for your child for the period of your active duty service plus 30 days. When executing this form, include the date your active duty service is scheduled to begin in part 3 and the date your active duty service is scheduled to end in part 4.

This form may not be used to appoint a guardian if there is a guardian already appointed for the child, except that if a guardian of the person of the child has been appointed, that guardian may use this form to appoint a short-term guardian. Both living parents of a child may together appoint a guardian of the child, or the guardian of the person of the child may appoint a guardian of the child, for a period of up to 365 days through the use of this form. If the short-term guardian is appointed by both living parents of the child, the parents need not sign the form at the same time.

1. Parent (or guardian) and Child. I, \_\_\_\_\_,  
currently residing at \_\_\_\_\_,  
am a parent (or the guardian of the person) of the following child (or of a child likely to be born): \_\_\_\_\_.
  
2. Guardian. I hereby appoint the following person as the short-term guardian for my child:  
(include name and address) \_\_\_\_\_  
\_\_\_\_\_.



3. Effective date. This appointment becomes effective: (Check one if you wish it to be applicable)

- On the date that I date in writing that I am no longer either willing or able to make and carry out day- to-day child care decisions concerning the child.
- On the date that a physician familiar with my condition certifies in writing that I am no longer willing or able to make and carry out day- to day child care decisions concerning the child.
- On the date that I am admitted as an in-patient to a hospital or other health care institution.
- On the following date: \_\_\_\_\_.
- On the date my active duty service begins: \_\_\_\_\_.
- Other: \_\_\_\_\_.

(Note: If this item is not completed, the appointment is effective immediately upon the date the form is signed and dated below.)

4. Termination. This appointment shall terminate 365 days after the effective date, unless it terminates sooner as determined by the event or date I have indicated below: (check one if you wish it to be applicable).

- On the date that I state in writing that I am willing and able to make and carry out day-to-day child care decisions concerning the child, but not more than 365 days after the effective date.
- On the date that a physician familiar with my condition certifies in writing that I am willing and able to make and carry out day-to-day child care decisions concerning the child, but not more than 365 days after the effective date.
- On the date that I am discharged from the hospital or other health care institution where I was admitted as an in-patient, which established the effective date, but not more than 365 days after the effective date.
- On the date which is \_\_\_\_\_ days after the effective date. (may not exceed 365 days).
- On the date no more than 30 days after my active duty service is scheduled to end (insert date active duty service is scheduled to end): \_\_\_\_\_.
- Other: \_\_\_\_\_.

**(Note: If this item is not completed, the appointment will be effective for a period of 365 days, beginning on the effective date.)**

5. Date and signature of appointing parent or guardian.

This appointment is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed \_\_\_\_\_

\_\_\_\_\_  
(Appointing parent(s) or guardian)

6. Witnesses. I saw the parent (or the guardian of the person of the child) sign this instrument or I saw the parent (or the guardian of the person of the child) direct someone to sign this instrument for the parent (or the guardian). Then I signed this instrument as a witness in the presence of the parent (or the guardian). I am not appointed in this instrument to act as the short-term guardian for the parent's child.

Witness \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Witness \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

7. Acceptance of short-term guardian.

I accept this appointment as short-term guardian on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed \_\_\_\_\_  
(Short-term guardian)

8. Consent of child's other parent. I, \_\_\_\_\_,  
currently residing at \_\_\_\_\_,  
hereby consent to this appointment on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed \_\_\_\_\_  
(Consenting parent)

(Note: the signature of a consenting parent is not necessary if one of the following applies: (i) the child's other parent has died; or (ii) the whereabouts of the child's other parent are not known; or (iii) the child's other parent is not willing or able to make and carry out day-to-day child care decisions concerning the child; or (iv) the child's parents were never married and no court order has issued an order establishing parentage.)

(Source: P.A. 95-568, eff. 6-1-08)

755 ILCS 5/11 - 13.2 Duties of a short term guardian of a minor.

(a) Immediately upon the effective date of the appointment of a short-term guardian, the short-term guardian of the minor shall assume all duties as short-term guardian of the minor as provided in this Section. The short-term guardian of the person shall have authority to act as short-term guardian, without direction of court, for the duration of the appointment, which in no case shall exceed a period of 365 days. The authority of the short-term guardian may be limited or terminated by a court of competent jurisdiction.

(b) Unless further specifically limited by the short-term guardian, a short-term guardian shall have the authority to act as guardian of the person of a minor as prescribed in Section 11-13, but shall not have any authority to act as guardian of the estate of a minor, except that a short-term guardian shall have the authority to apply for and receive on behalf of the minor benefits to which the child may be entitled from or under federal, State, or local organizations or programs.

**NOMBRAMIENTO DE TUTOR DE CORTO PLAZO**  
755 ILCS 5/11-5.4

**Es importante que lea las instrucciones siguientes:**

Al llenar este formulario correctamente, un padre o el tutor de la persona de un menor está nombrando a un tutor del menor por el padre (o la tutela del menor del tutor, según pueda ser el caso) por un periodo máximo de 365 días. Se debe llenar un formulario por separado por cada menor. La persona nombrada como tutor debe firmar el formulario, pero no es necesario que se haga al mismo tiempo que el padre/madre o los padres.

Si usted es un padre o tutor, miembro de las Fuerzas Armadas de los Estados Unidos, incluyendo cualquier componente de reserva del mismo, o el cuerpo encargado de la Administración Nacional Oceánica y Atmosférica o el Servicio de Salud Pública del Departamento de Salud de los Estados Unidos y Servicios Humanos detallados por autoridad apropiada para el deber con las Fuerzas Armadas de los Estados Unidos, o que se requiere para entrar o servir en el servicio militar activo de los Estados Unidos bajo una llamada u orden del Presidente de los Estados Unidos o para servir en Estado de servicio activo, puede nombrar un tutor a corto plazo para su hijo durante el período de su servicio activo más 30 días. Al ejecutar este formulario, incluya la fecha en que su servicio de servicio activo está programado para comenzar en la parte 3 y la fecha en que su servicio de servicio activo está programado para terminar en la parte 4.

Este formulario no puede ser utilizado para nombrar a un tutor si ya existe un tutor nombrado para el menor, excepto si el tutor de la persona del menor ha sido nombrado, dicho tutor puede utilizar este formulario para nombra a un tutor de corto plazo. Ambos padres de un menor pueden juntos nombrar a un tutor del menor, o el tutor de la persona del menor puede nombrar a un tutor del menor, por un periodo máximo de 365 días a través del uso de este formulario. Si el tutor de corto plazo es nombrado por ambos padres del menor, los padres no necesitan firmar el formulario al mismo tiempo.

1. Padre (o tutor) y menor. Yo, \_\_\_\_\_,  
actualmente residiendo en \_\_\_\_\_,  
soy el padre/madre (o el tutor de la persona) del siguiente menor (o de un menor posiblemente a nacer): \_\_\_\_\_.
2. Tutor. Por medio de la presente nombro a la siguiente persona como el tutor de corto plazo de mi hijo(a): (incluya nombre y dirección) \_\_\_\_\_  
\_\_\_\_\_.

3. Fecha efectiva. El nombramiento es efectivo a partir de: (marque uno si desea que esto aplique)
- En la fecha que yo pongo por escrito que yo ya no quiera o pueda hacer y llevar a cabo decisiones de cuidados diarios pertinentes al menor.
  - En la fecha que un médico familiar con mi condición certifique por escrito que yo ya no quiera o pueda hacer y llevar a cabo decisiones de cuidado diarios pertinentes al menor.
  - En la fecha que yo sea internado(a) como paciente al hospital u a otra institución de cuidados de salud.
  - En la siguiente fecha: \_\_\_\_\_
  - En la fecha en que comienza mi servicio activo: \_\_\_\_\_.
  - Otro: \_\_\_\_\_.

(Nota: Si esta sección no es completada, el nombramiento es efectivo inmediatamente en la fecha en que el formulario es firmado abajo.)

4. Vencimiento. Este nombramiento se vence 365 días después de la fecha efectiva, a menos que venza más pronto por el evento o fecha que yo he indicado abajo: (marque uno si desea que este sea aplicable).
- En la fecha que indique por escrito que yo quiero y puedo hacer y llevar a cabo decisiones para el cuidado diario del menor, pero no más de 365 días después de la fecha de vigencia.
  - En la fecha en que un médico familiar con mi condición certifique por escrito que yo quiera y pueda hacer y llevar a cabo decisiones de cuidado diario pertinentes al menor, pero no más de 365 días después de la fecha de vigencia.
  - En la fecha en que se me dé de alta del hospital u otra institución de cuidados de salud donde haya sido internado(a) como paciente, lo cual estableció la fecha efectiva, pero no más de 365 días después de la fecha de vigencia.
  - En la fecha que sea \_\_\_\_\_ días después de la fecha efectiva. (no puede sobrepasar 365 días).
  - En la fecha no más de 30 días después de que mi servicio activo está programado a terminar: (insertar fecha de cuando el servicio activo está programado a terminar).  
\_\_\_\_\_
  - Otro: \_\_\_\_\_.

**(Nota: Si esta sección no es completada, el nombramiento será efectivo por un periodo de 365 días, comenzando en la fecha efectiva.)**

5. Fecha y firma del padre o tutor que otorga el nombramiento.

Este nombramiento se efectúa el \_\_\_\_ día de \_\_\_\_\_, 20 \_\_\_\_.

Firmado \_\_\_\_\_

\_\_\_\_\_  
Padre/madre o tutor que otorga nombramiento

6. Testigos. Observé al padre/madre (o al tutor de la persona del menor) firmar este documento o vi al padre/madre (o al tutor de la persona del menor) pedir a alguien que firmara este documento por el padre/madre (o tutor). Luego firmé este documento como un(a) testigo en presencia del padre/madre (o tutor). Yo no soy nombrado en este documento para actuar como tutor de corto plazo por los padres del menor.

Testigo \_\_\_\_\_  
(Firma)

\_\_\_\_\_  
(Nombre)

\_\_\_\_\_  
(Dirección)

Testigo \_\_\_\_\_  
(Firma)

\_\_\_\_\_  
(Nombre)

\_\_\_\_\_  
(Dirección)

7. Aceptación del tutor de corto plazo.

Acepto este nombramiento como tutor de corto plazo en este \_\_\_\_ día de \_\_\_\_\_, 20 \_\_\_\_.

Firmado \_\_\_\_\_  
(Tutor corto plazo)

8. Consentimiento del otro padre del menor. Yo, \_\_\_\_\_,  
actualmente residiendo en \_\_\_\_\_,  
por medio de la presente consiento a este nombramiento en este \_\_\_\_\_ día  
de \_\_\_\_\_, 20\_\_\_\_\_.

Firmado \_\_\_\_\_  
(Padre que otorga consentimiento)

(Nota: La firma de un padre que otorga consentimiento no es necesaria si uno de lo siguiente aplica: (i) si el otro padre del menor ha fallecido; o (ii) se desconoce el paradero del otro padre del menor; o (iii) el otro padre del menor no quiere o puede hacer y llevar a cabo las decisiones de cuidados diarios pertinentes al menor; o (iv) los padres del menor nunca estuvieron casados y ningún tribunal ha emitido una orden estableciendo parentesco.)

(Fuente: P.A. 95-568, eff. 6-1-08)

755 ILCS 5/11 - 13.2 Deberes de un tutor de corto plazo de un menor.

(a) Inmediatamente después de la fecha de vigencia del nombramiento de un tutor a corto plazo, dicho tutor a corto plazo del menor asumirá todos los deberes como el tutor de corto plazo del menor tal definido en esta Sección. El tutor de corto plazo de la persona tendrá la autoridad para actuar como el tutor de corto plazo, sin la dirección de tribunal, para la duración nombramiento, que bajo ninguna circunstancia excederá un período de 365 días. La autoridad del tutor de corto plazo puede ser limitada o terminada por una corte de adecuada jurisdicción.

(b) A no ser que explícitamente limitado por el tutor de corto plazo, un tutor de corto plazo tendrá la autoridad para actuar como el tutor de la persona de un menor como definido en la Sección 11-13, pero no tendrá ninguna autoridad para actuar como el tutor del patrimonio de un menor, pero un tutor de corto plazo tendrá la autoridad para solicitar y recibir beneficios a cuales el niño pueda tener derecho bajo programas de organizaciones federales, estatales, o locales.

# Indiana



## INDIANA

### **IC 29-3-9-1 Delegation of powers by executed power of attorney; limitations**

Sec. 1. (a) As used in this section, "department" means the department of child services established by [IC 31-25-1-1](#).

(b) As used in this section and except as otherwise provided in this section, "foster care" has the meaning set forth in [IC 31-9-2-46.7](#).

(c) Except as provided in subsections (d) and (h), by a properly executed power of attorney, a parent of a minor or a guardian (other than a temporary guardian) of a protected person may delegate to another person for:

(1) any period during which the care and custody of the minor or protected person is entrusted to an institution furnishing care, custody, education, or training; or

(2) a period not exceeding twelve (12) months;

any powers regarding health care, support, custody, or property of the minor or protected person. A delegation described in this subsection is effective immediately unless otherwise stated in the power of attorney.

(d) A parent of a minor or a guardian of a protected person may not delegate under subsection (c) the power to:

(1) consent to the marriage or adoption of a protected person who is a minor; or

(2) petition the court to request the authority to petition for dissolution of marriage, legal separation, or annulment of marriage on behalf of a protected person as provided under section 12.2 of this chapter.

(e) Subject to [IC 30-5-5-16](#), a person having a power of attorney executed under subsection (c) has and shall exercise, for the period during which the power is effective, all other authority of the parent or guardian respecting the health care, support, custody, or property of the minor or protected person except any authority expressly excluded in the written instrument delegating the power. The parent or guardian remains responsible for any act or omission of the person having the power of attorney with respect to the affairs, property, and person of the minor or protected person as though the power of attorney had never been executed.

(f) A delegation of powers executed under subsection (c) does not, as a result of the execution of the power of attorney, subject any of the parties to any laws, rules, or regulations concerning the licensing or regulation of foster family homes, child placing agencies, or child caring institutions under [IC 31-27](#).

(g) Any child who is the subject of a power of attorney executed under subsection (c) is not considered to be placed in foster care. The parties to a power of attorney executed under subsection (c), including a child, a protected person, a parent or guardian of a child or protected person, or an attorney-in-fact, are not, as a result of the execution of the power of attorney, subject to any foster care requirements or foster care licensing regulations.

(h) A foster family home licensed under [IC 31-27-4](#) may not provide overnight or regular and continuous care and supervision to a child who is the subject of a power of attorney executed under subsection (c) while providing care to a child placed in the home by the department or under a juvenile court order under a foster family home license. Upon request, the department may grant an exception to this subsection.

(i) A parent who:

(1) is a member in the:

(A) active or reserve component of the armed forces of the United States, including the Army, Navy, Air Force, Marine Corps, National Guard, or Coast Guard; or

(B) commissioned corps of the:

(i) National Oceanic and Atmospheric Administration; or

(ii) Public Health Service of the United States Department of Health and Human Services; detailed by proper authority for duty with the Army or Navy of the United States; or

(2) is required to:

(A) enter or serve in the active military service of the United States under a call or order of the President of the United States; or

(B) serve on state active duty;

may delegate the powers designated in subsection (c) for a period longer than twelve (12) months if the parent is on active duty service. However, the term of delegation may not exceed the term of active duty service plus thirty (30) days. The power of attorney must indicate that the parent is required to enter or serve in the active military service of the United States and include the estimated beginning and ending dates of the active duty service.

(j) Except as otherwise stated in the power of attorney delegating powers under this section, a delegation of powers under this section may be revoked at any time by a written instrument of revocation that:

(1) identifies the power of attorney revoked; and

(2) is signed by the:

- (A) parent of a minor; or
  - (B) guardian of a protected person;
- who executed the power of attorney.

### **IC 29-3-3-7 Standby guardians**

Sec. 7. (a) Subject to subsection (e), a parent of a minor or the guardian of a protected person may designate a standby guardian by making a written declaration naming the individual designated to serve as a standby guardian. A declarant may name an alternate to the designated standby guardian if the designated standby guardian is unable to serve, refuses to serve, renounces the appointment, dies, or becomes incapacitated after the death of the declarant.

(b) A declaration under this section must contain the following information:

- (1) The names of the declarant, the designated standby guardian, and the alternate standby guardian, if any.
- (2) The following information concerning each minor child or protected person for whom a standby guardian is designated by the declaration:
  - (A) The person's full name as it appears on the birth certificate or as ordered by a court.
  - (B) The person's date of birth.
- (3) A statement that the declaration becomes effective upon the death or incapacity of the declarant.
- (4) A statement that the declaration terminates ninety (90) days after becoming effective unless the standby guardian files a petition for a guardianship of the minor or protected person during that ninety (90) day period.

(c) A declaration executed under this section must be signed by the declarant in the presence of a notary public.

(d) A declaration executed under this section becomes effective upon the death or incapacity (as defined in [IC 29-3-1-7.5](#)) of the parent or guardian and terminates ninety (90) days after the declaration becomes effective. However, if the designated standby guardian files a petition for a guardianship of the minor or protected person during that ninety (90) day period, the declaration remains in effect until the court rules on the petition.

(e) A declaration executed under this section must be considered by, but is not binding upon, the department of child services, a probation department, or a juvenile court for purposes of determining the placement of a child who is the subject of:

- (1) an allegation of child abuse or neglect under [IC 31-33](#);
- (2) an open child in need of services case under [IC 31-34](#); or
- (3) an open delinquency case under [IC 31-37](#).

(f) A standby guardian shall have all the powers granted to a guardian under this article.

**CUSTODIAL STATEMENT AND AGREEMENT INSTRUCTIONS  
FOR SCHOOL CORPORATIONS, PARENTS, GUARDIANS, AND CUSTODIANS**

“Legal settlement” of a student refers to the student’s status with respect to the public school corporation that has the responsibility to permit the student to attend its local public schools without the payment of tuition. I.C. 20-18-2-11. In most cases, legal settlement is determined by where the student’s parent lives. I.C. 20-26-11-2. Due to a variety of family circumstances, some students may not have legal settlement where the parent, or custodial parent, resides.

Indiana Code 20-26-11-3 requires the State Superintendent of Public Instruction to prepare the form of agreement to be used when the legal settlement of the student is other than where the parent or custodial parent resides. **Form I: Custodial Statement and Agreement: Divorce, Separation, or Abandonment**; **Form II: Custodial Statement and Agreement: Third Party Custody**; and **Form III: Election to Attend School Where the Parents Are Divorced or Separated** have been prepared pursuant to I.C. 20-26-11-3. In completing these forms, the parent(s), guardian(s), custodian(s) or student(s) should be certain to fill in all requested information and identify the reason the form is being utilized. Persons signing the form are affirming, under penalty of perjury, the accuracy of the information provided. Persons with whom the student resides must agree to accept the responsibilities and liabilities of the parent with respect to dealing with the school. Should it be determined that false information has been provided, or the student is residing with an individual other than the parent primarily for the purpose of attending a particular school, the parent(s), guardian(s), custodian(s), or student(s) may be responsible for the payment of tuition.

**Form I: Custodial Statement and Agreement: Divorce, Separation, or Abandonment**  
I.C. 20-26-11-2(2)

**Form I** is utilized when the student is residing with a parent. Where the student’s mother and father are divorced or separated, the legal settlement of the student is the school corporation whose attendance area contains the residence of the parent with whom the student is living, in the following situations:

1. Where no court order has been made establishing the custody of the student.
2. Where both parents have agreed on the parent with whom the student will live, including the following situations:
  - a. There is no court order establishing custody.
  - b. There is a court order establishing custody, but the parents have agreed the student will live with the non-custodial parent.
  - c. The court order grants the parents joint custody. With joint physical custody, the student could establish legal settlement in either of the school districts in which his parents reside. In this situation, the parents can agree upon the parent with whom the student will reside for school attendance purposes. It is not required that the student reside with this parent 100% of the time.
3. Where the parent granted custody of the student has abandoned the student.

**Form I** is signed by both parents. If the student has been abandoned by the custodial parent, only one parent need sign the form.

**Form II: Custodial Statement and Agreement: Third-Party Custody**

I.C. 20-26-11-2(2), (3), or (5)

**Form II** is utilized when the student is residing with a person other than a parent. In the following circumstances, the legal settlement of the student is the attendance area of the person with whom the student is residing. **Form II** should be used in the following situations:

1. The student has been abandoned by the parent and left in the custody of another person.
2. The student is being supported by, cared for by, and living with some other person. (If the parents are able to support the student but placed the student in the home of another person, or permitted the student to live with another person, primarily for the purpose of attending school in that attendance area, the legal settlement of the student remains with the parent.)
3. The student's parents are living outside the United States due to educational pursuits or a job assignment; they maintain no permanent home in any school corporation in the United States; and they have placed the student in the home of another person.

Under typical situations, both the parent and the custodian or guardian with whom the student is residing are to sign **Form II**, verifying the accuracy of the information provided. However, there will be situations where the parent has effectively abandoned the child or cannot be located. Under such circumstances, signature of the parent is not necessary.

**Form III: Election to Attend School Where the Parents Are Divorced or Separated**

I.C. 20-26-11-2.5

**Form III** is utilized where the student's parents are divorced or separated but live in different public school corporations. The parent with physical custody (or the student, if the student is 18 years of age and competent) can make an election on an annual basis regarding which school corporation the student will attend: the one in which the parent with physical custody lives or the one in which the other parent lives. The election must be made not later than fourteen (14) days before the first student day of attendance. The election is good for one school year and must be renewed for any subsequent school years. The student is deemed to have legal settlement where the election is made. Transfer tuition cannot be charged. If no election is made, the student is deemed to have legal settlement in the school corporation where the parent with physical custody resides.

**Disputes Concerning Legal Settlement**

A school corporation must enroll a student who is presented for enrollment when the parent, guardian, or custodian claims the student has legal settlement within the school corporation. If the situation warrants, after enrolling the student, the school can initiate expulsion proceedings for lack of legal settlement, as permitted by I.C. 20-33-8-17. The student cannot be suspended from school for legal settlement purposes pending the outcome of the expulsion proceeding. The determination of the local expulsion examiner can be appealed to the Indiana State Board of Education. I.C. 20-26-11-15.

Additionally, or as an alternative to expulsion due to lack of legal settlement, either the school or the parent, guardian, or custodian of the student may request a hearing before the Indiana State Board of Education for a determination of the student's legal settlement or right to attend school.

If it is ultimately determined the student did not have legal settlement within the school corporation, the school may be entitled to recover tuition costs.

Appropriate utilization of **Form I**, **Form II**, or **Form III** may help to resolve such disputes. Although statute dictates the creation of these forms, neither statute nor the forms will be able to address every custodial situation that may arise. Any questions concerning **Form I**, **Form II**, **Form III** or any aspect of legal settlement should be directed to the Legal Section of the Indiana State Board of Education, (317) 232-2000.



**DECLARACIÓN DE CUSTODIA E INSTRUCCIONES PARA EL ACUERDO  
PARA CORPORACIONES EDUCATIVAS (ESCUELAS), PADRES, GUARDIANES Y CUSTODIOS**

"Arreglo legal de residencia" de un estudiante se refiere a la condición del estudiante con respecto a la corporación educativa pública que tiene la responsabilidad de permitir al estudiante asistir a sus escuelas públicas locales sin el pago de la matrícula. IC 20-18-2-11. En la mayoría de los casos, el arreglo legal de residencia se determina por el lugar donde los padres del estudiante viven. IC 20-26-11-2. Debido a la variedad de circunstancias familiares, algunos estudiantes pueden no tener el arreglo legal de residencia en el lugar que el padre, o el custodio reside.

El Código de Indiana 20-26-11-3 exige que el Superintendente de Instrucción Pública Estatal prepare la forma que se utilizará cuando el arreglo legal de residencia del estudiante es distinto de donde el padre, madre o padre custodio reside. **Forma I: Acuerdo y Declaración de Custodia: Divorcio, Separación o Abandono;** **Forma II: Acuerdo y Declaración de Custodia. Custodia de Terceros;** y **Forma III: Elección para asistir a la escuela cuando los padres que se encuentran divorciados o separados se han preparado de conformidad con IC 20-26-11-3.** Al completar estas formas, el padre(s), guardián(s), custodio(s) o estudiante(s) deben llenar toda la información solicitada y determinar la razón por la cual la forma está siendo utilizado. Las personas que firman la forma, están afirmando bajo pena de perjurio la exactitud y veracidad de la información suministrada. Personas con las que el estudiante reside deben estar de acuerdo en aceptar las obligaciones y responsabilidades de los padres en lo que respecta a hacer frente a la escuela. Si se determinara que la información que se ha presentado es falsa, o que el estudiante es esta residiendo con un individuo diferente al padre primario con el propósito de asistir a una escuela en particular, el padre (s), guardián(s), guardián(s), o estudiante(s) puede ser responsable del pago de la matrícula.

**Forma I: Acuerdo y Declaración de Custodia: Divorcio, Separación o Abandono**  
IC 20-26-11-2 (2)

**Forma I** se utiliza cuando el estudiante está residiendo con uno de sus padres. Cuando la madre y el padre del estudiante están divorciados o separados, el arreglo legal de residencia del estudiante se da en la corporación educativa (escuela) cuya área de asistencia contiene la residencia del padre con que el estudiante vive, en las siguientes situaciones:

1. En caso de que una corte no se haya pronunciado dando orden sobre la custodia del estudiante.
2. En caso de que ambos padres se hayan puesto de acuerdo con el padre que el estudiante va a vivir, incluyendo las siguientes situaciones:
  - a. No hay ninguna orden judicial que establece la custodia.
  - b. Hay una orden judicial que establece la custodia, pero los padres se han puesto de acuerdo para que el estudiante viva con el padre no custodio.
  - c. La orden de la corte concede a los padres la custodia compartida. Con la custodia física compartida, el estudiante podría establecer arreglo legal de residencia en cualquiera de los distritos escolares en los que residen sus padres. En esta situación, los padres pueden ponerse de acuerdo con quien el estudiante residirá para fines de asistencia a la escuela. No es necesario que el estudiante resida con este padre el 100% del tiempo.
3. Cuando el padre al cual se le ha concedido la custodia del estudiante ha abandonado al estudiante.

**La forma I** es firmada por ambos padres. Si el estudiante ha sido abandonado por el padre custodio, sólo uno de los padres necesita firmar la solicitud.



## **Forma II: Acuerdo y Declaración de Custodia. Custodia de Terceros.**

I.C. 20-26-11-2(2), (3),o (5)

**La Forma II** se utiliza cuando el estudiante esta residiendo con una persona diferente a uno de los padres. En las siguientes circunstancias, el arreglo legal de residencia del estudiante es el área de asistencia de la persona con quien el estudiante reside. **La Forma II** debe utilizarse en las siguientes situaciones:

1. El estudiante ha sido abandonado por el padre y ha sido dejado en la custodia de otra persona.
2. El estudiante esta recibiendo el apoyo de, al cuidado de, y viven con alguna otra persona. (Si los padres están en condiciones de apoyar al estudiante, pero el estudiante ha sido colocado en el hogar de otra persona, o han permitido al estudiante a vivir con otra persona fundamentalmente con el fin de asistir a la escuela en esa área, el arreglo legal de residencia del estudiante sigue siendo con los padres.)
3. Los padres del estudiante están viviendo por fuera de los Estados Unidos debido a aspiraciones educativas, asignación de empleo; ellos no mantienen residencia permanente en cualquier corporación educativa (escuela) en los Estados Unidos, y que han colocado al estudiante en el hogar de otra persona.

Bajo situaciones típicas, tanto el padre, custodio o tutor con el que el estudiante reside deben firmar. **Forma II**, verificar la exactitud de la información proporcionada. Sin embargo, habrá situaciones en las que el padre ha abandonado al niño o no puede ser localizado. En tales circunstancias, la firma del padre a cargo no es necesaria.

## **Forma III: Elección de asistir a la escuela cuando los padres están separados o divorciados**

IC 20-26-11-2.5

**La forma III** se utiliza cuando los padres del estudiante están separados o divorciados, pero viven en diferentes corporaciones educativas públicas (escuelas). El padre con la custodia física (o el estudiante, si el estudiante es de 18 años de edad y competente) puede hacer una elección respecto a la corporación educativa (escuela) que el estudiante asistirá sobre una base anual: la elección se debe hacer sobre el área en el cual el padre con custodia física reside o en la que el otro padre vive. La elección debe hacerse a más tardar catorce (14) días antes del primer día de asistencia del estudiante. La elección es válida por un año escolar y debe ser renovada para los posteriores años escolares. El estudiante debe cumplir el arreglo legal de residencia, donde la elección se hace. Transferencia de la matrícula no puede ser cargada. En caso de que no se haga la elección, el estudiante debe cumplir el arreglo legal de residencia en la corporación educativa (escuela) donde el padre con custodia física reside.

## **Controversias relacionadas con el arreglo legal de residencia**

Una corporación educativa (escuela) debe inscribir al estudiante que se presenta para su inscripción, cuando el padre, tutor o custodio reclame que el estudiante tiene arreglo legal de residencia dentro de la jurisdicción de la corporación educativa (escuela). Si la situación lo amerita, después de matricular a los estudiantes, la escuela puede iniciar un procedimiento de expulsión por falta de un arreglo legal de residencia, conforme a lo autorizado por la IC 20-33-8-17. El estudiante no puede ser suspendido de la escuela por propósitos relacionados con el arreglo legal de residencia en espera del resultado del procedimiento de expulsión. La determinación de expulsión del examinador local puede ser objeto de recurso de apelación bajo la Junta de Educación del Estado de Indiana. IC 20-26-11-15.

Además, o como una alternativa a la expulsión debido al arreglo legal de residencia, ya sea la escuela o los padres, tutores o custodio del estudiante podrá solicitar una audiencia ante la Junta de Educación del Estado de Indiana para la determinación del arreglo legal de residencia del estudiante o el derecho de este a asistir a la escuela.

Si, en definitiva, se determinó que el estudiante no tenía arreglo legal de residencia dentro de la corporación educativa (escuela), la escuela puede tener derecho a recuperar los gastos de matrícula.

Una utilización apropiada de las **Forma I, Formas II, Formas III** puede ayudar a resolver esas controversias. Aunque la ley exige la creación de estos formularios, ni el estatuto ni los formularios serán capaces de abordar cada situación de custodia que se puedan plantear. Cualquier pregunta relativa a las **Forma I, Formas II, Formas III** o cualquier aspecto del arreglo legal de residencia deben dirigirse a la Sección Jurídica del Consejo Educativo de Indiana, (317) 232-2000.

**ACUERDO Y DECLARACIÓN DE CUSTODIA  
CUSTODIA DE TERCEROS**

Este acuerdo es preparado por el Superintendente de Instrucción Pública Estatal como lo exige el IC 20-26-11-3.

**Información del Estudiante**

Nombre: (Apellido) \_\_\_\_\_ (Nombre) \_\_\_\_\_ (Segundo Nombre) \_\_\_\_\_  
(Calle) \_\_\_\_\_ (Ciudad) \_\_\_\_\_ (Estado) \_\_\_\_ (Código Postal) \_\_\_\_\_

Última Corporación Educativa(escuela) asistida: \_\_\_\_\_  
Corporación Educativa(escuela) actual: \_\_\_\_\_

Indique el motivo por el cual utiliza este formulario:

- \_\_\_\_\_ El estudiante ha sido abandonado.
- \_\_\_\_\_ Los padres no están en condiciones de apoyar al estudiante y el estudiante vive con el guardián o custodio, el cual esta cuidando y apoyando al estudiante. El estudiante no fue colocado con el guardián o custodio primordialmente con efecto de asistir a la escuela en la corporación educativa perteneciente ala residencia del guardián o custodio.
- \_\_\_\_\_ Los padres están viviendo por fuera de los Estados Unidos y no mantienen residencia en ninguna jurisdicción de las corporaciones educativas

**Información de los Padres**

Nombre: (Apellido) \_\_\_\_\_ (Nombre) \_\_\_\_\_ (Segundo Nombre) \_\_\_\_\_  
(Calle) \_\_\_\_\_ (Ciudad) \_\_\_\_\_ (Estado) \_\_\_\_ (Código Postal) \_\_\_\_\_

**Información del Guardián o Custodio**

Nombre: (Apellido) \_\_\_\_\_ (Nombre) \_\_\_\_\_ (Segundo Nombre) \_\_\_\_\_  
(Calle) \_\_\_\_\_ (Ciudad) \_\_\_\_\_ (Estado) \_\_\_\_ (Código Postal) \_\_\_\_\_

\_\_\_\_\_ acepta asumir todos los responsabilidades y obligaciones financieras Padres  
(Persona con quien el estudiante va a vivir)

del \_\_\_\_\_ con respecto a la interacción con la Corporación Educativa y todos los demás fines  
(Estudiante)

En virtud del Código de Indiana 20-26. Este acuerdo es vinculante a partir de la fecha en que fue firmado hasta que se de por terminado por cualquiera de los padres por escrito.

**Yo afirmo, bajo las penas por perjurio, que las declaraciones anteriores son ciertas.**

\_\_\_\_\_  
Nombre (en letra de imprenta)

\_\_\_\_\_  
Nombre (en letra de imprenta)

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Fecha

Reconocido por \_\_\_\_\_  
(Nombre y cargo)

en nombre de \_\_\_\_\_  
(corporación educativa)

\_\_\_\_\_  
Fecha

# Kansas

## KANSAS

### **38-136. Immunization of minor children; written delegation of consent by parent. (a)**

Subject to the provisions of this section, a parent may delegate in writing the parent's authority to consent to the immunization of a minor to any of the following individuals, not in order of priority:

- (1) A grandparent by birth or adoption;
  - (2) an adult brother or sister or half brother or half sister, by birth or adoption;
  - (3) an adult aunt or uncle by birth or adoption;
  - (4) a stepparent; or
  - (5) another adult who has care and control of the minor.
- (b) A grandparent, brother or sister, aunt or uncle or stepparent of a minor who is the primary caregiver of a minor and who may consent to the immunization of the minor under subsection (a) may delegate in writing the authority to consent to immunization of the minor to another person listed in subsection (a).
- (c) A health care provider may rely on a notarized document from another state, territory or country that contains substantially the same information as is required in any immunization consent rules and regulations of the department of health and environment if the document is presented for consent by a person listed in subsection (a).
- (d) A person who consents to immunization of a minor under this act shall provide the health care provider with sufficient and accurate health information about the minor for whom the consent is given and, if necessary, sufficient and accurate health information about the minor's family to enable the person providing the consent and the health care provider to determine adequately the risks and benefits inherent in the proposed immunization and determine whether the immunization is advisable.

**38-2403. Establishment of host family programs.** (a) A child placement agency, or other Kansas charitable organization working under an agreement with a child placement agency, may establish a program in which it coordinates with private organizations to provide temporary care of children by placing a child with a host family.

(b) (1) A program established pursuant to subsection (a) shall include screening and background checks for potential host families. Such screening and background checks shall be the same as

the screening and background checks required for obtaining and maintaining a license to operate a family foster home pursuant to rules and regulations adopted by the secretary for children and families.

(2) A host family shall not receive payment other than reimbursement for actual expenses of providing temporary care for the child.

(c) Any placement of a child into a program established pursuant to subsection (a):

(1) Shall be voluntary and shall not be considered an out-of-home placement by the state;

(2) shall not supersede any order under the revised Kansas code for care of children or any other court order; and

(3) shall not preclude any investigation of suspected abuse or neglect.

(d) (1) A parent may place a child into a program established pursuant to subsection (a) by executing a power of attorney delegating to a host family any of the powers regarding the care and custody of the child, except the power to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child. Such placement of a child shall not be allowed without the consent of all individuals who have legal custody of the child.

(2) (A) A power of attorney executed pursuant to this subsection shall not exceed one year in duration, except that such power of attorney may be renewed for one additional year.

(B) A serving parent may execute a power of attorney pursuant to this section for a duration longer than one year if on active duty service, and the duration of such power of attorney shall not exceed the term of active duty service plus 30 days.

(3) A delegation of powers pursuant to this subsection shall not: (A) Deprive any parent of any parental or legal authority regarding the care and custody of the child; (B) deprive any non-delegating parent of any parental or legal authority regarding the child, if such parent's rights have not otherwise been terminated or relinquished as provided by law; or (C) affect any parental or legal authority otherwise limited by a court order.

(4) A parent executing a power of attorney pursuant to this subsection shall have the authority to revoke or withdraw the power of attorney at any time. If a parent withdraws or revokes the power of attorney, the child shall be returned to the custody of the parent as soon as reasonably possible.

(5) The execution of a power of attorney by a parent pursuant to this subsection shall not be evidence of abandonment, abuse or neglect as defined in K.S.A. [38-2202](#), and amendments thereto.

(6) A power of attorney executed pursuant to this subsection shall be deemed sufficient if in substantial compliance with the form set forth by the judicial council. The judicial council shall develop a form for use under this subsection.

# **Kansas Legal Services**

A non-profit law firm and community education organization helping low and moderate income people in Kansas

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

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## **Power of Attorney for Children**

### **What is a Power of Attorney for Children?**

These forms (available at the end of the page) can be used to give another person the power to care for your child in a crisis. With this document, another person will have legal authority for health, medical and other major decisions, within limits, when you're absent.

A Power of Attorney for Children is most often used by parents to allow a short-term caretaker to make decisions. This is often used when they're gone for work, vacation or otherwise out of town.

You can limit what powers are given. Simply fill in the right spaces and drop the parts you don't need.

### **When to use it?**

- It should be used if you will be leaving your child in the care of someone else for more than just a day.
- It may also be useful to give to a daycare or pre-school in case of an emergency.

### **Choosing the right person**

An agent can be any adult of your choosing. Consider the following factors when deciding whop to appoint:

- Someone you trust
- Some your child knows and feels at ease around
- Make sure your agent is able to act on behalf of your child's best interest
- Agent's experience with kids
- Time commitment involved

### **Agent's powers**

Depending on the reason you're creating your Power of Attorney for Children, you may want to

give your agent specific duties. You can limit what powers are given.

? In the attached document, simply fill in the proper spaces and erase the parts you don't need.

## **Changing your mind**

If you change your mind after signing your Power of Attorney for Children, you may cancel it by using the **Revocation** section of the forms attached.

 [Durable POA for Minor Children 2015](#)

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<http://www.kansaslegalservices.org/node/174/power-attorney-children>

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**DURABLE POWER OF ATTORNEY FOR HEALTH CARE AND EDUCATION  
RELATED DECISIONS**

**GENERAL STATEMENT OF AUTHORITY GRANTED**

I, \_\_\_\_\_, the undersigned principal, hereby appoint the \_\_\_\_\_ to act on my behalf, and to be my minor children's (\_\_\_\_\_, **DOB** \_\_\_\_\_, and \_\_\_\_\_, **DOB** \_\_\_\_\_) agent for health care and education related decisions and pursuant to the language stated below, on my behalf to:

**HEALTH CARE DECISIONS**

1. Consent, refuse consent, or withdraw consent, concerning my minor children \_\_\_\_\_, to any care, treatment, service or procedure to maintain, diagnose or treat a physical or mental condition, and to make decisions about organ donation, autopsy and disposition of the body;

2. Make all necessary arrangements at any hospital, psychiatric hospital or psychiatric treatment facility, hospice, nursing home or similar institution; to employ or discharge health care personnel to include physicians, psychiatrists, psychologists, dentists, nurses, therapists or any other person who is licensed, certified or otherwise authorized or permitted by the laws of this state to administer health care as the agent shall deem necessary for the physical, mental and emotional well being of my minor children, \_\_\_\_\_; and

3. Request, receive and review any information, verbal or written, regarding my minor children, \_\_\_\_\_ personal affairs or physical or mental health including medical and hospital records and to execute any releases of other documents that may be required in order to obtain such information.

**EDUCATION RELATED DECISIONS**

4. Serve as the decision maker in education related matters of \_\_\_\_\_, including, but not limited to: enrollment in secondary or post-secondary school or schools;

5. Serve as the decision maker in any issues concerning \_\_\_\_\_, including, but not

limited to transfers, transcripts, extra-curricular activities, special education, sports, field trips, parent teacher conferences, disciplinary action, progress reports, transportation, and attendance.

### **LIMITATIONS OF AUTHORITY**

The powers of the agent herein shall be limited to the extent set out in writing in this durable power of attorney for health care and education related decisions, and shall not include the power to revoke or invalidate any previously existing declaration made in accordance with the natural death act.

### **EFFECTIVE TIME**

This power of attorney for health care and education related decisions shall become effective immediately and shall not be affected by my subsequent disability. The rights, powers, and authority granted herein shall remain in full force and effect thereafter until my death. This power of attorney shall not be affected by any subsequent disability or incapacity.

### **REVOCAATION**

Any durable power of attorney for health care and education related decisions I have previously made is hereby revoked.

Any party presented with a copy of this Durable Power of Attorney for Health Care and Education Related Decisions may rely upon such presentation as conclusive evidence of its present validity and effectiveness. No person who acts in reliance upon the representations of or the authority granted my agent shall incur any liability to me or to my estate as a result of permitting my agent to exercise any power.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

---

XXXX



# Kentucky

## KENTUCKY

403.352 Power of attorney for temporary delegation of parental rights and responsibilities regarding care and custody of a child.

(1) A parent or legal guardian of a child, by a properly executed power of attorney, as established in this section and KRS 403.353, may temporarily delegate to another person, named in the instrument as the attorney-in-fact, for a period not to exceed one (1) year any of the traditional parental rights and responsibilities regarding care and custody of the child except the following authorities: (a) Consent for the child to marry; (b) Consent for an abortion or inducement of an abortion to be performed on or for the child; or (c) The termination of parental rights to the child. (2) A temporary delegation of rights and responsibilities under this section shall not: (a) Operate to change or modify any parental or legal rights, obligations, or authority established by an existing court order; or (b) Deprive the parent or legal custodian of any parental or legal rights, obligations, or authority regarding the custody, visitation, or support of the child. (3) The parent or legal custodian of the child shall have the authority to revoke or withdraw the power of attorney authorized by this section at any time. (4) Upon the termination, withdrawal, expiration, or revocation of the power of attorney established by this section, the child shall be returned to the custody of the parent or legal guardian as soon as reasonably possible. (5) The attorney-in-fact named in the instrument as established by this section shall not be compensated for serving as the attorney-in-fact pursuant to this section. (6) Unless the power of attorney established by this section is terminated, revoked, or withdrawn, the attorney-in-fact named in the instrument shall exercise parental or legal authority on a continuous basis for the duration of the power of attorney established by this section. (7) (a) An attorney-in-fact properly appointed pursuant to this section and in compliance with this section shall not be subject to any statutes dealing with the licensing or regulation of foster care homes or other child-care facility licensing statutes, and the appointment of an attorney-in-fact pursuant to this section and KRS 403.353 shall not constitute an out-of-home child placement. (b) The child or children subject to the power of attorney established in this section shall not be considered placed in foster care, and the parties involved in the power of attorney established in this section shall not be subject to any requirements, monitoring, or other regulation for foster care or community care solely because of the execution of an instrument authorized pursuant to this section or KRS 403.353. (8) Except as otherwise provided pursuant to the Kentucky Revised Statutes, the execution of a power of attorney as established pursuant to this section by a parent or legal guardian shall not by itself constitute evidence of abandonment, abuse, or neglect, unless the parent or legal guardian fails to take custody of the child or execute a new power of attorney after the one (1) year time limit has elapsed. Nothing in this subsection shall be interpreted to prevent an investigation of abuse, neglect, abandonment, other mistreatment of a child, or other crime. (9) (a) A parent or legal guardian shall not execute a power of attorney pursuant to this section or KRS 403.353 with the intention of permanently avoiding or divesting himself or herself of parental or legal

responsibility for the care of the child or for any other illegal or fraudulent purpose. (b) An attorney-in-fact or prospective attorney-in-fact designated or potentially designated pursuant to this section or KRS 403.353 shall not demand or request that a parent or guardian enter into an instrument established pursuant to this section or KRS 403.353 as a result of any person's financial or other debt or obligation, or for any other illegal or fraudulent purpose. (c) A power of attorney established pursuant to this section and KRS 403.353 shall not be used solely for the purpose of establishing residency for school attendance purposes unless the child actually resides with the attorney-in-fact in the school district where the enrollment is sought, or the child otherwise resides in the district. (d) Violation of this section shall be punishable under Kentucky law. (10) If a parent or legal guardian of a child chooses to delegate powers pursuant to this section regarding the care and custody of the child to a person or persons other than a grandparent, aunt, uncle, or adult sibling of the child, a full criminal history and child abuse and neglect background check shall be conducted on the person or persons prior to the execution of the power of attorney authorized by this section. The results of the background check shall be kept with the instrument establishing the power of attorney pursuant to this section. A child shall not be placed with an individual whose background check indicates that he or she has a criminal history of child abuse and neglect. (11) Any period of time during which a child resides with an attorney-in-fact under an unexpired and valid power of attorney properly executed pursuant to this section and KRS 403.353, shall not be included in determining whether the child has resided with the attorney-in-fact for the minimum period required to be designated a de facto custodian pursuant to KRS 403.270(1).



**STANDARD POWER OF ATTORNEY FOR  
MEDICAL/SCHOOL DECISION MAKING**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That I, \_\_\_\_\_, a resident of \_\_\_\_\_ (city) \_\_\_\_\_ (county) \_\_\_\_\_ (state) residing at \_\_\_\_\_ (street address) do hereby make, constitute, and appoint \_\_\_\_\_, residing at \_\_\_\_\_ (full address) my true and lawful attorney in fact for me and in my name, place and stead, in their sole discretion, to transact, handle and dispose of the limited matters set forth herein, specifically:

To consent to medical treatment for \_\_\_\_\_, minor child, of whom I am the biological parent, legal custodian or legal guardian. Medical treatment means any medical, chiropractic, optometric, or dental examination, diagnostic procedure, and treatment, including but not limited to hospitalization, developmental screening, mental health screening and treatment, preventive care, pharmacy services, immunizations recommended by the federal Centers for Disease Control and Prevention's Advisory Committee on Immunization Practices, well-child care, and blood testing, except that "medical treatment" shall not include HIV/AIDS testing, controlled substance testing, or any other testing for which a separate court order or informed consent is required under other applicable law.

To make school-related decisions for \_\_\_\_\_, minor child, of whom I am the biological parent, legal custodian or legal guardian. I hereby affirm that the minor child resides with \_\_\_\_\_ (attorney in fact) at \_\_\_\_\_ (full address).

This instrument is intended to, and does hereby, grant to my attorney full power and authority to do and perform each and every act and thing whatsoever requisite, necessary and proper to be done, in the exercise of the rights and powers herein granted, as fully, to all intents and purposes, as I might or could do personally present, hereby ratifying and confirming all that my attorney shall do or cause to be done by virtue thereof.

It is fully understood that any school district asked to recognize the authority assigned by this instrument may regularly review and/or audit the residency of the child. Falsification of this document may constitute a criminal offense.

The rights, powers and authority of my attorney shall commence upon execution of this instrument and shall remain in full force and effect until this instrument is terminated by me in writing.

**So acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.**

\_\_\_\_\_  
Parent/Legal Guardian's Name (printed)

\_\_\_\_\_  
Parent/Legal Guardian's Signature

Subscribed and sworn before me on \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_, Notary Public. My commission expires: \_\_\_\_\_.

**THIS IS NOT A COURT ORDER.**

The execution or possession of this form does not signify that a person has lawful custody or guardianship of the child mentioned herein. The limited purpose of this form is to indicate that the above-named person given power of attorney has the authority to consent to medical treatment and to make school-related decisions for the above-named child. This form is not required to be filed with the circuit court clerk. Falsification of this document may constitute a criminal offense.

**STANDARD  
POWER OF  
ATTORNEY  
FOR MEDICAL/  
SCHOOL  
DECISION  
MAKING**



**PODER LEGAL  
ESTÁNDAR  
PARA LA TOMA  
DE DECISIONES  
MÉDICAS/  
ESCOLARES**

**SÉPASE POR LA PRESENTE:**

Que yo, \_\_\_\_\_, vecino de \_\_\_\_\_ (ciudad) \_\_\_\_\_ (condado) \_\_\_\_\_ (estado) con domicilio en \_\_\_\_\_ (dirección) por la presente designo, constituyo, y nombro a \_\_\_\_\_, con domicilio en \_\_\_\_\_ (dirección completa) como mi verdadero/a y legítimo/a apoderado/a para que en mi nombre, lugar y representación, tramite, maneje y resuelva a su criterio los asuntos limitados aquí expuestos, a saber:

Consentir el tratamiento médico de \_\_\_\_\_, hijo/a menor de edad, de quien soy el/la progenitor(a) biológico/a, custodio legal o tutor(a) legal. Por tratamiento médico se entiende cualquier examen médico, quiropráctico, optométrico o dental, procedimiento de diagnóstico, así como cualquier tratamiento, incluyendo, por ejemplo, la hospitalización, la evaluación del desarrollo, la evaluación y el tratamiento de la salud mental, la atención preventiva, los servicios de farmacia, las vacunas recomendadas por el Comité Asesor sobre Prácticas de Inmunización de los Centros para el Control y la Prevención de Enfermedades del gobierno federal, los exámenes físicos del niño sano y los análisis de sangre. Como salvedad, el "tratamiento médico" no incluirá las pruebas de VIH/SIDA, las pruebas de sustancias reguladas ni cualquier otra prueba para la que se requiera una orden judicial independiente o el consentimiento informado en virtud de otra legislación aplicable.

Tomar decisiones sobre la educación de \_\_\_\_\_, hijo/a menor de edad, de quien soy el/la progenitor(a) biológico/a, custodio legal o tutor(a) legal. Por la presente confirmo que el/la menor reside con \_\_\_\_\_ (apoderado/a) en \_\_\_\_\_ (dirección completa).

Este instrumento legal tiene por objeto otorgar, y por la presente otorga a mi apoderado/a pleno poder y autoridad para realizar y llevar a cabo todas y cada una de las acciones y cosas que sean requeridas, necesarias y apropiadas para ser realizadas, a fin de que se ejerzan los derechos y poderes aquí otorgados, tan plenamente, y para todos los efectos, como podría o pudiera hacerlo yo personalmente. Por la presente ratifico y confirmo todo lo que mi apoderado/a haga o mande hacer en virtud de dicho poder y autoridad

Queda plenamente entendido que cualquier distrito escolar al que se le pida que reconozca la autoridad asignada por este documento puede regularmente revisar o constatar la residencia del/de la menor. Falsificar este documento puede constituir un delito.

Los derechos, facultades y autoridad de mi apoderado/a comenzarán a partir de la suscripción de este documento y permanecerán en plena vigencia hasta que yo rescinda el mismo por escrito.

Así se declara en este \_\_\_\_\_ día de \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Nombre del/de la progenitor/a o tutor(a) legal (en letra de molde)

\_\_\_\_\_  
Firma del/de la progenitor/a o tutor(a) legal

Suscrito y jurado ante mí el \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_, Notario/a Público/a. Mi cargo vence: \_\_\_\_\_.

**ESTE DOCUMENTO NO ES UNA ORDEN JUDICIAL.**

La suscripción o posesión de este formulario no significa que la persona tenga la custodia o tutela legal del/de la menor mencionado/a en el mismo. El propósito limitado de este formulario es indicar que la susodicha persona a la que se le ha otorgado el poder legal está autorizada a consentir tratamientos médicos y a tomar decisiones relacionadas con la educación en nombre del/de la menor antemencionado/a. No es necesario presentar este formulario ante la Secretaría del Tribunal de Circuito. **Falsificar este documento puede constituir un delito.**



# Louisiana

## LOUISIANA

### §951. Provisional custody by mandate of persons having parental authority; delegation

A person having parental authority over a child may delegate the provisional custody of that child by written mandate to any natural person.

### §952. Duration of provisional custody; termination

A. The mandate of provisional custody shall be effective for the term stipulated, but the stated term shall not exceed one year from the date of execution.

B. Regardless of the term stipulated, the mandate of provisional custody shall terminate:

- (1) When revoked by any person having parental authority.
- (2) When the mandatary resigns or otherwise renounces the mandate.
- (3) Fifteen days after the death of any person having parental authority.
- (4) Upon the qualification of a court appointed tutor or provisional tutor.

### §953. Authority of the mandatary

A mandate of provisional custody of a child may provide for the health, education and welfare of the child, including the following:

- (1) Consenting to and authorizing such medical care, treatment, or surgery as may be necessary for the health, safety, and welfare of the child.
- (2) Enrolling the child in such schools or educational institutions as may be necessary for his proper education.
- (3) Disciplining the child in such reasonable manner as may be necessary for his proper rearing, supervision, and training.
- (4) Doing and performing all other such acts as may be necessary for the shelter, support, and general welfare of the child.

§954. Statutory form

The following is a suggested form that may be used by a person having parental authority to delegate the provisional custody of the named child:

PROVISIONAL CUSTODY BY MANDATE

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BE IT KNOWN THAT on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary, and in the presence of the competent witnesses hereinafter named and undersigned:

Personally came and appeared:

*(affiant's name, marital status, and mailing address)*, who is the *(person(s) having parental authority)* of *(child(ren))* and who, by these presents makes, names, constitutes, and appoints *(mandatary's name and mailing address)* and grants provisional custody of each of the above named children, to provide for the health, education, and welfare of each child as provided by the law on Provisional Custody by Mandate, specifically including the authority to:

INITIAL ALL APPLICABLE PROVISIONS:

\_\_\_\_ (1) Consent to and authorize such medical care, treatment, or surgery as may be necessary for the health, safety, and welfare of each child.

\_\_\_\_ (2) Enroll each child in such schools or educational institutions as may be necessary for his proper education.

\_\_\_\_ (3) Discipline each child in such reasonable manner as may be necessary for his proper rearing, supervision, and training.

\_\_\_\_ (4) Do and perform all other such acts as may be necessary for the shelter, support, and general welfare of each child.

This Provisional Custody by Mandate will continue to be effective until \_\_\_\_\_, 20\_\_\_\_, or one year from date hereof, whichever period is shorter.

I agree that any third party who receives a copy of this document may rely upon the authority granted the mandatary as indicated herein and may act in reliance on such authority. I agree to indemnify and hold harmless the third party for any claims that arise against him because of reliance on this Provisional Custody by Mandate.

The undersigned mandatary does hereby accept the provisional custody of each child named herein.

THUS DONE AND PASSED at \_\_\_\_\_, state of \_\_\_\_\_, in the presence of the undersigned, competent witnesses, who sign these presents with the appearer(s) and me, notary, after due reading of the whole.

WITNESSES:

\_\_\_\_\_  
(Person having parental authority)

\_\_\_\_\_  
(Other person having parental authority)

\_\_\_\_\_  
(Mandatary)

\_\_\_\_\_  
NOTARY PUBLIC

PROVISIONAL CUSTODY BY MANDATE

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

BE IT KNOWN THAT on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary, and in the presence of the competent witnesses hereinafter named and undersigned:

Personally came and appeared:

\_\_\_\_\_  
**(affiant's name, marital status, mailing address),**  
who is the (parent(s), or, in the event of divorce, separation, or illegitimacy, the natural (co) tutor or tutrix) of

\_\_\_\_\_  
**(minor child(ren))**  
who, by these presents make, name, constitute, and appoint,

\_\_\_\_\_  
**(agent's name and mailing address)**  
and grant provisional custody of the above named child(ren), to provide for the health, education and welfare of the child as provided by the law on Provisional Custody by Mandate, specifically including the authority to:

INITIAL ALL APPLICABLE PROVISIONS:

- \_\_\_ (1) Consent to and authorize such medical care, treatment, or surgery as may be deemed necessary for the health, safety, and welfare of the child.
- \_\_\_ (2) Enroll the child in such schools or educational institutions as may be deemed necessary for his due and proper education.
- \_\_\_ (3) Discipline the child in such reasonable manner as may be necessary for his proper rearing, supervision, and training.
- \_\_\_ (4) Do and perform all other such acts as may be necessary for the shelter, support, and general welfare of the child.

This Provisional Custody by Mandate will continue to be effective until \_\_\_\_\_, 20\_\_\_\_, or one year from date hereof, whichever period is shorter.

I agree that any third party who receives a copy of this document may rely upon the authority granted the agent as indicated herein and may act in reliance on such authority. Revocation or termination by operation of law is not effective as to a third party until he has actual knowledge thereof. I agree to indemnify and hold harmless the third party for any claims that arise against him because of reliance on this Provisional Custody by Mandate.

The undersigned agent does hereby accept the provisional custody of the children named herein.

THUS DONE AND PASSED at \_\_\_\_\_, state of \_\_\_\_\_, in the presence of \_\_\_\_\_ and \_\_\_\_\_, competent witnesses, who sign these presents with the appearers and me, notary, after due reading of the whole.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Parent, Tutor, or Tutrix)

\_\_\_\_\_

\_\_\_\_\_  
(Other parent or Co tutor)

\_\_\_\_\_

\_\_\_\_\_  
(Agent)

\_\_\_\_\_  
NOTARY PUBLIC

Added by Acts 1992, No. 304, 2. Amended by Acts 1995, No. 235 1.

# Maine

**§5-127. Delegation by parent or guardian**

**1. Delegation; power of attorney.** A parent or a guardian of a minor or individual subject to guardianship, by a power of attorney, may delegate to another person, for a period not exceeding 12 months, any power regarding care, custody or property of the minor or individual subject to guardianship, except the power to consent to marriage, adoption or termination of parental rights to the minor. A delegation of powers by a court-appointed guardian becomes effective only when the power of attorney is filed with the court. A delegation of powers under this section does not deprive the parent or guardian of any parental or legal authority regarding the care and custody of the minor or individual subject to guardianship. A delegation of powers under this section is subject to the same court supervision that applies to temporary substitute guardians as described in [section 5-124, subsection 5](#). Any delegation under this section may be revoked or amended by the appointing parent or guardian in writing and delivered to the person to whom the powers were delegated and to other interested persons.

...

**3. Temporary care of minor.** This subsection applies when a parent or guardian executes a power of attorney under [subsection 1](#) for the purpose of providing for the temporary care of a minor.

A. The execution of a power of attorney under [subsection 1](#), without other evidence, does not constitute abandonment, abuse or neglect. A parent or guardian of a minor may not execute a power of attorney with the intention of permanently avoiding or divesting the parent or guardian of parental and legal responsibility for the care of the minor. Upon the expiration or termination of the power of attorney, the minor must be returned to the custody of the parent or guardian as soon as reasonably possible unless otherwise ordered by the court.

B. Unless the power of attorney is terminated, the agent named in the power of attorney shall exercise parental or legal authority on a continuous basis without compensation from the State for the duration of the power of attorney authorized by [subsection 1](#). Nothing in this subsection disqualifies the agent from applying for and receiving benefits from any state or federal program of assistance for the minor or the agent. Nothing in this subsection prevents individuals or religious, community or other charitable organizations from voluntarily providing the agent with support related to the care of the minor while the minor is in the temporary care of the agent.

C. A minor may not be considered placed in foster care or in any way a ward of the State by virtue of the parent's or guardian's execution of a power of attorney authorized by [subsection 1](#). The agent named in the power of attorney may not be considered a family foster home by virtue of the parent's or guardian's execution of a power of attorney authorized by [subsection 1](#) and is



not subject to any laws regarding the licensure or regulation of family foster homes unless licensed as a family foster home. Nothing in this subsection disqualifies the agent from being or becoming a family foster home licensed by the State or prevents the placement of the minor in the agent's care if the minor enters state custody.

**POWER OF ATTORNEY**

**KNOW ALL PERSONS** that I, \_\_\_\_\_, of \_\_\_\_\_, Maine, appoint \_\_\_\_\_, of \_\_\_\_\_, Maine, to be my lawful attorney-in-fact regarding my minor child[ren]:

\_\_\_\_\_ born on \_\_\_\_\_  
\_\_\_\_\_ born on \_\_\_\_\_  
\_\_\_\_\_ born on \_\_\_\_\_

I hereby grant to my attorney-in-fact, \_\_\_\_\_, all of my powers regarding the care and custody of the above-named children, except my power to consent to marriage or adoption of my minor child[ren] and my power to sell, transfer, convey or otherwise manage any real or personal property belonging to my minor child[ren].

I hereby intend that my attorney-in-fact have the same full authority as I have to consent to, or withhold consent to, any medical or other professional care, counsel, treatment or service to said minor child[ren] by a licensed or certified professional person or institution engaged in the practice of, or providing, a healing art.

The rights, power and authority herein granted shall remain in full force and effect until \_\_\_\_\_ (up to 12 months) or until terminated by a written Revocation of Power of Attorney signed by me, whichever happens first. This Power of Attorney shall not be affected by my disability or incapacity. The authority herein granted to my attorney-in-fact, \_\_\_\_\_, is exercisable by him or her, notwithstanding my later disability or incapacity or later uncertainty as to whether I am dead or alive.

**IN WITNESS WHEREOF** I have hereunto set my signature this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

\_\_\_\_\_  
(Signature)

STATE OF MAINE  
\_\_\_\_\_, ss.

Personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

# Maryland

MARYLAND

§ 13-904. Designation of standby guardian

**Designation by parent**

(a)(1) A parent may designate a standby guardian by means of a written designation:

(i) Signed in the presence of two witnesses, at least 18 years old, neither of whom is the standby guardian; and

(ii) Signed by the standby guardian.

(2)(i) If a parent is physically unable to sign a written designation, another person may sign the designation on the parent's behalf and at the parent's direction.

(ii) 1. A designation under this paragraph shall be signed in the presence of the parent and two witnesses at least 18 years of age, neither of whom may be the standby guardian.

2. The standby guardian also shall sign a designation under this paragraph.

**Form and contents of designation and alternate standby guardian**

(b)(1) A designation of a standby guardian shall identify the parent, the minor, and the person designated to be the standby guardian, state the duties of the standby guardian, and indicate that the parent intends for the standby guardian to become the minor's guardian in the event the parent:

(i) Becomes incapacitated;

(ii) Becomes debilitated and consents to the beginning of the standby guardian's authority; or

(iii) Is subject to an adverse immigration action and consents to the beginning of the standby guardian's authority.

(2) A parent may designate an alternate standby guardian in the same writing and by the same manner as the designation of a standby guardian.

(3) A designation may, but need not, be in the following form:

Designation of Standby Guardian

I (name of parent) hereby designate (name, home address, and telephone number of standby guardian) as standby guardian of the person and property of my child(ren) (name of child(ren)).

(You may, if you wish, provide that the standby guardian's authority shall extend only to the person, or only to the property, of your child, by crossing out "person" or "property", whichever is inapplicable, above.)

The standby guardian's authority shall take effect if and when:

(1) My doctor concludes I am mentally incapacitated, and thus unable to care for my child(ren);

(2) My doctor concludes that I am physically debilitated, and thus unable to care for my child(ren) and I consent in writing, before two witnesses, to the standby guardian's authority taking effect; or

(3) I am subject to an adverse immigration action, and I am thus unable to care for my child(ren) and I consent in writing, before two witnesses, to the standby guardian's authority taking effect.

If the person I designate above is unable or unwilling to act as guardian for my child(ren), I hereby designate (name, home address, and telephone number of alternate standby guardian), as standby guardian of my child(ren).

I also understand that my standby guardian's authority will cease 180 days after beginning unless by that date my standby guardian petitions the court for appointment as guardian.

I understand that I retain full parental rights even after the beginning of the standby guardian's authority, and may revoke the standby guardianship at any time.

Parent's Signature:

Address:

Date:

I declare that the person whose name appears above signed this document in my presence, or was physically unable to sign and asked another to sign this document, who did so in my presence. I further declare that I am at least 18 years old and am not the person designated as standby guardian.

Witness's Signature:

Address:

Date:

Witness's Signature:

Address:

Date:

Standby Guardian's Signature:

Address:

Date:

(4) A consent by another person with parental rights to a designation of a standby guardian by a parent may, but need not be, in the following form:

Consent to Designation of Standby Guardian

I (name of person with parental rights) agree with the designation by (name of parent) of (name, home address, and telephone number of standby guardian) as standby guardian of the person and property of my child(ren) (name of child(ren)).

I agree also to the terms stated above and understand that I retain full parental rights even after the beginning of the standby guardian's authority, and may revoke my consent to the standby guardianship at any time.

Signature of Person with Parental Rights:

Address:

Date:

I declare that the person whose name appears above signed this document in my presence, or was physically unable to sign and asked another to sign this document, who did so in my presence. I further declare that I am at least 18 years old and am not the person designated as standby guardian.

Witness's Signature:

Address:

Date:

Witness's Signature:

Address:

Date:

Standby Guardian's Signature:

Address:

Date:

**When authority of standby guardian begins**

(c) The authority of the standby guardian under a designation shall begin on:

(1) The standby guardian's receipt of a copy of a determination of incapacity under § 13-906 of this subtitle;

(2) The standby guardian's receipt of:

(i) A copy of a determination of debilitation under § 13-906 of this subtitle;

(ii) A copy of the parent's written consent to the beginning of the standby guardianship, signed by the parent in the presence of two witnesses at least 18 years of age, neither of whom is the standby guardian, and signed by the standby guardian; and

(iii) A copy of the birth certificate for each child for whom the standby guardian is designated; or

(3) The standby guardian's receipt of:

(i) Evidence of an adverse immigration action against the parent; and

(ii) A copy of the parent's written consent to the beginning of the standby guardianship, signed by the parent in the presence of two witnesses at least 18 years of age, neither of whom is the standby guardian, and signed by the standby guardian.

### **Written consent to beginning of standby guardianship**

(d)(1) If a parent is physically unable to sign a written consent to the beginning of the standby guardianship, another person may sign the written consent to the beginning of the standby guardianship on the parent's behalf and at the parent's direction.

(2) A consent under this subsection to the beginning of the standby guardianship shall be signed in the presence of the parent and two witnesses at least 18 years of age, neither of whom may be the standby guardian.

(3) The standby guardian also shall sign a consent to the beginning of the standby guardianship under this subsection.

### **Petition for judicial appointment**

(e)(1) A standby guardian shall file a petition for judicial appointment within 180 days of the date of the beginning of the standby guardianship under this section.

(2) If the standby guardian fails to file the petition within the time specified in this subsection, the standby guardian's authority shall terminate 180 days from the date of the beginning of the standby guardianship.

(3) The standby guardian's authority shall begin again on the filing of the petition.

### **Documents needed to file petition for judicial appointment**

(f)(1) A standby guardian shall file a petition for appointment as guardian after receipt of:

(i) A copy of a determination of incapacity made under § 13-906 of this subtitle;

(ii) Copies of:

1. A determination of debilitation made under § 13-906 of this subtitle; and

2. The parent's written consent to the beginning of the standby guardianship under this section; or

(iii) 1. Evidence of an adverse immigration action against the parent; and

2. Copies of the parent's written consent to the beginning of the standby guardianship under this section.



(2) Subject to the provisions of paragraphs (3) and (4) of this subsection, the petition shall be accompanied by:

(i) The written designation of the standby guardian signed, or consented to, by each person having parental rights over the child;

(ii) 1. A copy of:

A. The determination of incapacity of the parent; or

B. The determination of debilitation and the parental consent to the beginning of the standby guardianship; or

2. Evidence of an adverse immigration action against the parent, the parental consent to the beginning of the guardianship, and a copy of the birth certificate or other evidence of parentage for each child for whom the standby guardian is designated; and

(iii) If the petition is filed by a person designated as alternate standby guardian, a statement that the person designated as standby guardian is unwilling or unable to act as standby guardian, and the basis for the statement.

(3)(i) If a person who has parental rights cannot be located after reasonable efforts have been made to locate the person, the standby guardian may file a petition under this section without the consent of the person to the designation of the standby guardian.

(ii) If a petition involves an adverse immigration action against a parent and a person who has parental rights resides outside the United States, the standby guardian may file a petition under this section without the consent of the person who has parental rights to the designation of the standby guardian.

(4) If the standby guardian submits documentation, satisfactory to the court, of the reasonable efforts to locate the person who has parental rights, the court may appoint a standby guardian under this section.

### **Factors considered by court**

(g) The court shall appoint a person to be a standby guardian under this section if the court finds that:

(1) The person was duly designated as standby guardian;

(2)(i) A determination of incapacity, or a determination of debilitation and parental consent to the beginning of the standby guardianship, has been made under this section; or

(ii) There is evidence of an adverse immigration action and parental consent to the beginning of the standby guardianship has been given under this section;

(3) The interests of the minor will be promoted by the appointment of a standby guardian of the person or property of the minor; and

(4) If the petition is by a person designated as alternate standby guardian, the person designated as standby guardian is unwilling or unable to act as standby guardian.

### **Revocation of standby guardianship**

(h) A parent may revoke a standby guardianship created under this section:

(1) Before the filing of a petition, by notifying the standby guardian verbally or in writing or by any other act that is evidence of a specific intent to revoke the standby guardianship; and

(2) If a petition has been filed by:

(i) Executing a written revocation;

(ii) Filing the revocation with the court in which the petition was filed; and

(iii) Promptly notifying the standby guardian of the revocation.

### **Renunciation of appointment**

(i) A person who is judicially appointed as a standby guardian under this section may at any time before the beginning of the person's authority renounce the appointment by:

(1) Executing a written renunciation;

(2) Filing the renunciation with the court that issued the decree; and

(3) Promptly notifying in writing the parent of the revocation.

## § 18-4A-02. Delegation of authority to consent

### **In general**

(a) Subject to the provisions of this section, a parent may delegate verbally or in writing the parent's authority to consent to the immunization of a minor to any of the following individuals, not in order of priority:

(1) A grandparent;

(2) An adult brother or sister;

- (3) An adult aunt or uncle;
- (4) A stepparent; or
- (5) Any other adult who has care and control of the minor.

**Verbal delegations**

(b) If a parent verbally delegates the parent's authority to consent to the immunization of a minor under this subtitle, the person delegated the authority shall confirm the verbal delegation in writing and the written confirmation shall be included in the minor's medical record.

**Primary caregivers**

(c) A grandparent, adult brother or sister, adult aunt or uncle, or stepparent of a minor who is the primary caregiver of the minor and who may consent to the immunization of the minor under subsection (a) of this section may delegate the authority to consent to immunization of the minor to another adult in the manner permitted under subsection (b) of this section.

**Notarized documents**

(d) A health care provider may rely on a notarized document from another state or country that contains substantially the same information as is required in any immunization consent regulations of the Department if the document is presented for consent by a person listed in subsection (a) of this section.

**Information provided**

(e) A person who consents to immunization of a minor under this subtitle shall provide the health care provider with sufficient and accurate health information about the minor for whom the consent is given and, if necessary, sufficient and accurate health information about the minor's family to enable the person providing the consent and the health care provider to determine adequately the risks and benefits inherent in the proposed immunization and determine whether the immunization is advisable.



**PARENTAL DESIGNATION AND CONSENT TO THE BEGINNING OF  
STANDBY GUARDIANSHIP  
(Estates and Trusts § 13-904)**

**NOTE:** Use this form to designate an adult to be standby guardian of your minor child(ren) if you become mentally incapacitated, physically debilitated, or subject to an adverse immigration action.

- **Mentally incapacitated:** Your attending physician determines you have a mental impairment that causes a chronic and substantial inability to understand the nature and consequences of decisions about the care of your child(ren). Because of the incapacity, you cannot care for your child(ren).
- **Physically debilitated:** Your attending physician determines you have a physically incapacitating illness, disease, or injury that causes a chronic and substantial inability to care for your child(ren).
- **Subject to an adverse immigration action:** You are arrested or apprehended by law enforcement for an alleged violation of federal immigration law; detained by or in the custody of the Department of Homeland Security (DHS) or a federal, state, or local agency authorized by or acting on behalf of DHS; must leave the United States under an order of removal, deportation, exclusion, voluntary departure, expedited removal, or a stipulation of voluntary departure; subject to the denial, revocation, or delay of the issuance of a visa or transportation letter by the Department of State; subject to the denial, revocation, or delay of the issuance of a parole document or reentry permit by DHS; or denied admission or entry into the United States by DHS.

**Designation of Standby Guardian**

I/We, \_\_\_\_\_, designate \_\_\_\_\_,  
Your Name(s) Name of Standby Guardian  
 whose address is \_\_\_\_\_, whose telephone number is \_\_\_\_\_  
 \_\_\_\_\_ and whose e-mail address (if available) is \_\_\_\_\_.

as standby guardian of the  person  property  person and property of my/our minor child(ren):

<u>Name of Child(ren)</u>	<u>Date of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____

**Alternate Standby Guardian**

*Complete this section if you want to name another person to serve as standby guardian if the person named above is unable or unwilling to act as standby guardian of your minor child(ren).*

If the person I/we designate above is unable or unwilling to act as standby guardian for the child(ren), I/we designate \_\_\_\_\_, whose address is \_\_\_\_\_,  
Name of Alternate Standby Guardian  
 \_\_\_\_\_, whose telephone number is \_\_\_\_\_

and whose e-mail address (if available) is \_\_\_\_\_, as standby guardian of the  person  property  person and property of my/our minor child(ren).

**Other Parties with Parental Rights**

Complete this section if another person (or persons) has parental rights to the minor child(ren) (e.g., a biological parent or legal guardian).

The following other person(s) has parental rights to the minor child(ren):

Name of person with parental rights: \_\_\_\_\_

Relationship to minor child(ren): \_\_\_\_\_

(select one):

- They consent to this designation of standby guardian below. (See Consent to Designation of Standby Guardian on page 5 of this form).
- They have not consented to the designation of standby guardian because they (check all that apply):
  - are mentally or physically unable to give consent
  - abandoned the child
  - no longer have legal custody of the child
  - live in another country
  - have unknown parentage
  - cannot be located and the following efforts have been made to locate them:

Name of person with parental rights: \_\_\_\_\_

Relationship to minor child(ren): \_\_\_\_\_

(select one):

- They consent to this designation of standby guardian below. (See Consent to Designation of Standby Guardian on page 5 of this form).
- They have not consented to the designation of standby guardian because they (check all that apply):
  - are mentally or physically unable to give consent
  - abandoned the child
  - no longer have legal custody of the child
  - live in another country
  - have unknown parentage
  - cannot be located and the following efforts have been made to locate them:

**Consent to the Beginning of the Standby Guardianship**

I/We consent to the beginning of the standby guardianship when (select all that apply):

- the standby guardian receives a determination that I am/we are **mentally incapacitated** (definition on page 1) from my/our attending physician.
- the standby guardian receives a determination that I am/we are **physically debilitated** (definition on page 1) from my/our attending physician and a copy of the birth certificate for each minor child.
- the standby guardian receives evidence that I am/we are **subject to an adverse immigration action (definition on page 1)**.

**Powers and Duties of Standby Guardian of Person**

Complete this section if you want the standby guardian to act as the minor child(ren)'s guardian of the person. A guardian of the person makes non-financial decisions (e.g., housing, medical care, education, clothing, food, and everyday needs).

I/We grant the standby guardian of the person the authority to (check all that apply):

- provide for the child(ren)'s physical and mental well-being, including, providing food and shelter.
- make educational decisions and take educational actions on behalf of the child(ren), including enrolling the child(ren) in school, picking them up from school, making special education decisions, and obtaining educational records.
- make medical treatment decisions for the child(ren), including determining and consenting to medical, psychological, and dental treatment, obtaining information and medical and hospital records, authorizing hospital admissions and discharges, and consulting with health care providers.
- make domestic and international travel arrangements for the child(ren), accompany the child(ren) on trips, and make related arrangements including hotel and other accommodations.
- receive and use public benefits and child support payable on behalf of the minor child(ren).
- take any other action required for the child(ren) as I/we might or could take in the best interest of the child(ren).

Special instructions or limitations (if any):

**Powers and Duties of Standby Guardian of the Property**

Complete this section if you want the standby guardian to act as the minor child(ren)'s guardian of the property. A guardian of the property makes financial decisions (e.g., paying bills or costs to cover the child(ren)'s personal needs, applying for benefits, paying taxes).

I/We grant the standby guardian of the property the authority to (check all that apply):

- apply funds from the guardianship estate needed for the minor child(ren)'s clothing, support, care, protection, welfare, and education.
- apply for public benefits and child support payable on behalf of the minor child(ren).

Special instructions or limitations (if any):

The following is all property in which the minor child(ren) has interest including an absolute interest, a joint interest, or an interest less than absolute (attach additional sheets if needed).

<u>Property</u>	<u>Location</u>	<u>Value</u>	<u>Sole owner, joint owner (specific type), life tenant, trustee, custodian agent, etc.</u>
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

**Termination and Revocation of Standby Guardianship**

I/We understand that the standby guardian’s authority will end after 180 days unless by that date the standby guardian petitions the court for appointment as guardian.

I/We also understand that I/we retain full parental rights even after the beginning of the standby guardian’s authority and **may revoke the standby guardianship at any time.**

**Designating Parent’s Signature**

_____	_____
Date	Parent 1 Signature
_____	_____
	Street Address
_____	_____
	City, State, Zip
_____	_____
Date	Parent 2 Signature <i>(if applicable)</i>
_____	_____
	Street Address
_____	_____
	City, State, Zip

OR

I, \_\_\_\_\_, sign on behalf of and at the direction of \_\_\_\_\_

Name

\_\_\_\_\_, who is/are physically unable to sign this designation.

Name of Parent(s)

_____	_____
Date	Signature

**Witnesses to Designation of Standby Guardian Signatures**

We declare that the person(s) whose name appears above signed this document in our presence or was physically unable to sign and asked another to sign this document, who did so in our presence. We further declare that we are at least 18 years of age and not the person designated as standby guardian or alternate standby guardian.

_____	_____
Date	Witness 1 Signature
_____	_____
	Street Address
_____	_____
	City, State, Zip
_____	_____
Date	Witness 2 Signature
_____	_____
	Street Address
_____	_____
	City, State, Zip

**Standby Guardian Signature(s)**

_____	_____
Date	Signature of Standby Guardian
_____	_____
Date	Signature of Alternate Standby Guardian <i>(if applicable)</i>

**CONSENT TO DESIGNATION OF STANDBY GUARDIAN**

**NOTE:** Use this form if your child is the subject of a designation of a standby guardian and you agree (consent) to the designation.

I, \_\_\_\_\_, agree with the designation by  
Your Name  
\_\_\_\_\_ of \_\_\_\_\_  
Name of Parent Making the Designation Name of Standby Guardian

as standby guardian of my minor child(ren), and if necessary \_\_\_\_\_  
Name of Alternate Standby Guardian (if any)

as alternate standby guardian of my minor child(ren):

Name of Child(ren)

Date of Birth

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree also to the terms stated above and understand that I retain full parental rights even after the beginning of the standby guardian’s authority and may revoke at any time my consent to the standby guardianship.

\_\_\_\_\_  
Date Signature  
*OR*

I, \_\_\_\_\_, sign on behalf of and at the direction of  
Name  
\_\_\_\_\_, who is physically unable to sign this designation.  
Name of Parent

\_\_\_\_\_  
Date Signature

**Witnesses to Consent to Designation of Standby Guardian**

We declare that the person whose name appears above signed this document in our presence or was physically unable to sign and asked another to sign this document, who did so in our presence. We further declare that we are at least 18 years of age and not the person designated as standby guardian or alternate standby guardian.

\_\_\_\_\_  
Date Witness 1 Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date Witness 2 Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip



**Parental Delegation Form  
Authorizing the Immunization of a Minor**

I, \_\_\_\_\_, am the

- Natural or adoptive
- Guardian of
- Person who, under court order, is authorized to give consent for

the minor, \_\_\_\_\_.  
*print name of minor*

I, hereby, delegate \_\_\_\_\_  
*print name of person to whom authority is delegated*

to give consent to the immunization of the above named minor. The relationship of this person to the minor is:

- A grandparent
- An adult brother or sister
- An adult aunt or uncle
- A stepparent
- Another adult who has care and control of the above named minor

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Confirmation Form for Person Other than the Parent Consenting to the  
Immunization of a Minor**

I, \_\_\_\_\_, am  
*print name*

- A grandparent
- An adult brother or sister
- An adult aunt or uncle
- A stepparent
- Another adult who has care and control
- An adult who has care and control of the minor named below under an order of a court or by commitment by a court to the care of an agency of the state or county and reasonably believe the minor needs immunization

of \_\_\_\_\_, a minor whose (*check one*)  natural or adoptive parent,  
*print name of minor*

guardian,  person who, under court order, is authorized to give consent for the minor is

\_\_\_\_\_ and for whom I am giving consent for immunization.  
*print name of parent\**

The following describes the situation of alternate consent:

- The parent\* has verbally delegated the authority to me to consent for immunization of the above-named minor and I have sufficient information about the minor and the minor's family to enable me to consent.
- The parent\* is not reasonably available because:
  - the location of the person is unknown.
  - I have made a reasonable effort within the past 90 days to locate and communicate with the parent\* for the purpose of obtaining consent and that attempt has failed.
  - I have contacted the parent\* and requested that the parent\* consent to the immunization and no action has been taken on the request but I have not been expressly denied the authority to consent to the immunization of the above-named minor.

\_\_\_\_\_  
Signature of Person Giving Consent

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\*"Parent" is defined as the natural or adoptive parent, the guardian, or a person who, under court order, is authorized to give consent for the minor.

# Massachusetts

## MASSACHUSETTS

### Section 5–103. [Delegation of Powers by Parent or Guardian.]

(a) A parent or parents of a minor, other than a parent or parents whose parental rights have been terminated or a parent who has signed a voluntary surrender, or a guardian or guardians of a minor or incapacitated person may appoint a temporary agent for a period not exceeding 60 days, and may delegate to such agent any power that the parent or guardian has regarding the care, custody or property of the minor child, ward or incapacitated person, except the power to consent to marriage or adoption of a minor; provided, however, that no parent or guardian shall appoint a temporary agent when a court has ordered that the minor child be placed in the custody of a person other than the parent or guardian.

(b) Any delegation under this section shall be by a writing signed by, or at the direction of, the parent(s) or guardian(s) and attested by at least 2 witnesses 18 years of age or older, neither of whom is the temporary agent together with the written acceptance of the temporary agent.

(c) A parent or guardian may not appoint a temporary agent of a minor if the minor has another living parent whose whereabouts are known and who is willing and able to provide care and custody for the minor unless the nonappointing parent consents to the appointment in writing. A parent may not appoint a temporary agent if the appointing parent's parental rights have been terminated or a parent who has signed a voluntary surrender.

(d) Any delegation under this section may be revoked or amended by the appointing parent(s) or guardian(s) and delivered to all interested persons. The authority of the temporary agent may be limited or altered by the court.

### General Laws 201F

Section 2. A parent, legal guardian or legal custodian of a minor, by a caregiver authorization affidavit, may authorize a designated caregiver to exercise certain concurrent parental rights and responsibilities relative to a designated minor's education and health care, as described in section 3. If a conflicting decision is made under these concurrent rights and responsibilities, the decision of the authorizing party shall supersede the decision of the caregiver.

The caregiver authorization affidavit shall only authorize those rights and responsibilities that the authorizing party possesses and shall not divest the authorizing party of his rights or responsibilities.

The authorizing party shall not use a caregiver authorization affidavit to circumvent any state or federal law, solely for the purposes of attendance at a particular school, or to re-confer rights to a caregiver from whom those rights have been removed by a court of law.

# INSTRUCTIONS

## Massachusetts Temporary Agent Authorization Form



### Who can use this form?

If you are the parent, legal custodian, or legal guardian of a child or children, you can appoint a temporary agent who will have the power to make decisions for the child(ren) for a period not longer than 60 days. This can be very useful if you anticipate being temporarily unable to care for the child(ren) because of illness, employment, or travel and the child(ren) will be in the care of another adult.

### Do I need to file anything in court if we use this form?

No. This form gives the agent the power to make decisions without a court order.

### What does the temporary agent do with this form?

You or the agent will need to give a copy of this form to the child(ren)'s school, doctor, and anyone else who requires the signature of the child(ren)'s guardian. You should keep a list of everyone to whom you gave the form, in case you have to let them know about changes. You should make copies for yourself, and keep the original in a safe place.

### What powers does the temporary agent have?

Generally, the temporary agent will have any powers that you, the parent, legal custodian, or legal guardian, have regarding the care, custody, and property of the child(ren). The

temporary guardian never has the power to consent to the marriage or the adoption of a minor. Further, you can specify additional powers that you do not want the agent to have. The authority of the agent can be altered or limited by the court.

**If a parent signs this form, can the parent still make these decisions?**

Yes, a parent keeps the right to make these decisions as well.

**What happens if the agent and the parent disagree?**

If there is a disagreement, the parent makes the final decision.

**How long does this permission last?**

It lasts for up to 60 days. You will need a new one every 60 days.

**Can a parent change his or her mind?**

Yes. He or she needs to write a letter to the agent, saying that the agent no longer has permission to make these decisions. Please be sure to sign the letter and include the date. The parent or the agent gives a copy of this letter to the child's school, doctor, and anyone else who received a copy of this affidavit.

**Do I need the permission of the child(ren)'s other parent?**

If the whereabouts of the child(ren)'s other parent are known, and the other parent is willing and able to provide care and custody for the child(ren), then you do need to get the other parent's written consent. This can be done by having that parent fill out Section 5 of this form. If you don't know where the other parent lives, or if that parent is unable to care for the child(ren) for any reason (ex. incarceration, poor health, or mental illness), you need not obtain that parent's signature.

## HOW TO FILL OUT THE FORM

### **Parent/custodian/guardian**

- Fills out Section 1, called “Authorizing Party”
- Sign this form in front of two witnesses (who are not the agent) and a notary public. Have the witnesses and notary sign Sections 2 and 3, called “Witnesses” and “Notarization,” respectively.
- Notaries are often available at banks and courts. You can also find a notary in the yellow pages. Please note that you will need to show a picture I.D. to the notary. There may be a fee to have the form notarized.

### **Temporary Agent**

- The agent fills out Section 4, called “Temporary Agent Acknowledgement.”

### **Nonappointing Parent**

- The nonappointing parent fills out Section 5, called “Nonappointing Parent Consent.”

Both the parent/custodian/guardian and the agent should carefully read the form before signing, because you are swearing that the information in it is true.



**TEMPORARY AGENT AFFIDAVIT**  
Massachusetts General Laws Chapter 190B, § 5-103

1. AUTHORIZING PARTY (Parent/custodian/guardian)

I, \_\_\_\_\_, residing at \_\_\_\_\_,  
am the: (*circle one*)    parent                      legal guardian                      legal custodian                      of the  
minor child(ren) listed below.

I do hereby appoint \_\_\_\_\_, residing at \_\_\_\_\_  
\_\_\_\_\_ to exercise concurrently any power regarding the care,  
custody, or property [except the power to consent to marriage or adoption and any  
additional acts prohibited below], that I possess relative to the minor child(ren) whose  
names and dates of birth are:

name	date of birth	name	date of birth
name	date of birth	name	date of birth

The agent may NOT do the following: (*If there are any specific acts you do not want the agent to perform, please state those acts here.*)

\_\_\_\_\_

\_\_\_\_\_

The following statements are true: (*Please read*)

- There are no court orders in effect that would prohibit me from exercising or conferring the rights and responsibilities that I wish to confer upon the agent. (*If you are the guardian or custodian, please attach the court order appointing you.*)
- I confer these rights and responsibilities freely and knowingly in order to provide for the child(ren) and not as a result of pressure, threats, or payments by any person or agency.
- I understand that, if the affidavit is amended or revoked, I must provide the amended affidavit or revocation to all parties to whom I have provided the affidavit.

This document shall remain in effect until \_\_\_\_\_ (*not more than 60 days from today*) or until I notify the agent in writing that I have amended or revoked it.

I hereby affirm that the above statements are true, under pains and penalties of perjury.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

2. WITNESSES TO AUTHORIZING PARTY SIGNATURE  
(To be signed by persons over the age of 18 who are not the designated agent.)

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Address and telephone number

\_\_\_\_\_  
Address and telephone number

3. NOTARIZATION OF AUTHORIZING PARTY'S SIGNATURE  
Commonwealth of Massachusetts

\_\_\_\_\_, ss

On this date, \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and swore under the pains and penalties of perjury that the foregoing statements are true.

Signature and seal of notary: \_\_\_\_\_

Printed name of notary: \_\_\_\_\_

My commission expires: \_\_\_\_\_

4. TEMPORARY AGENT ACKNOWLEDGMENT

I, \_\_\_\_\_, am at least 18 years of age.

I understand that I may, without obtaining further consent from a parent, legal custodian, or legal guardian of the child(ren), exercise concurrent power relative to the child(ren), except those powers prohibited above. However, I may not knowingly make a decision that conflicts with the decision of the child(ren)'s parent, legal guardian, or legal custodian.

I understand that, if the affidavit is amended or revoked, I must provide the amended affidavit or revocation to all parties to whom I have provided this affidavit prior to further exercising any rights or responsibilities under the affidavit.

I hereby affirm that the above statements are true, under pains and penalties of perjury.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

5. NONAPPOINTING PARENT CONSENT *(if applicable)*

I, \_\_\_\_\_, residing at \_\_\_\_\_, am the nonappointing parent of the child(ren). I consent to the designation of \_\_\_\_\_ to be a temporary agent for my child(ren). I understand that the temporary agent will have any power regarding the care, custody, or property of the child(ren), [except as stated in Section 1].

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

# Michigan

MICHIGAN

**700.5103 Delegation of powers by parent or guardian.**

Sec. 5103.

(1) By a properly executed power of attorney, a parent or guardian of a minor or a guardian of a legally incapacitated individual may delegate to another person, for a period not exceeding 180 days, any of the parent's or guardian's powers regarding care, custody, or property of the minor child or ward, except the power to consent to adoption of a minor ward or to release of a minor ward for adoption.

(2) A parent shall not knowingly and intentionally delegate his or her powers under this section regarding care and custody of the parent's minor child for longer than 180 days for the purpose of permanently transferring custody of the child in violation of section 136c(3) of the Michigan penal code, 1931 PA 328, MCL 750.136c.

(3) If a parent or guardian is serving in the armed forces of the United States and is deployed to a foreign nation, and if the power of attorney so provides, a delegation under this section is effective until the thirty-first day after the end of the deployment.

(4) If a guardian for a minor or legally incapacitated individual delegates any power under this section, the guardian shall notify the court within 7 days after execution of the power of attorney and provide the court the name, address, and telephone number of the attorney-in-fact.



# MICHIGAN LEGAL HELP

Helping Michigan residents solve their legal problems

## **Congratulations! Your form is ready.**

Now that you have your form, use our instructions to learn about your next steps. The instructions explain what to do with your form, step by step.

Read the instructions that came with your form.

Or, to find the instructions for this form, visit [MichiganLegalHelp.org](https://MichiganLegalHelp.org). Find the specific Resource page that matches your legal problem and select your county. Instructions are just below the articles on each Resource page. If the page has more than one set of instructions, be sure to read the description for each one and pick the one that applies to you.

## **Share Your Experience with Us**

We hope that dealing with your legal issue goes well. We'd like to know more about how things went after you used the MichiganLegalHelp website. To share your experience with us, please complete our survey. Using your smartphone or mobile device, scan the QR Code below to visit our survey.



Or, you can visit the survey using this link: [www.michiganlegalhelp.org/survey](https://www.michiganlegalhelp.org/survey).

Thank you so much! Your feedback will help us improve Michigan Legal Help and access to justice in Michigan.

## Instructions for Delegation of Parental Authority (DPA)

### Step 1: Prepare your DPA

Use the [Do-It-Yourself Delegation of Parental Authority](#) tool.

### Step 2: Sign the DPA

Michigan law says a Delegation of Parental Authority is valid without a notary's signature or witnesses' signatures. **However, some doctors, schools, or others may be more likely to accept it if the form is notarized and witnessed.** If you can find witnesses and a notary, it is best to have them witness your signature and sign the form.

Some other states require a DPA to be witnessed and notarized. If you have it witnessed and notarized, you can increase the chances that it will be accepted in another state, if needed. Also, health care professionals, schools, and others who will interact with this form are not legal experts. Even though people should accept the form without the signatures of witnesses and a notary, there is a chance they might not be sure if they should do what it says. Having the form witnessed and notarized may reassure doctors' offices and schools that the form is valid.

Notaries are often available at county offices, such as a county clerk, as well as banks, credit unions, law offices, and insurance companies. Some notaries will only sign documents as part of their employment. Call first to make sure the notary is willing to help with a document like this, and to find out whether they charge a fee.

**If you are having your form notarized**, do not sign the form until you are in front of the notary. Bring two witnesses with you. Sign the form in front of the witnesses and notary at the bottom of the first page where it says "Signature of Parent[s]". After you sign (and the other parent, if signing), the witnesses should sign at the top of the second page where it says "Witnesses." They should sign their name on the top line, and then print it clearly on the line directly below their signature. After you and the witnesses sign, give the form to the notary and they will complete their portion.

**If you are not using witnesses and a notary**, sign your form at the bottom of the first page where it says "Signature of Parent[s]."

### Step 3: Optional: Attach Health Care Documents

If you included information about your children's health care providers and medical information, it will be produced on the form called "Health Information Addendum." This page is not required, but can be helpful to the person you named as caregiver.

It can also be helpful for the caregiver to have a copy of your children's medical insurance card. If you want to make a copy of the front and back of the insurance card, attach it after the Health Information Addendum.

### Step 4: Decide where to store the original DPA

Keep the DPA in a safe place. If your agent (the person you name to care for your child) will use the form right away, give the original to the agent.

Some people choose to keep the original themselves if they are not leaving their child with the person named in the form right away.

What you do depends on how you are using the form and what feels safe to you. Keeping the form yourself ensures that the person you named does not assert parental authority before you want them to. Giving the original form to the person you named ensures that if an emergency arises, they will be able to make decisions right away without looking for paperwork first.

**Step 5: Make copies of the DPA and distribute it**

Make at least one copy of the DPA. Keep a copy for your own records when you give the original to the person who will care for your child. The caregiver will need the original signed form at the time they want to use it, so if you choose to keep the original yourself, make sure the person you named in the form knows how they can find the DPA if an emergency arises.



## Delegation of Parental Authority

I, \_\_\_, wish to temporarily leave my minor child, \_\_\_, in the care and custody of \_\_\_, who lives at \_\_\_, Michigan \_.

I appoint and vest in my Agent full powers as a substitute parent, giving them the authority to do anything and everything required for my child's care. I also authorize my Agent to do any of the things that I, as a parent, could do on behalf of my child. I specifically authorize \_\_ to:

- (1) Consent to medical and/or dental care for my child;
- (2) Enroll my minor child in appropriate schools and/or educational programs;
- (3) Act or consent to any and all acts with respect to my child's health and well-being, except the power to consent to guardianship, adoption, or marriage.

This delegation of parental powers is given pursuant to MCL 700.5103, and will become effective on the day I sign it. This power expires six (6) months from the date it begins or on my declaration, whichever comes first.

This delegation of parental authority was signed on \_\_\_\_\_.

Signature of Parent:

/s/ \_\_\_\_\_

NOTE: Michigan does not require this document to be witnessed and notarized. If you wish to have this form witnessed and notarized, do so here:

Witnesses:

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

Print name of witness 1, if any:

Print name of witness 2, if any:

\_\_\_\_\_

\_\_\_\_\_

STATE OF MICHIGAN )

\_\_\_\_\_ COUNTY )

Acknowledged before me and the witnesses, \_\_\_\_\_ and \_\_\_\_\_ in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_ by \_\_.

/s/ \_\_\_\_\_

Notary public: \_\_\_\_\_

State of Michigan, County of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

## Health Information Addendum

### Health Insurance Information

My health insurance carrier is \_\_\_\_\_, member ID/policy number:  
\_\_\_\_\_, group number: \_\_\_\_\_.

### Hospital Preference

No Hospital Preference

### Health Care Providers

Type of provider	Provider Name	Address	Phone number

### Information about Medical Conditions

\_\_ is allergic to: N/A.

\_\_ has the following medical conditions: N/A.

\_\_ takes the following medications: N/A.

\_\_ may not have the following medications: N/A.

Other health information about \_\_: N/A

# Minnesota

MINNESOTA

**524.5-211 DELEGATION OF POWER BY PARENT OR GUARDIAN.**

(a) A parent, legal custodian, or nonprofessional guardian of a minor or incapacitated person, by a properly executed power of attorney, may delegate to another person, for a period not exceeding one year, any powers regarding care, custody, or property of the minor or person subject to guardianship, except the power to consent to marriage or adoption of a minor person subject to guardianship.

(b) A professional guardian of a minor or incapacitated person, by a properly executed power of attorney, may delegate to another person, for a period not exceeding 30 days, any powers regarding care, custody, or property of the minor or person subject to guardianship, except the power to consent to marriage or adoption of a minor person subject to guardianship. A professional guardian delegating parental rights under this paragraph must submit the power of attorney to the court.

(c) A parent who executes a delegation of powers under this section must mail or give a copy of the document to any other parent within 30 days of its execution unless:

(1) the other parent does not have parenting time or has supervised parenting time; or

(2) there is an existing order for protection under chapter 518B or a similar law of another state in effect against the other parent to protect the parent, legal custodian, or guardian executing the delegation of powers or the child.

(d) A parent, legal custodian, or guardian of a minor child may also delegate those powers by designating a standby or temporary custodian under chapter 257B.



## Delegation of Parental Authority (DOPA)

### What is a Delegation of Parental Authority (DOPA)?

A Delegation of Parental Authority (DOPA) is a document that lets someone take care of your children when you can't. The person you give this permission to is called an "Attorney-in-Fact."

A DOPA gives permission for someone else to make decisions about your child's care, custody, and property. It is the same as if you made the decision yourself. This means that someone with a DOPA can take your child to the doctor for medical treatment. They can also excuse the child from school for things like illnesses, medical appointments, or other issues. A DOPA does not give permission to decide things like adoption or marriage.

A DOPA does not take away any your rights to make decisions for your children. You can still override any decisions made by the Attorney-in-Fact.

You need to do a separate DOPA for each child.



### When should I have a DOPA?

DOPAs are good when you are going out of the state or country for any reason. It can be part of vacation planning or if you are facing deportation or jail. Even if you are only at risk for these things it can be a good back-up for these kinds of emergencies.

You should have a DOPA for each of your children if:

- You are planning a vacation
- You are going out of state/country on business
- You are at risk for deportation
- You are at risk for going to jail
- You have any worries about being able to care for your children on a day-to-day basis

### Do I have to file it in court?

No. A DOPA does not need to be approved by the court. But you do have to make sure the other parent knows that you are giving this permission to someone else.

You have to give a copy of the DOPA to the other parent within 30 days of signing it unless:

- they don't have parenting time rights, or
- they have supervised parenting time rights, or
- there is an Order for Protection in effect to protect you or your child from them.

### **How long does a DOPA last?**

A DOPA is only good for one year and needs to be signed in front of notary public. You need to do a new DOPA every year.

If you want something more permanent, there are other options. Most take time and court approval. Talk to a lawyer.

### **How do I Create a DOPA?**

A DOPA must be written, dated, and then signed by you in front of a notary public. The Attorney-in-Fact has to sign but does not have to sign in front of a notary. The DOPA is effective as soon as it is signed and notarized. Your Attorney-in-Fact can make decisions right away about your child.

You can fill out the form attached to this fact sheet. If you don't want to use the form, you can write your own letter. A letter is fine if you make sure it includes the child's name and birthday, what permissions you are giving to the Attorney-in-Fact and the expiration if you want it to be less than one year. Your DOPA, no matter what format you use, has to be signed and notarized, in order to be valid.

You can [create a DOPA online](http://www.lawhelpmn.org/forms) at [www.lawhelpmn.org/forms](http://www.lawhelpmn.org/forms).



- Look under *Family Law*
- Click on *Delegation of Parental Authority*

This is a step-by-step interview that lets you print out a completed form when done.

### **Who can I name as Attorney-in-Fact on my DOPA?**

The law doesn't say who you can or can't name to take care of your children. Besides having to be over 18, there are no other specifics and there is no US citizen requirement.

You want to choose someone that you trust to make decisions about your child, either a family member, close friend, or neighbor, or another responsible adult. Make sure the person is willing to care for your children. Also, let your child know who to go to in an emergency.

The person does not have to be a citizen, but remember, they won't be able to transfer care of your children to someone else if something happens to them. DOPAs are not transferrable. So, if you are worried about that, think about listing an additional person as an Attorney-in-Fact.

If the person you want to care for your child lives in another state, you need to find a form for that state. Minnesota DOPAs only work in Minnesota. Many states have similar laws and forms that let you do the same thing. It doesn't mean you can't travel with the child, but it could be an issue if the child is moved to another state. If you have questions about doing a DOPA in another state, talk to a lawyer who is licensed in that state.

## What should the Attorney-in-Fact know?

It is important that your Attorney-in-Fact has information about your child. Here is a list of some basic info they may need:

- School name and phone number
- Name of the teacher, principal and/or social worker
- Medical Insurance information
- Names and phone numbers of Doctors, Dentist, and other health care professionals
- Day-care provider information
- Allergies (medicines, food, or environmental)
- Daily routines and activities schedules
- Friend's contact information



It is a good idea to write out all this information and keep it with the DOPA. The Attorney-in-Fact should keep a copy of the DOPA with them to give to schools, doctors, and other authorities who may need proof that they are in charge of the child. They should also take a DOPA with them if they travel with the child.

## How do I stop a DOPA?

You can stop (revoke) a DOPA in writing by letting the person you gave permission to know that you are stopping it. Also, all DOPAs automatically expire in one year. If you want to stop it before the date it expires, tell your child's doctors, schools, and other care providers.

## What if I can't sign a new form and I am not around to care for my children?

If you can't sign a new form but still need someone else to care for your children, your Attorney-in-Fact might be able to take the expired DOPA to court and ask for a custody order. They can ask for custody of your child until you can care for them again. The court decides what is in the best interest of the child and if the person asking for custody is an appropriate person to care for the child.

If you are afraid of something happening suddenly that would make it impossible for you to care for your children, it is a good idea to sign a new DOPA every 6 months rather than waiting for the current one to expire. The easiest way to do this is to fill out the DOPA, except for the signatures, and make a few unsigned copies. Then you don't have to rewrite it every time and can just take it to a notary for signatures.

***Fact Sheets are legal information NOT legal advice. See a lawyer for advice.***

*Don't use this fact sheet if it is more than 1 year old. Ask us for updates, a fact sheet list, or alternate formats.*

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**DELEGATION OF PARENTAL AUTHORITY (DOPA)**  
Delegation of Powers by Parent Minn. Stat. § 524.5-211

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

1. My name is \_\_\_\_\_.  
(your name)

I am the parent of \_\_\_\_\_.  
(your child's name)

My child's birthdate is \_\_\_\_\_.  
(your child's birthday)

2. I appoint \_\_\_\_\_, to be my legal Attorney-in-Fact to have parental authority over my child, \_\_\_\_\_.

**Note:** The person you name to care for your child is called the Attorney-in-Fact. That person does not have to be an attorney.

This DOPA lasts: (check one)

For one year from the date of my signature  
OR

until \_\_\_\_\_, (fill in date) which is less than one year following the date of my signature.

3. This DOPA gives my Attorney-in-Fact permission to care for and make decisions about my child named above. These decisions include, but are not limited to:

- a. Getting medical treatment for my child
- b. Enrolling my child in school
- c. Providing a home, care, and supervision of my child

4. This DOPA does not give my Attorney-in-Fact permission to consent to the marriage or adoption of my child.

5. I understand that by law I have to give or mail a copy of this document to any other parent within 30 days of signing it unless:

a. The other parent does not have parenting time rights or has supervised parenting time rights

OR

b. There is an existing Order for Protection (OFP) in effect against the other parent that protects me or my child.

[SIGNATURES ON FOLLOWING PAGE – Page 2]

**SIGNATURES**

**I swear that everything I have stated in this document is true and correct.**

**Parent or Guardian:**

Date: \_\_\_\_\_

\_\_\_\_\_

*(sign your name)*

\_\_\_\_\_

*(print your name)*

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Attorney-in-Fact:** *(the Attorney-in-Fact does not have to sign in front of a notary)*

I accept the responsibilities of Attorney-in-Fact for \_\_\_\_\_.  
*(child's name)*

Date: \_\_\_\_\_

\_\_\_\_\_

*(Attorney-in-Fact signature)*

\_\_\_\_\_

*(Attorney-in-Fact printed name)*

# Mississippi

## MISSISSIPPI

§ 93-31-3. Delegation of powers regarding care and custody of child to attorney-in-fact; revocation or withdrawal; duration of power of attorney.

**(1)**

**(a)** A parent or legal custodian of a child, by means of a properly executed power of attorney as provided in Section 93-31-5, may delegate to another willing person or persons as attorney-in-fact any of the powers regarding the care and custody of the child other than the following:

**(i)** The power to consent to marriage or adoption of the child;

**(ii)** The performance or inducement of an abortion on or for the child; or

**(iii)** The termination of parental rights to the child.

**(b)** A delegation of powers under this section does not:

**(i)** Change or modify any parental or legal rights, obligations, or authority established by an existing court order;

**(ii)** Deprive any custodial or noncustodial parent or legal guardian of any parental or legal rights, obligations, or authority regarding the custody, visitation, or support of the child; or

**(iii)** Affect a court's ability to determine the best interests of a child.

**(c)** If both parents are living and neither parent's parental rights have been terminated, both parents must execute the power of attorney. If a noncustodial parent is absent or unknown, the custodial parent must complete the affidavit contemplated under Section 93-31-5 and attach it to the power of attorney.

**(d)** A power of attorney under this chapter must be facilitated by either a child welfare agency that is licensed to place children for adoption and that is operating under the Safe Families for Children model or another charitable organization that is operating under the Safe Families for Children model. A full criminal history and child abuse and neglect background check must be conducted on any person who is not a grandparent, aunt, uncle, or sibling of the child if the person is:

**(i)** Designated or proposed to be designated as the attorney-in-fact; or

**(ii)** Is a person over the age of fifteen (15) who resides in the home of the designated attorney-in-fact.

**(2)** A power of attorney executed under this chapter shall not be used for the sole purposes of enrolling a child in a school to participate in the academic or interscholastic athletic programs

provided by that school or for any other unlawful purposes, except as may be permitted by the federal Every Student Succeeds Act (Public Law 114-95).

**(3)** The parent or legal custodian of the child has the authority to revoke or withdraw the power of attorney authorized by this section at any time. Upon the termination, expiration, or revocation of the power of attorney, the child must be returned to the custody of the parent or legal custodian.

**(4)** Until the authority expires or is revoked or withdrawn by the parent or legal custodian, the attorney-in-fact shall exercise parental or legal authority on a continuous basis without compensation for the duration of the power of attorney.

**(5)** The execution of a power of attorney by a parent or legal custodian does not, in the absence of other evidence, constitute abandonment, desertion, abuse, neglect, or any evidence of unfitness as a parent unless the parent or legal custodian fails to take custody of the child or execute a new power of attorney after the one-year time limit, or after a longer time period as allowed for a serving parent, has elapsed. Nothing in this subsection prevents the Department of Child Protection Services or law enforcement from investigating allegations of abuse, abandonment, desertion, neglect or other mistreatment of a child.

**(6)** When the custody of a child is transferred by a power of attorney under this chapter, the child is not considered to have been placed in foster care and the attorney-in-fact will not be subject to any of the requirements or licensing regulations for foster care or other regulations relating to out-of-home care for children and will not be subject to any statutes or regulations dealing with the licensing or regulation of foster care homes.

**(7)**

**(a)** “Serving parent” means a parent who is a member of the Armed Forces of the United States, including any reserve component thereof, or the National Oceanic and Atmospheric Administration Commissioned Officer Corps or the Public Health Service of the United States Department of Health and Human Services detailed by proper authority for duty with the Armed Forces of the United States, or who is required to enter or serve in the active military service of the United States under a call or order of the President of the United States or to serve on state active duty.

**(b)** A serving parent may delegate the powers designated in subsection (1) of this section for longer than one (1) year if on active-duty service or if scheduled to be on active-duty service. The term of delegation, however, may not exceed the term of active-duty service plus thirty (30) days.

**(8)**

**(a)** A power of attorney under this chapter must be filed in the youth court of the county where the minor child or children reside at the time the form is completed, and the clerk of the youth

court will not impose or collect a filing fee. The filing is informational only, and no judicial intervention shall result at the time of filing.

**(b)** The power of attorney must be entered into the Mississippi Youth Court Information Delivery System (MYCIDS) under Section 43-21-351, and must be administratively reviewed by the youth court judge or referee, or a person designated by the youth court judge or referee, to ensure the safety of the child or children who are the subjects of the power of attorney one (1) year after the date of execution.

§ 93-31-5. Statutory form of power of attorney to delegate parental or legal authority.

**(1)** The following statutory form of power of attorney to delegate parental or legal authority as authorized by Section 93-31-3 is legally sufficient:

**Statutory Form for Power of Attorney to  
Delegate Parental or Legal Custodian Powers**

1. “I certify that I am the parent or legal custodian of:

(Full name of minor child)

(Date of birth)

(Full name of minor child)

(Date of birth)

(Full name of minor child)

(Date of birth)

who is/are minor children.

2. I designate as the attorney-in-fact for each minor child named above:

(Full name of attorney-in-fact)

(Street address, city, state and zip code of attorney-in-fact)

(Home phone, work phone and cell phone of attorney-in-fact) as the attorney-in-fact of each minor child named

3. [Complete either Section 3(a) or 3(b)].

(a) I delegate to the attorney-in-fact all of my power and authority regarding the care, custody and property of each minor child named above, including, but not limited to, the right to enroll the child in school, inspect and obtain copies of education records and other records concerning the child, the right to attend school activities and other functions concerning the child, and the right to give or withhold any consent or waiver with respect to school activities, medical and dental treatment, and any other activity, function or treatment that may concern the child. This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child.

OR

(b) I delegate to the attorney-in-fact the following specific powers and responsibilities (write in):

[If Section 3(b) is completed, Section 3(a) does not apply.]

This delegation shall not include the power or authority to consent to: marriage or adoption of the child, performing or inducing an abortion on or for the child, or the termination of parental rights to the child.

(c) The reason or reasons for this transfer of custody is as follows:

[Complete either 4(a) or 4(b)]

4.

(a) This power of attorney is effective for a period not to exceed one (1) year, beginning , 20, and ending, 20 I reserve the right to revoke this authority at any time.

OR

[Complete either 4(a) or 4(b)]

(b) I am a serving parent as defined in Section 93-31-3, Mississippi Code of 1972. My active-duty service is scheduled to begin on , 20, and is estimated to end on , 20. I reserve the right to revoke this authority at any time. I acknowledge that in no event may this delegation of power last more than one (1) year or the term of my active duty plus thirty (30) days, whichever is longer.

By: (Parent/Legal Custodian signature)

5. I hereby accept my designation as attorney-in-fact for the minor child/children specified in this power of attorney.

(Attorney-in-fact signature)

6. AFFIDAVIT OF FACILITATING AGENCY UNDER SECTION 93-31-3(1)(d), Mississippi Code of 1972

I, of (Agency), do hereby certify that I have properly vetted the proposed designated attorney-in-fact as required under Section 93-31-3(1)(d), Mississippi Code of 1972, and find no criminal or child abuse or neglect history.

(Agency representative signature)

Name of facilitating agency

State of

County of

### **ACKNOWLEDGEMENT**

Before me, the undersigned, a Notary Public, in and for said county and state on this day of , 20, personally appeared (Name of facilitating agency and person signing as facilitator), (Name of Parent/Legal Custodian) and (Name of Attorney-in-fact), known to me to be the persons who executed this instrument and who acknowledged to me that each executed the same as his or her free and voluntary act and deed for the uses and purposes set forth in the instrument.

Witness my hand and official seal the day and year above written.

(Signature of notarial officer)

(Seal, if any)

(Title and Rank)

My commission expires:"

7. If the custodial parent alleges that the noncustodial parent is absent, unknown, or that the location of the noncustodial parent is unknown, an affidavit must be completed and attached to the power of attorney. The following statutory form is sufficient:

Affidavit of Custodial Parent

STATE OF

COUNTY OF

I hereby certify that I am the custodial parent of the child(ren)\_who are the subject of the power of attorney to which this affidavit is attached. I further certify that the location of the noncustodial parent, is unknown to me or that the identity of the father is unknown to me (insert here if the father is unknown) or that the noncustodial parent is unavailable (state here the reason unavailable): .

SO SWORN, this the day of , 20

Custodial Parent



SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority in and for the  
aforementioned jurisdiction, the within named person who first presented proof of identity.

THIS, the day of , 20.

NOTARY PUBLIC

My commission expires:

(2) A power of attorney, affidavit of facilitating agency, and affidavit of custodial parent that  
substantially conform to the forms set forth in this section are legally sufficient if properly  
completed and acknowledged.

(3) A revocation of a power of attorney under this chapter must be filed with the youth court  
where the original power of attorney was filed, and the clerk of the youth court shall not impose  
or collect a filing fee. The following statutory form is sufficient to revoke a power of attorney to  
delegate parental or legal custodial powers that was granted under Section 93-31-3:

**Statutory Form for Revocation of**

**Power of Attorney to Delegate Parental or**

**Legal Custodial Powers**

1. "I certify that I am the parent or legal custodian of:

(Full name of minor child)

(Date of birth)

(Full name of minor child)

(Date of birth)

(Full name of minor child)

(Date of birth)

who is/are minor children.

2. On the day of , 20, I designated as the attorney-in-fact of each minor child named above:

(Full name of attorney-in-fact and DOB)

(Street address, city, state and zip code of attorney-in-fact)

3. I hereby certify that I am revoking said Power of Attorney to Delegate Parental or Legal  
Custodial Powers and am requesting that my child or children named above be immediately  
returned to my legal and physical care, custody and control and that I resume all legal rights and  
responsibilities associated with my child or children.

**ACKNOWLEDGEMENT**

Before me, the undersigned, a Notary Public, in and for said county and state on this day of , 20, personally appeared (Name of Parent/Legal Custodian), known to me to be the person who executed this instrument and who acknowledged to me that he or she executed this instrument as his or her free and voluntary act and deed for the uses and purposes set forth in the instrument.

Witness my hand and official seal the day and year above written.

(Signature of notarial officer)

(Signature of notarial officer)

(Seal, if any)

(Title and Rank)

My commission expires:"

See General Form.

# Missouri

## MISSOURI

### **475.602. Delegation to attorney-in-fact, powers — revocation or withdrawal — requirements of delegation.** —

1. A parent or legal custodian of a child may, by a properly executed power of attorney as provided under section [475.604](#), delegate to an attorney-in-fact for a period not to exceed one year, except as provided under subsection 7 of this section, any of the powers regarding the care and custody of the child, except the power to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child. A delegation of powers under this section shall not be construed to change or modify any parental or legal rights, obligations, or authority established by an existing court order or deprive the parent or legal custodian of any parental or legal rights, obligations, or authority regarding the custody, visitation, or support of the child.

2. The parent or legal custodian of the child shall have the authority to revoke or withdraw the power of attorney authorized in subsection 1 of this section at any time. Except as provided in subsection 7 of this section, if the delegation of authority lasts longer than one year, the parent or legal custodian of the child shall execute a new power of attorney for each additional year that the delegation exists. If a parent withdraws or revokes the power of attorney, the child shall be returned to the custody of the parents as soon as reasonably possible.

3. Unless the authority is revoked or withdrawn by the parent or legal custodian, the attorney-in-fact shall exercise parental or legal authority on a continuous basis without compensation for the duration of the power of attorney authorized by subsection 1 of this section and shall not be subject to any statutes dealing with the licensing or regulation of foster care homes.

4. Except as otherwise provided by law, if a parent or legal custodian uses a community service program that offers support services for families in crisis to assist in the delegation of any powers regarding the care and custody of a child by a properly executed power of attorney, then the execution of a power of attorney by such parent or legal custodian as authorized in subsection 1 of this section shall not constitute abandonment as provided in sections [568.030](#) and [568.032](#), or abuse or neglect as provided in sections [210.110](#) and [568.060](#), unless the parent or legal guardian fails to take custody of the child or execute a new power of attorney after the one-year time limit has elapsed. It shall be a violation of section [453.110](#) for any parent or legal custodian to execute a power of attorney with the intention of permanently avoiding or divesting himself or herself of parental or legal responsibility for the care of the child.

5. Under a delegation of powers as authorized by subsection 1 of this section, the child or children subject to the power of attorney shall not be considered placed in foster care as otherwise defined in law and the parties shall not be subject to any of the requirements or licensing regulations for foster care or other regulations relating to community care for children.

6. If a parent or legal custodian uses a community service program that offers support services for families in crisis to assist in the delegation of any powers regarding the care and custody of a child by a properly executed power of attorney, then the community service program shall ensure that a background check is completed for the attorney-in-fact and any adult members of his or her household prior to the placement of the child. A community service program shall not place a child or children with an attorney-in-fact when he or she or any adult member of his or her household is found to be on the sex offender registry as established pursuant to sections [589.400 to 589.425](#), or the child abuse and neglect registry, as established pursuant to section [210.109](#), or has pled guilty or nolo contendere to or is found guilty of a felony offense under federal or state law. If a community service program has reasonable cause to suspect that a parent or legal custodian is executing a power of attorney under this section with the intention of permanently avoiding or divesting himself or herself of parental or legal responsibility for the care of the child, the community service program shall notify the Missouri children's division within the department of social services, and the division shall conduct an investigation of the parent or legal guardian to determine if there is a violation of section [453.110](#). A background check performed under this section shall include:

- (1) A national and state fingerprint-based criminal history check;
- (2) A sex offender registry, as established pursuant to sections [589.400 to 589.425](#), check; and
- (3) A child abuse and neglect registry, as established pursuant to section [210.109](#), check.

7. A parent or legal custodian who is a member of the Armed Forces of the United States including any reserve component thereof, the commissioned corps of the National Oceanic and Atmospheric Administration, the Public Health Service of the United States Department of Health and Human Services detailed by proper authority for duty with the Armed Forces of the United States, or who is required to enter or serve in the active military service of the United States under a call or order of the President of the United States or to serve on state active duty may delegate the powers designated in subsection 1 of this section for a period longer than one year if on active duty service. The term of delegation shall not exceed the term of active duty service plus thirty days.

8. Nothing in this section shall conflict or set aside the preexisting residency requirements under section [167.020](#). An attorney-in-fact to whom powers are delegated under a power of attorney authorized by this section shall make arrangements to ensure that the child attends classes at an appropriate school. If enrollment is at a public school, attendance shall be based upon residency or waiver of such residency requirements by the school.

9. If enrolled at any school, as soon as reasonably possible upon execution of a power of attorney for the temporary care of a child as authorized under this section, the child's school shall be notified of the existence of the power of attorney and be provided a copy of the power of

attorney as well as the contact information for the attorney-in-fact. While the power of attorney is in force, the school shall communicate with both the attorney-in-fact and any parent or legal custodian with parental or legal rights, obligations, or authority regarding the custody, visitation, or support of the child. The school shall also be notified of the expiration, termination, or revocation of the power of attorney as soon as reasonably possible following such expiration, termination, or revocation and shall no longer communicate with the attorney-in-fact regarding the child upon the receipt of such notice.

10. No delegation of powers under this section shall operate to modify a child's eligibility for benefits the child is receiving at the time of the execution of the power of attorney including, but not limited to, eligibility for free or reduced lunch, health care costs, or other social services, except as may be inconsistent with federal or state law governing the relevant program or benefit.

**475.604. Delegation form, contents.** — Any form for the delegation of powers authorized under section [475.602](#) shall be witnessed by a notary public and contain the following information:

- (1) The full name of any child for whom parental and legal authority is being delegated;
- (2) The date of birth of any child for whom parental and legal authority is being delegated;
- (3) The full name and signature of the attorney-in-fact;
- (4) The address and telephone number of the attorney-in-fact;
- (5) The full name and signature of the parent or legal guardian;
- (6) One of the following statements:

(a) "I delegate to the attorney-in-fact all of my power and authority regarding the care, custody, and property of each minor child named above including, but not limited to, the right to enroll the child in school, inspect and obtain copies of education and other records concerning the child, the right to give or withhold any consent or waiver with respect to school activities, medical and dental treatment, and any other activity, function, or treatment that may concern the child. This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child."; or

(b) "I delegate to the attorney-in-fact the following specific powers and responsibilities (insert list). This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child."; and

(7) A description of the time for which the delegation is being made and an acknowledgment that the delegation may be revoked at any time.



**Missouri Minor (Child) Power of Attorney Form**  
Pursuant to Section 475.602

I. For the Minor named \_\_\_\_\_ born on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Hereinafter known as the 'Minor')  
I, \_\_\_\_\_, the  Parent or  Court Appointed Guardian with a street address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_.

*(if co-guardian/parent exists)*

And I, \_\_\_\_\_, the  Parent or  Court Appointed Guardian with a street address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_.

II. I/We hereby appoint \_\_\_\_\_ as the Attorney-in-Fact for the Minor who is the \_\_\_\_\_, (relation) with a street address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ (Hereinafter referred to as the 'Attorney-in-Fact')

III. I/We delegate to the Attorney-in-Fact the powers of:

*(Initial and Check)*

A. \_\_\_\_  - I delegate to the attorney-in-fact all of my power and authority regarding the care, custody, and property of each minor child named above including, but not limited to, the right to enroll the child in school, inspect and obtain copies of education and other records concerning the child, the right to give or withhold any consent or waiver with respect to school activities, medical and dental treatment, and any other activity, function, or treatment that may concern the child. This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child..

B.  - I delegate to the attorney-in-fact the following specific powers and responsibilities

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child.

IV. This power of attorney document shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (term cannot be longer than one (1) year).

This document can be terminated at anytime by completing a revocation or by creating a new minor power of attorney form.

V. This power of attorney shall be governed under the laws in the State of Missouri and this terminates any prior written form.

**Parent/Court Appointed Guardian Signature** \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Parent/Court Appointed Guardian Signature** \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Acceptance by Attorney-in-Fact**

The undersigned Attorney-in-Fact acknowledges and executes this Power of Attorney, and by such execution does hereby affirm that I: (A) accept the appointment; (B) understand the duties under the Power of Attorney and under the law.

**Attorney-in-Fact's Signature** \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Affirmation by Witness 1**

I, \_\_\_\_\_, witnessed the execution of this Power of Attorney by the Parent/Court Appointed Guardian(s), and I affirm that the Parent/Court Appointed Guardian(s) appeared to me to be of sound mind, was not under duress, and the Parent/Court Appointed Guardian(s) affirmed to me that he/she was aware of the nature

of this Power of Attorney and signed it freely and voluntarily.

Witness 1 Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Affirmation by Witness 2**

I, \_\_\_\_\_, witnessed the execution of this Power of Attorney by the Parent/Court Appointed Guardian(s), and I affirm that the Parent/Court Appointed Guardian(s) appeared to me to be of sound mind, was not under duress, and the Parent/Court Appointed Guardian(s) affirmed to me that he/she was aware of the nature of this Power of Attorney and signed it freely and voluntarily.

Witness 2 Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Notary Acknowledgement**

State of \_\_\_\_\_

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared

\_\_\_\_\_, as the Parent(s)/Court Appointed Guardian(s) who proved to me through government issued photo identification to be the above-named person(s), in my presence executed foregoing instrument and acknowledged that (s)he executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# Relative Caregiver Affidavit (431.058 RSMo)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ (relative caregiver), who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind and am over 18 years of age. My personal information is as follows:

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Driver's License or Identification Card Numbers: \_\_\_\_\_

I am competent to testify to the following facts and matters:

I am a relative caregiver to \_\_\_\_\_ (name of child), whose date of birth is \_\_\_\_\_. My relationship to the child is \_\_\_\_\_.

The above named child is living with me at \_\_\_\_\_ (address) because of the following (describe the reasons why child lives with you and any attempts that you have made to advise the parent of the your intent to consent to medical treatment or educational services for the child, and any response of the parent): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parent's contact information (if known) is: \_\_\_\_\_  
\_\_\_\_\_

Attached is a signed and dated delegation of authority to me by the parent to consent to educational services or medical treatment.

The reason why I am unable to contact the parent to advise the parent of my intent to consent to medical treatment or educational services for the child is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Affiant

In witness whereof I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

(Seal)

\_\_\_\_\_  
Signature of Notary Public

My Commission expires: \_\_\_\_\_

This affidavit expires one year after the date it is given to the health care provider or school. If the date the affidavit is given to a health care provider or school is unknown, it will expire one year after the date the relative caregiver signs this form.

# Montana

MONTANA

**72-5-103. Delegation of powers by parent or guardian.** (1) A parent or a guardian of a minor or incapacitated person, by a properly executed power of attorney, may delegate to another person, for a period not exceeding 6 months, any powers regarding care, custody, or property of the minor child or ward, except the power to consent to marriage or adoption of a minor ward.

(2) The 6-month limitation provided in subsection (1) does not apply to:

(a) a member of the Montana national guard who serves for more than 180 continuous days on duty pursuant to Title 10 or Title 32 of the United States Code or on state military duty as defined in [10-1-1003](#);

(b) a member of the active duty military forces of the United States; or

(c) a member of the federal reserves who serves for more than 180 continuous days on duty pursuant to Title 10 of the United States Code.

(3) As used in this section, "federal reserves" means the United States air force reserve, army reserve, navy reserve, marine corps reserve, or coast guard reserve.

**POWER OF ATTORNEY FOR CARE, CUSTODY OR PROPERTY OF MINOR CHILD**

**Montana Code Annotated § 72-5-103 provides as follows:**

**Delegation of powers by parent or guardian.**

- (1) A parent or a guardian of a minor or incapacitated person, by a properly executed power of attorney, may delegate to another person, for a period not exceeding 6 months, any powers regarding care, custody, or property of the minor child or ward, except the power to consent to marriage or adoption of a minor ward.
- (2) The 6-month limitation provided in subsection (1) does not apply to:
  - (a) a member of the Montana national guard who serves for more than 180 continuous days on duty pursuant to Title 10 or 32 of the United States Code or on state active duty pursuant to Article VI, section 13, of the Montana constitution;
  - (b) a member of the active duty military forces of the United States; or
  - (c) a member of the federal reserves who serves for more than 180 continuous days on duty pursuant to Title 10 of the United States Code.
- (3) As used in this section, "federal reserves" means the United States air force reserve, army reserve, navy reserve, marine corps reserve, or coast guard reserve.

**Pursuant to the above statute, I, \_\_\_\_\_,**  
*(your name)*

**of \_\_\_\_\_,**  
*(your complete address)*

**appoint, \_\_\_\_\_, who**  
*(the name of the person whom you want to care for your child)*

**resides at \_\_\_\_\_,**  
*(complete address of the person whom you want to care for your child)*

**and whose phone number is \_\_\_\_\_ as my**  
**agent (attorney-in-fact) to act in any lawful way for me regarding the care,**  
**custody or property of my minor child, \_\_\_\_\_,**  
**age \_\_\_\_\_, with respect to the following initialed subjects:**

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

**INITIAL:**

- \_\_\_\_\_ (A) real property and housing transactions;
- \_\_\_\_\_ (B) tangible personal property transactions;
- \_\_\_\_\_ (C) stock and bond transactions;
- \_\_\_\_\_ (D) commodity and option transactions;
- \_\_\_\_\_ (E) banking and other financial institution transactions;
- \_\_\_\_\_ (F) health care consent for the child and other health care transactions;
- \_\_\_\_\_ (G) insurance and annuity transactions;
- \_\_\_\_\_ (H) estate, trust and other beneficiary transactions;
- \_\_\_\_\_ (I) claims and litigation;
- \_\_\_\_\_ (J) personal and family maintenance, including decisions of where the child may reside;
- \_\_\_\_\_ (K) benefits from social security, medicare, medicaid, or other governmental programs or from military service;
- \_\_\_\_\_ (L) all transactions concerning the child=s school or education;
- \_\_\_\_\_ (M) tax matters;
- \_\_\_\_\_ (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

**My agent does not have the power to consent to the marriage or adoption of my child.**



**SPECIAL INSTRUCTIONS:**

ON THE FOLLOWING LINES, YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

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UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED **OR** IT WILL EXPIRE AUTOMATICALLY AFTER SIX MONTHS IN MOST CASES. SEE THE FIRST PARAGRAPH ABOVE FOR MORE INFORMATION.

**This power of attorney revokes all previous powers of attorney signed by me.**

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO REVOKE ALL PREVIOUS POWERS OF ATTORNEY SIGNED BY YOU. IF YOU DO WANT THIS POWER OF ATTORNEY TO REVOKE ALL PREVIOUS POWERS OF ATTORNEY SIGNED BY YOU, YOU SHOULD READ THOSE POWERS OF ATTORNEY AND SATISFY THEIR PROVISIONS CONCERNING REVOCATION. THIRD PARTIES WHO RECEIVED COPIES OF THOSE POWERS OF ATTORNEY SHOULD BE NOTIFIED.

**I agree that any third party who receives a copy of this document may act under it. I may revoke this power of attorney by a written document that expressly indicates my intent to revoke. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
**Your Signature**  
**Printed name:** \_\_\_\_\_



# Nebraska

NEBRASKA

30-2604.

Delegation of powers by parent or guardian.

A parent or a guardian of a minor or incapacitated person, by a properly executed power of attorney, may delegate to another person, for a period not exceeding six months, any of his or her powers regarding care, custody, or property of the minor child or ward, except his or her power to consent to marriage or adoption of a minor ward. A parent or guardian of a minor who is at least eighteen years of age and who is not a ward of the state, by a properly executed power of attorney, may delegate to such minor, for a period not exceeding one year, the parent's or guardian's power to consent to such minor's own health care and medical treatment.

# COMPLETING THE TEMPORARY DELEGATION OF PARENTAL POWERS

**These forms are NOT filed with the court – Keep them in a safe place.**

Use this form to give power of attorney (authority) to another person regarding the care, custody and/or property of your child or ward. (This does not allow the person to consent to marriage or adoption of the child.)

The Temporary Delegation of Parental Powers is valid for six-months. After the six-month period, you will need to complete a new form.

Page 1 of 1

Enter your full name.

Enter the address of the person you are appointing.

Enter the full name of the person you are appointing.

If you are an attorney, enter your Bar Number.

Enter the city where you live.

Enter the full name of the person you are appointing.

Enter the name and date of birth of the child.

Sign and date the form. Enter your printed name, your address, telephone number, and your email address.

The notary will complete this section WHEN they witness you signing the form.

**TEMPORARY DELEGATION OF PARENTAL POWERS**

I, \_\_\_\_\_ of \_\_\_\_\_  
(your full name) (city where you reside)  
Nebraska, do make and appoint \_\_\_\_\_ of \_\_\_\_\_  
(full name of person being appointed) (address, city and state where person being appointed resides)  
to act for me and in my name to exercise all my powers regarding the care, custody and property of \_\_\_\_\_ born \_\_\_\_\_  
(child's full name) (child's date of birth)  
except my power to consent to marriage and adoption of the child. I hereby give \_\_\_\_\_ full authority and power to do everything  
(full name of person being appointed)  
necessary to be done, as fully as I could or might do if personally present, for a period not exceeding six months beyond this date. I confirm and ratify all lawful acts done, or caused to be done by \_\_\_\_\_ acting under this  
(full name of person being appointed)  
Delegation of Powers regarding the care, custody and property of my child. This Delegation of Parental Powers may be revoked by me at any time before the expiration of this six-month period by written notice to \_\_\_\_\_ at the address above.  
(full name of person being appointed)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Street Address/P.O. Box: \_\_\_\_\_  
City/State/ZIP Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

If completed by an attorney:  
Bar Number: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me by \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Name of person certifying above)  
Notary Public: (signature of person taking acknowledgment)  
My commission expires: \_\_\_\_\_  
(title or rank) (serial number, if any)

### TEMPORARY DELEGATION OF PARENTAL POWERS

I, \_\_\_\_\_ of \_\_\_\_\_,  
(your full name) (city where you reside)  
 Nebraska, do make and appoint \_\_\_\_\_ of \_\_\_\_\_  
(full name of person being appointed)  
 \_\_\_\_\_, to act for me and in  
(address, city and state where person being appointed resides)  
 my name to exercise all my powers regarding the care, custody and property of  
 \_\_\_\_\_, born \_\_\_\_\_,  
(child's full name) (child's date of birth)  
 except my power to consent to marriage and adoption of the child. I hereby give  
 \_\_\_\_\_ full authority and power to do everything  
(full name of person being appointed)  
 necessary to be done, as fully as I could or might do if personally present, for a period  
 not exceeding six months beyond this date. I confirm and ratify all lawful acts done, or  
 caused to be done by \_\_\_\_\_ acting under this  
(full name of person being appointed)  
 Delegation of Powers regarding the care, custody and property of my child. This  
 Delegation of Parental Powers may be revoked by me at any time before the expiration of  
 this six-month period by written notice to \_\_\_\_\_ at the  
(full name of person being appointed)  
 address above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Street Address/P.O. Box: \_\_\_\_\_  
 City/State/ZIP Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email address: \_\_\_\_\_

If completed by an attorney:  
 Bar Number: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, this  
(Name of person certifying above)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year Notary Public (signature of person taking acknowledgment)

\_\_\_\_\_ My commission expires: \_\_\_\_\_  
(title or rank) (serial number, if any)

**INSTRUCTIONS FOR FILLING OUT TEMPORARY DELEGATION OF PARENTAL POWERS**  
**INSTRUCCIONES PARA COMPLETAR EL FORMULARIO DEL DELEGACIÓN TEMPORAL**  
**DE PODERES PATERNALES**

**All forms must be completed in English.**  
**Todos los formularios deben de completarse en inglés.**

**First Paragraph**

**Primer Párrafo**

- **In the first blank enter your full name.**  
En el primer renglón, ponga su nombre completo.
- **In the second blank enter the city where you live.**  
En el segundo renglón, ponga la ciudad donde vive.
- **In the third blank enter the full name of the person to whom you are appointing parental powers.**  
En el tercer renglón, ponga el nombre completo de la persona al cual usted está autorizando los poderes paternales.
- **In the fourth blank enter the address, city and state where the person you are appointing resides.**  
En el cuarto renglón, ponga la dirección, ciudad y estado en donde vive la persona que está nombrando.
- **In the fifth blank enter the full name of the child for whom you are delegating your parental powers.**  
En el quinto renglón, ponga el nombre completo del niño de parte del cual está delegando sus poderes paternales.
- **In the sixth blank enter the child's date of birth (month, day, and year).**  
En el sexto renglón, ponga la fecha de nacimiento del niño (mes, día y año).
- **In the seventh, eighth and ninth blanks enter the full name of the person to whom you are appointing parental powers.**  
En el séptimo, octavo y noveno renglón, ponga el nombre completo de la persona al cual está nombrando para recibir los poderes paternales.

**Final Paragraph:** Enter the month, day, and year you are signing the Temporary Delegation. **Último Párrafo:** Ponga el mes, día y año en que está firmando el Delegación Temporal.

**VERIFICATION**

**VERIFICACIÓN**

In the presence of a Notary Public, sign your name.  
Firme su nombre frente a un Notario Público General.

**DO NOT SIGN THE TEMPORARY DELEGATION UNTIL YOU ARE BEFORE A NOTARY PUBLIC. NO FIRMA EL FORMULARIO DE DELEGADO TEMPORAL HASTA QUE USTED ESTÉ FRENTE A UN NOTARIO PUBLICO GENERAL.**

Instructions for Filling Out Temporary Delegation of Parental Powers, DC 6:10.1a  
Instrucciones Para Completar El Formulario Del Delegación Temporal De Poderes Paternales

**You must complete this form in English.**  
**Debe completar este formulario en inglés.**

**TEMPORARY DELEGATION OF PARENTAL POWERS**  
**DELEGACIÓN TEMPORAL DE PODERES PATERNALES**

I/ Yo, \_\_\_\_\_ of/ de \_\_\_\_\_,  
(your full name/ su nombre completo) (city where you reside/ ciudad donde reside)

Nebraska, do make and appoint/ Nebraska, hago y nombro a \_\_\_\_\_ of/ de  
(full name of person being appointed/ nombre completo de la persona nombrada)

\_\_\_\_\_, to act for me and in/ para que actúe por mí y en  
(address, city and state where person being appointed resides/ dirección, ciudad y estado en donde reside la persona nombrada)

my name to exercise all my powers regarding the care, custody and property of  
mi nombre para ejercer todos mis poderes relacionados con el cuidado, custodia y bienes de

\_\_\_\_\_, born/ nacido \_\_\_\_\_,  
(child's full name/ nombre completo del niño) (child's date of birth/ fecha de nacimiento del niño)

except my power to consent to marriage and adoption of the child. I hereby give  
con la excepción de dar consentimiento al matrimonio y adopción del niño. Por medio del presente, doy a

\_\_\_\_\_  
(full name of person being appointed/ nombre completo de la persona nombrada)

full authority and power to do everything/ la autoridad y poder pleno de hacer todo lo  
necesario to be done, as fully as I could or might do if personally present, for a period not/  
necesario, de la misma manera como yo podría o pudiera hacer si estuviera personalmente presente, por un  
período que no  
exceeding six months beyond this date. I confirm and ratify all lawful acts done, or caused to be/  
exceda los seis meses después de esta fecha. Hago constar y ratifico toda acción legal hecha o mandada a

done by/ hacer por \_\_\_\_\_  
(full name of person being appointed/ nombre completo de la persona nombrada)

acting under this Delegation of Powers/ actuando conforme con esta Delegación de Poderes  
regarding the care, custody and property of my child. This Delegation of Parental Powers may be/  
referente al cuidado, custodia y bienes de mi hijo. Esta Delegación de Poderes Paternales puede ser  
revoked by me at any time before the expiration of this six-month period by written notice to/  
revocado por mí en cualquier momento antes de la fecha de vencimiento del período de seis meses por medio  
de una notificación escrita al

\_\_\_\_\_ at the address above./ a la dirección de arriba.  
(full name of person being appointed/ nombre completo de la persona nombrada)

WITNESS my hand this/ QUE CONSTE AQUÍ mi firma este \_\_\_\_\_ day of/ día de \_\_\_\_\_,  
20/ del 20 \_\_\_\_.

\_\_\_\_\_  
(your signature/ su firma)

ACKNOWLEDGED before me this/ CERTIFICADO ante mí este \_\_\_\_\_ day of/ día de \_\_\_\_\_,  
20/ del 20 \_\_\_\_.

\_\_\_\_\_  
(Notary Public/Notario Público General)



**INSTRUCTIONS FOR FILLING OUT  
TEMPORARY DELEGATION OF PARENTAL POWERS**

**تعليمات لملء نموذج التفويض المؤقت لصلاحيات الوالدين**

**First Paragraph**

- In the first blank enter your full name.
- In the second blank enter the city where you live.
- In the third blank enter the full name of the person to whom you are appointing parental powers.
- In the fourth blank enter the address, city and state where the person you are appointing resides.
- In the fifth blank enter the full name of the child for whom you are delegating your parental powers.
- In the sixth blank enter the child's date of birth (month, day, and year).
- In the seventh, eighth and ninth blanks enter the full name of the person to whom you are appointing parental powers.

**الفقرة الأولى**

- في الخانة الأولى أدخل اسمك الكامل.
- في الخانة الثانية أدخل اسم المدينة التي تعيش فيها.
- في الخانة الثالثة أدخل الاسم الكامل للشخص الذي تفوض له صلاحيات الوالدين.
- في الخانة الرابعة أدخل عنوان محل الإقامة مع ذكر المدينة والولاية حيث يسكن الشخص الذي تقوم بتعيينه.
- في الخانة الخامسة أدخل الاسم الكامل للطفل الذي تفوض من أجله صلاحيات الوالدين.
- في الخانة السادسة أدخل تاريخ ميلاد الطفل (الشهر، اليوم، والسنة).
- في الخانات السابعة والثامنة والتاسعة أدخل الاسم الكامل للشخص الذي تفوض له صلاحيات الوالدين.

**Final Paragraph:** Enter the month, day, and year you are signing the Temporary Delegation.

**الفقرة الأخيرة :** أدخل الشهر، اليوم، والسنة التي تقوم فيها بالتوقيع على الإيفاد المؤقت.

## VERIFICATION

In the presence of a Notary Public, sign your name. ***DO NOT SIGN THE TEMPORARY DELEGATION UNTIL YOU ARE BEFORE A NOTARY PUBLIC.***

**التحقق**

قم بتوقيع اسمك في حضور موثّق معتمد. **لا توقع الإيفاد المؤقت إلا في حضور موثّق معتمد.**

## TEMPORARY DELEGATION OF PARENTAL POWERS

I, \_\_\_\_\_ of \_\_\_\_\_,  
(your full name) (city where you reside)  
Nebraska, do make and appoint \_\_\_\_\_ of  
(full name of person being appointed)  
\_\_\_\_\_, to act for me and in  
(address, city and state where person being appointed resides)  
my name to exercise all my powers regarding the care, custody and property of  
\_\_\_\_\_, born \_\_\_\_\_,  
(child's full name) (child's date of birth)  
except my power to consent to marriage and adoption of the child. I hereby give  
\_\_\_\_\_ full authority and power to do everything  
(full name of person being appointed)  
necessary to be done, as fully as I could or might do if personally present, for a period  
not exceeding six months beyond this date. I confirm and ratify all lawful acts done, or  
caused to be done by \_\_\_\_\_ acting under this  
(full name of person being appointed)  
Delegation of Powers regarding the care, custody and property of my child. This  
Delegation of Parental Powers may be revoked by me at any time before the expiration  
of this six-month period by written notice to \_\_\_\_\_ at the  
(full name of person being appointed)  
address above.

### تفويض مؤقت لصلاحيات الوالدين

أقوم أنا، \_\_\_\_\_، من مدينة \_\_\_\_\_،  
(اسمك الكامل) (المدينة التي تقيم فيها)  
بولاية نبراسكا، بجعل وتعيين \_\_\_\_\_ من مدينة \_\_\_\_\_  
(الاسم الكامل للشخص الذي يتم تعيينه)  
، ليتصرف بالنيابة عني وباسمي لممارسة جميع صلاحياتي  
(محل الإقامة، والمدينة والولاية، الذي يقيم فيه الشخص الذي يتم تعيينه)  
فيما يتعلق برعاية وحضانة وأملاك \_\_\_\_\_، المولود بتاريخ \_\_\_\_\_،  
(اسم الطفل بالكامل) (تاريخ ميلاد الطفل)

ما عدا صلاحيتي للموافقة على زواج وتبني الطفل. وأمنح بموجبه إلى \_\_\_\_\_  
(الاسم الكامل للشخص الذي يتم تعيينه)

كامل السلطة والصلاحية للقيام بكل ما يلزم عمله، بالقدر الكامل الذي أستطيع أن أفعله أو يجوز أن أفعله لو كنت حاضرا

شخصيا، لفترة لا تتعدى ستة شهور من هذا التاريخ. كما أنني أؤكد وأصدق على كل الأفعال القانونية التي تتم بواسطة

\_\_\_\_\_ أو التي تسبب هو في إتمامها، عملا بمقتضى هذا التفويض للصلاحيات  
(الاسم الكامل للشخص الذي يتم تعيينه)

فيما يتعلق برعاية وحضانة وأملاك طفلي. ويجوز لي إلغاء هذا التفويض لصلاحيات الوالدين في أي وقت قبل انتهاء فترة

السنة شهور بتقديم إشعار كتابي إلى \_\_\_\_\_ على العنوان المبين أعلاه.  
(الاسم الكامل للشخص الذي يتم تعيينه)

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

\_\_\_\_\_  
(your signature)

ACKNOWLEDGED before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

إشهادا لما تقدم أضع بيدي في هذا اليوم \_\_\_\_ من شهر \_\_\_\_\_ ، عام 20\_\_ توقيع علي.

\_\_\_\_\_  
(توقيعك)

أقر بوضع التوقيع أمامي وبحضوري في هذا اليوم \_\_\_\_ من شهر \_\_\_\_\_ ، عام 20\_\_.

\_\_\_\_\_  
(الموثق المعتمد)

# INSTRUCTIONS FOR FILLING OUT TEMPORARY DELEGATION OF PARENTAL POWERS HƯỚNG DẪN CÁCH ĐIỀN ĐƠN TẠM ỦY THÁC QUYỀN HẠN CHA MẸ

This form must be completed in English  
Biểu mẫu này phải được hoàn thành bằng Tiếng Anh

## First Paragraph

In the first blank enter your full name.

In the second blank enter the city where you live.

In the third blank enter the full name of the person to whom you are appointing parental powers.

In the fourth blank enter the address, city and state where the person you are appointing resides.

In the fifth blank enter the full name of the child for whom you are delegating your parental powers.

In the sixth blank enter the child's date of birth (month, day, and year).

In the seventh, eighth and ninth blanks enter the full name of the person to whom you are appointing parental powers.

## Đoạn Thứ Nhất

Trong khoảng trống đầu tiên, ghi họ tên đầy đủ của quý vị .

Trong khoảng trống thứ hai, ghi thành phố nơi quý vị cư ngụ.

Trong khoảng trống thứ ba, ghi họ tên đầy đủ của người mà quý vị muốn ủy quyền làm cha mẹ.

Trong khoảng trống thứ tư, ghi địa chỉ, bao gồm thành phố và tiểu bang nơi người được ủy quyền cư trú.

Trong khoảng trống thứ năm, ghi họ tên đầy đủ của đứa trẻ mà quý vị muốn giao cho người khác tạm có quyền làm cha mẹ.

Trong khoảng trống thứ sáu, ghi ngày sinh của đứa trẻ (tháng, ngày, và năm).

Trong các khoảng trống thứ bảy, thứ tám và thứ chín ghi họ tên đầy đủ của người mà quý vị ủy quyền làm cha mẹ.

**Final Paragraph:** Enter the month, day, and year you are signing the Temporary Delegation.

Đoạn Cuối: Ghi ngày tháng năm khi quý vị ký tên vào Giấy Tạm Ủy Quyền.

## VERIFICATION

In the presence of a Notary Public, sign your name. ***DO NOT SIGN THE TEMPORARY DELEGATION UNTIL YOU ARE BEFORE A NOTARY PUBLIC.***

## PHẦN XÁC NHẬN CHỮ KÝ

Ký tên vào giấy trước mặt Công Chứng Viên. ***PHẢI CHỜ ĐẾN KHI NÀO ĐANG ĐỨNG TRƯỚC MỘT CÔNG CHỨNG VIÊN THÌ MỚI KÝ TÊN VÀO GIẤY TẠM ỦY QUYỀN.***

This form must be completed in English  
Biểu mẫu này phải được hoàn thành bằng Tiếng Anh

## TEMPORARY DELEGATION OF PARENTAL POWERS TẠM ỦY THÁC QUYỀN HẠN CHA MẸ

I/ Tôi, \_\_\_\_\_, of/ hiện đang cư ngụ tại \_\_\_\_\_,  
(your full name) (họ tên đầy đủ của quý vị) (city where you reside) (thành phố nơi quý vị cư trú)

Nebraska, do make and appoint/ Nebraska, nay xin chỉ định và ủy quyền cho

\_\_\_\_\_  
(full name of person being appointed) (họ tên đầy đủ của người được chỉ định)

\_\_\_\_\_  
(address, city and state where person being appointed resides) (địa chỉ, bao gồm thành phố và tiểu bang nơi người được chỉ định cư trú)

to act for me and in my name to exercise all my powers regarding the care, custody and property of/  
để đại diện cho tôi và thi hành tất cả các quyền hạn của một người cha/mẹ thay mặt tôi liên quan đến việc chăm  
sóc, giám hộ và giải quyết tài sản của

\_\_\_\_\_, born/ sinh ngày \_\_\_\_\_,  
(child's full name) (họ tên đầy đủ của đứa trẻ) (child's date of birth) (ngày sinh của đứa trẻ)

except my power to consent to marriage and adoption of the child. I hereby give/ ngoại trừ quyền cho phép giao  
đứa trẻ cho người khác nhận nuôi hay đồng ý cho đứa trẻ kết hôn. Tôi giao toàn quyền cho

\_\_\_\_\_  
(full name of person being appointed) (họ tên đầy đủ của người được chỉ định)

full authority and power to do everything necessary to be done, as fully as I could or might do if personally present,  
for a period not exceeding six months beyond this date. I confirm and ratify all lawful acts done, or caused to be  
done by / để người đó có thể thực hiện mọi việc cần thiết một cách đầy đủ y như chính tôi đã có mặt tại đó để  
thực hiện những việc đó, trong khoảng thời gian không quá sáu tháng kể từ ngày hôm nay. Tôi xác nhận và phê  
chuẩn tất cả các hành động hợp pháp do

\_\_\_\_\_  
(full name of person being appointed) (họ tên đầy đủ của người được chỉ định)

acting under this Delegation of Powers regarding the care, custody and property of my child. This Delegation  
of Parental Powers may be revoked by me at any time before the expiration of this six-month period by written  
notice to/ tự mình làm hay yêu cầu người khác làm chiếu theo Giấy Ủy Quyền Làm Cha Mẹ này và liên quan  
đến việc chăm sóc, giám hộ và giải quyết tài sản của đứa trẻ. Tôi có thể hủy bỏ Giấy Ủy Quyền Làm Cha Mẹ  
này vào bất cứ lúc nào trước kỳ hạn sáu tháng bằng cách gửi văn bản thông báo đến

\_\_\_\_\_ at the address above./ tại địa chỉ nêu trên.

\_\_\_\_\_  
(full name of person being appointed) (họ tên đầy đủ của người được chỉ định)

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

CHỨNG KIẾN chữ ký của tôi, ngày ( ) tháng ( ), 20( ).

\_\_\_\_\_  
(your signature) (chữ ký của quý vị)

ACKNOWLEDGED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CHỮ KÝ ĐƯỢC XÁC NHẬN trước mặt tôi, ngày ( ) tháng ( ), 20( ).

\_\_\_\_\_  
Notary Public Công Chứng Viên

# Nevada

NEVADA

**NRS 159A.205 Appointment of short-term guardianship for minor child by parent:  
When authorized; content of written instrument; term; termination.**

1. Except as otherwise provided in this section or [NRS 127.045](#), a parent, without the approval of a court, may appoint in writing a short-term guardianship for an unmarried minor child if the parent has legal custody of the minor child.

2. The appointment of a short-term guardianship is effective for a minor who is 14 years of age or older only if the minor provides written consent to the guardianship.

3. The appointment of a short-term guardian does not affect the rights of the other parent of the minor.

4. A parent shall not appoint a short-term guardian for a minor child if the minor child has another parent:

(a) Whose parental rights have not been terminated;

(b) Whose whereabouts are known; and

(c) Who is willing and able to make and carry out daily child care decisions concerning the minor,

Ê unless the other parent of the minor child provides written consent to the appointment.

5. The written instrument appointing a short-term guardian becomes effective immediately upon execution and must include, without limitation:

(a) The date on which the guardian is appointed;

(b) The name of the parent who appointed the guardian, the name of the minor child for whom the guardian is appointed and the name of the person who is appointed as the guardian; and

(c) The signature of the parent and the guardian in the presence of a notary public acknowledging the appointment of the guardian. The parent and guardian are not required to sign and acknowledge the instrument in the presence of the other.

6. The short-term guardian appointed pursuant to this section serves as guardian of the minor for 6 months, unless the written instrument appointing the guardian specifies a shorter term or specifies that the guardianship is to terminate upon the happening of an event that occurs sooner than 6 months.



7. Only one written instrument appointing a short-term guardian for the minor child may be effective at any given time.

8. The appointment of a short-term guardian pursuant to this section:

(a) May be terminated by an instrument in writing signed by either parent if that parent has not been deprived of the legal custody of the minor.

(b) Is terminated by any order of a court of competent jurisdiction that appoints a guardian.

**SHORT TERM GUARDIANSHIP  
NRS 159.205  
(Six-Month Informal Guardianship)**

**Instructions and Information**

A short-term guardianship CAN:

- Be used when an emergency arises and someone else is needed to care for your child
- Be terminated at any time by written revocation
- Last six (6) months. It can be renewed every six (6) months. Only one guardianship may be effective at a time.
- Be terminated by a court upon the filing and service of a petition or entry of a custody order
- Be used against you
- Be used for school enrollment; however, schools have the right to require a formal guardianship. It cannot be used to circumvent school attendance zones.

A short-term guardianship CANNOT:

- Be used to obtain medical insurance benefits
- Grant guardianship over an adult
- Take the place of a limited power of attorney
- Be used to deprive a parent of visitation or custody or defeat a court order
- Replace an informed discussion with legal counsel to review other options
- Should not be used if a parent is going on vacation; a statement signed by the parent is sufficient

If the child is 14 years old or older, the child must consent and sign a consent form. If the child has another parent who has any involvement with the child, that parent must also consent to the short term guardianship.

**TEMPORARY GUARDIANSHIP**

I/we, \_\_\_\_\_ and \_\_\_\_\_, the parent(s) of \_\_\_\_\_ hereby appoint, pursuant to NRS 159.205, \_\_\_\_\_ and \_\_\_\_\_ as temporary legal guardian(s) to provide for the care, custody, and control of the minor child(ren). This guardianship appointment includes all necessary authority and power to furnish and provide care and services to the minor child(ren) as may seem necessary, proper or desirable in the child's best interests and welfare; including, but not limited to, food, clothing, shelter, education, and medical-surgical-dental care and treatment.

This appointment has been executed by both parents if living, not divorced and in legal custody of said minor, otherwise by the parent having legal custody. This appointment expires by operation of law six months after the date of its execution. A custodial parent or a court of competent jurisdiction may terminate this appointment at any time within this six-month term.

Signed: \_\_\_\_\_ and \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF NEVADA    )  
                                  )  
COUNTY OF CLARK    )

On \_\_\_\_\_ personally appeared before me, a notary public, \_\_\_\_\_ and \_\_\_\_\_, who personally appeared before me and who acknowledged that he/she/they executed the above instrument.

\_\_\_\_\_  
Notary Public

\*\*\*\*\*

I/we, \_\_\_\_\_ and \_\_\_\_\_, do hereby accept this appointment as guardian and the responsibility for the care, custody, control and further agree to provide proper and necessary subsistence for the support and maintenance of the minor child(ren) and to abide by all federal, state and local laws including rules and regulations of the Clark County School District. I/we also agree to inform the school of enrollment when the child is no longer under my/our control or my/our charge.

Signed: \_\_\_\_\_ and \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF NEVADA    )  
                                  )  
COUNTY OF CLARK    )

On \_\_\_\_\_ personally appeared before me, a notary public, \_\_\_\_\_ and \_\_\_\_\_, and who acknowledged that he/she/they executed the above instrument.

\_\_\_\_\_  
Notary Public

In cases in which the minor is 14 years old or older, the minor must consent in writing to the guardianship. I hereby consent to this temporary guardianship.

\_\_\_\_\_  
Signature of Minor

# New Hampshire

NEW HAMPSHIRE (to be effective January 1, 2025)

461-A:19-a Temporary Agent.

I. Except as provided in paragraph III, a parent or parents of a minor or a guardian or guardians of a minor or incapacitated person may appoint a temporary agent for a period not exceeding 60 days and may delegate to such agent any power that the parent or guardian has regarding the care, custody, or property of the minor child, ward, or incapacitated person, except the power to consent to marriage or the adoption of a minor.

II. Any delegation under this section shall be by a writing signed by, or at the direction of, the parent, parents, guardian, or guardians and attested by at least 2 witnesses 18 years of age or older, neither of whom is the temporary agent, together with the written acceptance of the temporary agent.

III.(a) A parent or guardian subject to a parenting plan may appoint a temporary agent of a minor if the appointment is effective only during that parent's court-ordered parenting time and is in accordance with the parenting plan. If there is no parenting plan in place, a parent or guardian may not appoint a temporary agent of a minor if the minor has another living parent whose whereabouts are known and who is willing and able to safely provide care and custody for the minor, unless the non-appointing parent consents to the appointment in writing.

(b) Subparagraph (a) shall not apply in cases where the non-appointing parent is the subject of a protective order in the parenting plan, a domestic violence restraining order, order of protection, bail conditions prohibiting contact with the child or minors in general, or if the non-appointing parent is under investigation by the division for children, youth and families (DCYF), under investigation by law enforcement for crimes related to children, the subject of a DCYF safety plan, or involved in a case brought pursuant to RSA 169-C.

(c) A parent may not appoint a temporary agent if the appointing parent's parental rights have been terminated or if the parent has signed a voluntary surrender of parental rights. A parent or guardian may also not appoint a temporary agent when a court has ordered that the minor child be placed in the custody of a person other than the parent or guardian, or if the parent is under investigation by DCYF for child abuse or neglect and makes the appointment in an effort to avoid that investigation.

IV. Any delegation under this section may be revoked or amended by the appointing parent, parents, guardian, or guardians and delivered to all interested persons. The authority of the temporary agent may be limited or altered by the court.

2 Effective Date. This act shall take effect January 1, 2025.

# New Jersey

## NEW JERSEY

3B:12-39. Delegation of parent's, custodian's, or guardian's powers regarding child's or minor ward's care, custody or property; limitations.

a. A parent, other than where sole or full legal and physical custody of the parent's minor child has been awarded to another by a court of competent jurisdiction, with the consent of the other parent, unless the other parent is deceased, incapacitated, or unavailable, or a custodian of a minor child who is not that child's parent, with the consent of a parent with whom the custodian shares legal custody, unless that parent is deceased, incapacitated, or unavailable, or a guardian of a minor child or a minor ward may:

by a properly executed power of attorney, delegate to another person any of the parent's, custodian's, or guardian's powers regarding care, custody, or property of the minor child or minor ward.

b. A delegation made under this section shall: (1) expire one year from the effective date of the properly executed power of attorney, provided, however, that the parent, custodian, or guardian shall be permitted to renew the delegation for additional one-year periods using the same process as applies to the original delegation, and may be extended for an additional six months in exigent circumstances; and

(2) may become effective upon proper execution of the power of attorney or upon another activating event specified in a properly executed power of attorney.

c. A parent, custodian, or guardian may revoke a delegation made under this section by notifying the attorney-in-fact named in the power of attorney orally, in writing, or by any other act evidencing a specific intent to revoke the power of attorney.

d. A parent, custodian, or guardian may delegate under this section only such powers as the parent, custodian, or guardian possesses.

e. A delegation made under this section shall not deprive the parent, custodian, or guardian of the parent's, custodian's, or guardian's existing powers regarding care, custody, or property of the minor child or minor ward, but the parent, custodian, or guardian shall exercise such powers, insofar as the parent, custodian, or guardian is able, concurrently with the attorney-in-fact named in the power of attorney. In the event of a disagreement between a parent, custodian, or guardian and the attorney-in-fact regarding the care, custody, or property of the minor child or minor ward, the decision of the parent, custodian, or guardian shall control.

f. Nothing in this section shall be construed to involuntarily deprive any parent of parental rights.

g. As used in this section:

"Activating event" means an event stated in the delegation that empowers the attorney-in-fact to assume the duties of the office. Activating events include, but are not limited to: the execution of a power of attorney pursuant to this section; the parent's, custodian's, or guardian's attending physician concludes that the parent, custodian, or guardian is incapacitated; the parent's, custodian's, or guardian's attending physician concludes that the parent, custodian, or guardian is debilitated; the parent, custodian, or guardian is subject to immigration administrative action; the parent, custodian, or guardian is subject to criminal proceedings; the parent, custodian, or guardian is in military service; or the death of the parent, custodian, or guardian in circumstances in which no testamentary guardianship or other more permanent care arrangement has been made for the minor child or minor ward, provided, however, that in no case shall a power of attorney activated by the death of a parent, guardian, or custodian extend beyond the year that the power of attorney is in effect.

"Attending physician" means the physician who has primary responsibility for the treatment and care for the parent, custodian, or guardian making the delegation . When more than one physician shares this responsibility, or when a physician is acting on the primary physician's behalf, any such physician may act as the attending physician pursuant to this section. When no physician has this responsibility, a physician who is familiar with the parent's, custodian's, or legal guardian's medical condition may act as the attending physician.

"Attorney-in-fact" means the person to whom a parent, custodian, or guardian delegates powers under a properly executed power of attorney pursuant to this section.

"Consent" means written consent of a non-delegating parent as evidenced by that person's signature on the power of attorney, in the presence of two witnesses.

"Criminal proceeding" means any incarceration on criminal charges, including pending charges, or a criminal sentence that separates a parent, custodian, or guardian from a minor child or minor ward.

"Custodian" means a person, other than a parent, who has been granted legal and physical custody of a minor child by a court of competent jurisdiction.

"Debilitated" means the parent, custodian, or guardian has a chronic and substantial inability,



as a result of a physically debilitating illness, disease, or injury, to care for the parent's, custodian's, or guardian's minor child or minor ward.

"Exigent circumstances" means circumstances that render the parent, custodian, or guardian who makes a delegation unable to execute a renewal of the delegation for reasons including, but not limited to, that the parent, custodian, or guardian is debilitated or incapacitated, and that would cause imminent harm or threatened harm to the well-being of the parent's, custodian's, or guardian's minor child or minor ward without such renewal.

"Guardian" means a person who has qualified as a guardian of the person of a minor pursuant to court appointment, including, but not limited to, a kinship legal guardian, but does not mean a person who is serving only as a guardian ad litem.

"Immigration administrative action" means any immigration proceeding, enforcement action, detention, removal, or deportation that separates a parent, custodian, or guardian from a minor child or minor ward.

"Incapacitated" means the parent, custodian, or guardian is impaired by reason of mental illness, intellectual disability, physical illness or disability, substance use disorder, or other cause, except minority, to the extent that the person lacks sufficient capacity to manage the affairs of and provide care for the parent's, custodian's, or guardian's minor child or minor ward, and a consequent inability to make these decisions.

"Military service" means duty by any person in the active military service of the United States or the active military service of the State, including in the National Guard or State Guard, that separates a parent, custodian, or guardian from a minor child or minor ward.

"Minor child" means a child under the age of 18 years but excludes a child residing in a placement funded or approved by the Division of Child Protection and Permanency in the Department of Children and Families pursuant to either a voluntary placement agreement or court order.

"Minor ward" means a minor child for whom a guardian is appointed.

"Parent" means the biological or adoptive parent of a minor child.

"Unavailable" means: a parent who has not been involved in raising or financially supporting the child for two years or a third of the life of the child, whichever is less, immediately preceding the delegation made pursuant to this section; a parent whose identity or whereabouts are unknown; or a parent who cannot be reached after diligent efforts.

h. A delegation made under this section may, but need not, be in the following form:

POWER OF ATTORNEY AND DELEGATION OF AUTHORITY

BY PARENT, CUSTODIAN, OR GUARDIAN CONCERNING MINOR CHILD(REN) OR  
MINOR WARD(S) PURSUANT TO N.J.S. 3B:12-39

This power of attorney is made between (name(s), of parent(s), custodian(s), or guardian(s)), residing at (address(es) of parent(s), custodian(s), or guardian(s)) and reachable at (telephone number(s) of parent(s), custodian(s), or guardian(s)) and (name of alternative caregiver), referred to here as "attorney-in-fact," residing at (home address of alternative caregiver) and reachable at (telephone number of alternative caregiver).

If a parent is signing, the other parent must generally also sign below to show consent. Similarly, if a custodian who shares legal custody with a parent is signing, the parent who shares legal custody must generally also sign below to show consent. If such parent does not sign below, please check off reason(s) to explain why:

Such parent is deceased.

By order of a court of competent jurisdiction, such parent retains neither legal nor physical custody of child(ren).

Such parent is mentally or physically unable to give consent.

Such parent has not been involved in raising or financially supporting child(ren) for two years or a third of the life of the child(ren), whichever is less, immediately preceding the date of the latest signature below.

Identity or whereabouts of such parent are unknown to me.

Despite diligent efforts described below, I was unable to reach such parent.

Diligent efforts included:

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Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we appoint said attorney-in-fact, pursuant to N.J.S.3B:12-39, and delegate to said attorney-in-fact the following powers, all of which I/we possess, concerning the care, custody, and/or property of my/our minor child/minor ward, (name of minor child/minor ward), born on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (add other minor children's or minor wards' names and birthdates as appropriate)

\_\_\_ Care-Giving. The attorney-in-fact shall have temporary care-giving authority for the minor child(ren)/minor ward(s), until such time as the minor child(ren)/minor ward(s) is/are returned to my/our physical custody, or his/her/their custody status is altered by a federal, state, or local agency; or changed by a court of law.

\_\_\_ Well-Being. The attorney-in-fact shall have the power to provide for the physical and mental well-being of the minor child(ren)/minor ward(s), including, but not limited to, providing food and shelter.

\_\_\_ Education. The attorney-in-fact shall have the authority to enroll the minor child(ren)/minor ward(s) in the appropriate educational institutions; obtain access to his/her/their school records; authorize his/her/their participation in school activities; and make any and all decisions related to his/her/their education, including, but not limited to, those related to special education.

\_\_\_ Health Care. The attorney-in-fact shall have the authority, to the same extent that a parent/custodian/guardian would have the authority, to make medical, dental, and mental health decisions; to sign documents, waivers, and releases required by a hospital or physician; to access medical, dental, or mental health records concerning the minor child(ren)/minor ward(s); to authorize the minor child(ren)/minor ward(s)' admission to or discharge from any hospital or medical care facility; to consult with any health care provider; to consent to the provision, withholding, modification, or withdrawal of any health care procedure; and to make other decisions related to the health care needs of the minor child(ren)/minor ward(s).

\_\_\_ Travel. The attorney-in-fact shall have the authority to make travel arrangements on behalf of the minor child(ren)/minor ward(s) for destinations both inside and outside of the United States by air and/or ground transportation; to accompany the minor child(ren)/minor ward(s) on any such trips; and to make any and all related arrangements on behalf of the minor child(ren)/minor ward(s), including, but not limited to, hotel accommodations.

\_\_\_ Financial Interests. The attorney-in-fact may handle any and all financial affairs and any and all personal and legal matters concerning the minor child(ren)/minor ward(s).

\_\_\_ All Other Powers. The attorney-in-fact shall have the authority to handle and engage in any and all other matters relating to the care, custody , and property of the minor child(ren)/minor ward(s) which are permitted pursuant to applicable State law.

By this delegation , I/we provide that the attorney-in-fact's authority shall take effect upon the following "activating event(s)" (check all that apply):

\_\_\_ The execution of this document on the latest date below; or

\_\_\_ My attending physician concludes that I am incapacitated, and thus unable to care for my minor child(ren)/minor ward(s); or

\_\_\_ My attending physician concludes that I am physically debilitated, and thus unable to care for my minor child(ren)/minor ward(s); or

\_\_\_ I am detained in immigration detention, removed, or deported; or

\_\_\_ I am incarcerated based on criminal charges, including pending charges, or conviction; or

\_\_\_ I am deployed in military service; or

\_\_\_ Upon my death, if I have made no more permanent care arrangements for my minor child or minor ward; or

\_\_\_ Other (specify reason).

In the event that the person designated above is unable or unwilling to act as attorney-in-fact to my minor child(ren)/minor ward(s), I hereby name (name, address, and telephone number of alternate attorney-in-fact), as alternate attorney-in-fact of my minor child(ren)/minor ward(s).

I/we understand that this delegation will expire one year from the execution of this document on the latest date below, and that the authority of the attorney-in-fact, if any, will cease, unless by that date (i) I renew this delegation , by the same process applicable to the original delegation ; (ii) a court of competent jurisdiction appoints a custodian, guardian, or standby guardian for the minor child(ren)/minor ward(s); or (iii) exigent circumstances make it impossible for me to renew this delegation , and I have not made alternative care arrangements for my minor

child(ren)/minor ward(s).

I/we hereby authorize that the attorney-in-fact as set forth above shall be provided with a copy of my/our attending physician's statement(s), if applicable.

In the event that an activating event occurs and a power of attorney is activated pursuant to this statement, I declare that it is my intention to retain full parental rights to the extent consistent with my condition and circumstances and, further, that I retain the authority to revoke the power of attorney consistent with my rights herein at any time.

Parent's/Custodian's/Guardian's Signature:

Date:

Signature of other parent or of parent who shares legal custody with a custodian who signed above:

Date:

Witness's Signature:

Address:

Date:

Witness's Signature:

Address:

Date:

**POWER OF ATTORNEY**

This power of attorney over the herein named minors is made pursuant to N.J.S.A. 3B:12-39 between:

**PARENT/GUARDIAN(S):**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Whose address and telephone number are: \_\_\_\_\_

\_\_\_\_\_

Who state there is no court order or other legal prohibitions now in effect that would prevent him/her/them from exercising this authority,

**AND ALTERNATIVE CAREGIVER:** \_\_\_\_\_,  
(Name)

Whose address and telephone number are: \_\_\_\_\_

\_\_\_\_\_

Who is hereby designated as the alternative caregiver/ power of attorney/attorney, in fact.

**If only one parent is signing, please indicate the reason:**

- \_\_\_ Death of other parent
- \_\_\_ Custody of other parent removed by court order
- \_\_\_ Parent lacks mental or physical capacity to consent
- \_\_\_ Other, please explain: \_\_\_\_\_.

**For the following child(ren)/minor(s):**

- a. \_\_\_\_\_ date of birth: \_\_\_\_\_
- b. \_\_\_\_\_ date of birth: \_\_\_\_\_
- c. \_\_\_\_\_ date of birth: \_\_\_\_\_

d. \_\_\_\_\_ date of birth: \_\_\_\_\_

**For the following duration (choose one):**

\_\_\_ For a period of 6 months or until revocation by either parent, whichever is sooner, from the last date of signature below.

\_\_\_ For a specific period, not to exceed 6 months, from: \_\_\_\_\_ to: \_\_\_\_\_ or until revocation, whichever is sooner.

**I/We hereby appoint the named attorney in fact to provide for the physical and emotional well-being of the named child(ren)/Minor(s) and delegate to said attorney in fact the following powers over the custody, care and property of the child(ren)/minor(s)/incapacitated person(s) (check all that apply):**

\_\_\_ **Education.** The attorney in fact shall have temporary authority over all educational decisions for the child including those related to special education, enrolling or disenrolling the child(ren)/minor(s) in school, accessing the child(ren)'s education records, and enrolling them in extracurricular activities.

\_\_\_ **Health.** The attorney in fact shall have temporary authority to make all medical, dental and mental health decisions for the child(ren)/minor(s) as a parent would have, including authorizing any waivers or provisions for care, consulting with health care providers, and accessing any necessary and related medical records.

\_\_\_ **Caregiving.** The attorney in fact shall have temporary authority over all caregiving decisions regarding the named children/minors/incapacitated persons for the duration of the delegation of authority.

\_\_\_ **Financial/Legal.** The attorney in fact shall have temporary authority over all financial and legal decisions concerning the child(ren)/minor(s)/incapacitated person(s).

\_\_\_ **Travel.** The attorney in fact shall have authority to make all travel decisions and arrangements regarding the child for destinations

\_\_\_ **Other specific authority:** \_\_\_\_\_

Pursuant to N.J.S.A. 3B:12-39 these enumerated powers do not include the authority to consent to the marriage or adoption of any herein named child/minor/incapacitated person.

Either parent or guardian reserves the right to revoke or modify this power of attorney at any time.

This document is temporary and, upon expiration, must be specifically renewed.

\_\_\_\_\_  
Signature of Parent/Guardian #1

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Signature of Parent/Guardian #2

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Witness Signature #1

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Witness Signature #2

\_\_\_\_\_  
Date of Signature



STATE OF NEW JERSEY :

ss.:

COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED, that on \_\_\_\_\_, 20\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_, who, I am satisfied, is the person named in and who executed the foregoing Durable Power of Attorney, and he/she did acknowledge that he/she executed it as his/her voluntary act for the uses and purposes expressed therein.

---

Notary Public

STATE OF NEW JERSEY :

ss.:

COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED, that on \_\_\_\_\_, 20\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_, who, I am satisfied, is the person named in and who executed the foregoing Durable Power of Attorney, and he/she did acknowledge that he/she executed it as his/her voluntary act for the uses and purposes expressed therein.

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Notary Public

# New Mexico

NEW MEXICO

**45-5-104. Delegation of powers by parent or guardian.**

A parent or a guardian of a minor or an incapacitated person, by an acknowledged power of attorney, may delegate to another person, for a period not exceeding six months, any of the parent's or guardian's powers regarding care, custody or property of the minor child or protected person, except the power to consent to marriage or adoption of a minor protected person.

# Power of Attorney

## WHAT IS A POWER OF ATTORNEY?

A Power of Attorney is a legal document in which a parent authorizes another adult to act in the parent's place on behalf of the child. A Power of Attorney is a "permission slip" which tells others, such as doctors or teachers, that when a parent's signature is needed, the other adult has authority to sign in place of a parent. By signing a Power of Attorney the parent does not give up any parental rights.

**The parent retains all legal rights.** With a Power of Attorney, the parent shares the authority to make decisions with a designated adult.

In any Power of Attorney, the parent decides:

- which duties he/she wishes to share with the other adult, and
- the length of time that the Power of Attorney will be in effect.

A Power of Attorney can be used for a limited purpose such as taking a child to a specific doctor appointment or registering a child for school. A Power of Attorney can also be used for broad purposes such as all decisions regarding care, custody, or property of the minor child for a six-month period.

A Power of Attorney is **only valid for up to six (6) months**. A Power of Attorney can be revoked by the parent at any time.

## WHEN TO USE A POWER OF ATTORNEY

Powers of Attorney should be used when:

- a parent has left his/her child in the custody of another person and is not able to be contacted should an emergency arise; or
- a child is living in a separate home from his/her parents; or
- an adult other than a parent is the child's main caregiver.

## DIRECTION FOR SIGNING A POWER OF ATTORNEY

- A Power of Attorney must be signed by a parent or legal guardian in the presence of a Notary Public.
- The Caregiver keeps the original Power of Attorney with them as proof of their authority to make decisions on behalf of a child.

When a parent has given a Power of Attorney to a primary caregiver of a child, the caregiver should have the following documents for their records:

1. Original notarized copy of the Power of Attorney
2. Child's Birth Certificate
3. Child's Medicaid or other insurance card

This Form is authorized by New Mexico Statute: 45-5-104 NMSA 1978.

# POWER OF ATTORNEY for a minor child

I declare that I am the PARENT and/or LEGAL GUARDIAN,

PARENT NAME	
BIRTH DATE	
SOCIAL SECURITY #	
CITY/STATE of RESIDENCE	

of this minor CHILD,

CHILD NAME	
BIRTH DATE	
SOCIAL SECURITY #	
CITY/STATE of RESIDENCE	

Pursuant to Statute 45-5-104 NMSA, I do hereby appoint this CAREGIVER, my true and lawful attorney in fact, to act in my name, place and stead, in the event that I am unavailable and a decision must be made and/or authorization given for the above named child for any of my powers regarding care, custody or property of the minor child or protected person, including, but not limited to medical treatment, education matters, participation in religious or recreational activities. *I understand I am not, and cannot, delegate the power to consent to marriage or adoption of a minor protected person.* I authorize the Caregiver in this event to take any and all steps, as fully and for all intents and purposes as I might do or could do if personally present. I understand that pursuant to the statute this power of attorney terminates six (6) months from the date executed and I may renew it at that time.

CAREGIVER NAME	
BIRTH DATE	
SOCIAL SECURITY #	
CITY/STATE of RESIDENCE	

I declare under penalty or perjury under the laws of the state of New Mexico that the foregoing is true and correct.

\_\_\_\_\_  
PARENT or LEGAL GUARDIAN SIGNATURE

\_\_\_\_\_  
Print Parent Name

## NOTARY PUBLIC ACKNOWLEDGMENT

*(Photo Identification, Signature Witnessing & Notary Seal Required)*

This affidavit was subscribed, sworn to and acknowledged before me this, the \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires

(Seal)

New York

## **NY General Obligations Law**

### **§ 5-1551. Power of parent to designate a person in parental relation**

A parent of a minor or incapacitated person may designate another person as a person in parental relation to such minor or incapacitated person pursuant to sections twenty-one hundred sixty-four and twenty-five hundred four of the public health law and sections two and thirty-two hundred twelve of the education law for a period not exceeding six months provided that there is no prior order of any court in any jurisdiction currently in effect that would prohibit such parent from himself or herself exercising the same or similar authority, and provided further, that, in the case where a court has ordered that both parents must agree on education or health decisions regarding the child, a designation pursuant to this subdivision shall not be valid unless both parents have consented thereto. Such designation shall be in the form prescribed by section 5-1552 of this title, and may be presented to any school, health care provider or health plan that requires such designation by either the parent or the designee.

### **§ 5-1552. Form of designation**

1. Designations in general. A designation of a person in parental relation pursuant to this title shall be in writing and shall include: the name of the parent, the name of the designee, the name of each minor or incapacitated person with respect to whom such designation is made, the parent's signature, and the date of such signature. The designation may specify a period of time less than twelve months for which such designation shall be valid unless earlier revoked by such parent pursuant to section 5-1554 of this title, provided that any designation specifying a period of more than thirty days shall also conform to the provisions of subdivision two of this section.

2. Designations for more than thirty days. A designation specifying a period of more than thirty days shall also include: an address and telephone number where the parent can be reached, an address and telephone number where the designee can be reached, the date of birth of each minor or incapacitated person with respect to whom such designation is made, the date or contingent event on which the designation commences, the written consent of the designee to such designation, and a statement that there is no prior order of any court in any jurisdiction currently

in effect prohibiting such parent from making the designation. A designation specifying a period of more than thirty days shall be notarized.

3. Designations not specifying a time period. If no time period is specified in a designation, it shall be valid until the earlier of revocation or the expiration of thirty days from the date of signature if the designation does not meet the requirements of subdivision two of this section, or twelve months from the date of commencement specified therein if the designation meets the requirements of subdivision two of this section.

**NY Public Health Law § 2504. Enabling certain persons to consent for certain medical, dental, health and hospital services**

1. Any person who is eighteen years of age or older, or is the parent of a child or has married, may give effective consent for medical, dental, health and hospital services for himself or herself, and the consent of no other person shall be necessary.

2. Any person who has been married or who has borne a child may give effective consent for medical, dental, health and hospital services for his or her child. Any person who has been designated pursuant to title fifteen-A of article five of the general obligations law<sup>1</sup> as a person in parental relation to a child may consent to any medical, dental, health and hospital services for such child for which consent is otherwise required which are not: (a) major medical treatment as defined in subdivision (a) of section 80.03 of the mental hygiene law; (b) electroconvulsive therapy; or (c) the withdrawal or discontinuance of medical treatment which is sustaining life functions.

3. Any person who is pregnant may give effective consent for medical, dental, health and hospital services relating to prenatal care.

4. Medical, dental, health and hospital services may be rendered to persons of any age without the consent of a parent or legal guardian when, in the physician's judgment an emergency exists and the person is in immediate need of medical attention and an attempt to secure consent would result in delay of treatment which would increase the risk to the person's life or health.



5. Where not otherwise already authorized by law to do so, any person in a parental relation to a child as defined in section twenty-one hundred sixty-four of this chapter and, (i) a grandparent, an adult brother or sister, an adult aunt or uncle, any of whom has assumed care of the child and, (ii) an adult who has care of the child and has written authorization to consent from a person in a parental relation to a child as defined in section twenty-one hundred sixty-four of this chapter, may give effective consent for the immunization of a child. However, a person other than one in a parental relation to the child shall not give consent under this subdivision if he or she has reason to believe that a person in parental relation to the child as defined in section twenty-one hundred sixty-four of this chapter objects to the immunization.
6. Anyone who acts in good faith based on the representation by a person that he is eligible to consent pursuant to the terms of this section shall be deemed to have received effective consent.

**New York Education Law § 3212. Definition of persons in parental relation and their duties; duties of certain other persons**

1. Definition. As used in this article, a person in parental relation to another individual shall include his father or mother, by birth or adoption, his step-father or step-mother, his legally appointed guardian, or his custodian. A person shall be regarded as the custodian of another individual if he has assumed the charge and care of such individual because the parents or legally appointed guardian of such individual have died, are imprisoned, are mentally ill, or have been committed to an institution, or because, they have abandoned or deserted such individual or are living outside the state or their whereabouts are unknown, or have designated the person pursuant to title fifteen-A of article five of the general obligations law<sup>1</sup> as a person in parental relation to the child.
2. Duties of persons in parental relation. Every person in parental relation to another individual included by the provisions of part one of this article:
- a. Shall submit at the time such individual begins to attend upon instruction evidence of age as required for the issuance of an employment certificate, or show that such evidence cannot be produced. When such evidence cannot be produced, or when circumstances exist which reasonably indicate that such individual may be a missing child, the superintendent of schools or his or her

authorized representative shall report and make inquiry to the statewide central register for missing children pursuant to section eight hundred thirty-seven-e of the executive law. If such child appears to match a child registered with the statewide central register for missing children, or one registered with the national crime information center register, the superintendent or his or her authorized representative shall immediately contact the local law enforcement authority. No civil or criminal liability shall arise or attach to any school district or employee thereof for any act or omission to act as a result of, or in connection with, the duties or activities authorized or directed by this paragraph.

b. Shall cause such individual to attend upon instruction as hereinbefore required, and to comply with the provisions of part one of this article with respect to the employment or occupation of minors in any business or service whatever.

c. Shall cause such individual to be placed in proper physical condition to attend upon required instruction, if his physical condition is remediable by the taking of reasonable measures.

d. Shall furnish proof that an individual who is not attending upon instruction at a public or parochial school in the city or district where the person in parental relation resides is attending upon required instruction elsewhere. Failure to furnish such proof shall be presumptive evidence that such individual is not attending.

e. Shall furnish, with respect to an individual from seventeen to twenty-one years of age, on demand of a duly authorized representative of the school authorities, satisfactory proof that he is able to speak, read and write English as required for the completion of the fifth year of the elementary school course of study, or cause such individual to submit to an examination to determine his ability in these respects.

3. Exception. A person in parental relation to another individual included by the foregoing provisions of this section shall not be subject thereto if it can be shown that he is unable to control such individual.

4. Duties of certain individuals from sixteen to twenty-one years of age. An individual from sixteen to twenty-one years of age, if not under the control of a person in parental relation, shall comply with such requirements of part one of this article as are applicable.

5. Duties of other persons.

a. No person shall induce another individual to absent himself from attendance upon required instruction or harbor him while he is absent or aid or abet him in violating any provision of part one of this article.

b. No person shall interfere with an attendance officer in the lawful pursuit of his duties, or neglect or refuse to answer his lawful inquiries.

c. No person shall violate any provision of part one of this article in relation to employment of minors, duties of employers, issuance or transfer of any paper authorizing the employment of minors.

d. No person shall make a false oral or written statement in or in relation to any employment certificate or other paper required by part one of this article as to any matter required to appear therein.

*e. Repealed.*

f. No person shall present as his own any substitute, altered or transferred certificate or badge.

6. Birth certificates. For the purpose of part one of this article, the board of health upon request shall furnish to the school authorities, or to the person in parental relation to a minor, or to an individual from seventeen to twenty-one years of age, a duly certified transcript of the birth certificate, filed according to law, of an individual from five to twenty-one years of age.

## **New York Surrogate's Court Practice**

### **§ 1726. Standby guardians**

1. For the purpose of this section:

(a) "Standby guardian" means (i) a person judicially appointed pursuant to subdivision three of this section as standby guardian of the person and/or property of an infant whose authority becomes effective upon the incapacity, administrative separation, or death of the infant's parent, legal guardian, legal custodian or primary caretaker or upon the consent of the parent, legal guardian, legal custodian or primary caretaker; and (ii) a person designated pursuant to subdivision four of this section as standby guardian whose authority becomes effective upon the death, administrative separation, or incapacity of the infant's parent, legal guardian, legal custodian or primary caretaker or upon the debilitation and consent of the parent, legal guardian, legal custodian or primary caretaker.

(b) "Legal guardian" means the court-appointed guardian of the infant's person and/or property.

(c) "Attending physician" means the physician who has primary responsibility for the treatment and care of the infant's parent, legal guardian, legal custodian or primary caretaker. Where more than one physician shares such responsibility, or where a physician is acting on the attending physician's behalf, any such physician may act as the attending physician pursuant to this section. Where no physician has such responsibility, any physician who is familiar with the parent's, legal guardian's, legal custodian's or primary caretaker's medical condition may act as the attending physician pursuant to this section.

(d) "Debilitation" means a chronic and substantial inability to care for one's dependent infant, as a result of (i) a progressively chronic or irreversibly fatal illness, or (ii) a physically debilitating illness, disease or injury. "Debilitated" means the state of having a debilitation.

(e) "Incapacity" means a chronic and substantial inability, as a result of mental impairment, to understand the nature and consequences of decisions concerning the care of one's dependent infant, and a consequent inability to care for such infant. "Incapacitated" means the state of having an incapacity.

(f) "Administrative separation" means a parent, legal guardian, legal custodian or primary caretaker's (i) in connection with a federal immigration matter: arrest, detention, incarceration, removal and/or deportation; or (ii) receipt of official communication by federal, state, or local

authorities regarding immigration enforcement which gives reasonable notice that care and supervision of the child by the parent, legal guardian, legal custodian, or primary caretaker will be interrupted or cannot be provided.

2. The provisions of this article relating to guardians shall apply to standby guardians, except insofar as this section provides otherwise.

3. (a) A petition for the judicial appointment of a standby guardian of the person and/or property of an infant pursuant to this subdivision may be made only by a parent, a legal guardian of the infant or a legal custodian of the infant; or where the infant is not residing with a parent, legal guardian or legal custodian and, to the satisfaction of the court, such parent, legal guardian or legal custodian cannot be located with due diligence, the primary caretaker of such infant may petition for a judicial appointment of such standby guardian. Application for standing to petition as a primary caretaker shall be upon motion to the court upon notice to such parties as the court may direct.

(b) A petition for the judicial appointment of a standby guardian of an infant shall, in addition to meeting the requirements of section seventeen hundred four of this article:

(i) State whether the authority of the standby guardian is to become effective upon the petitioner's incapacity, upon the petitioner's death, upon the petitioner's consent, or upon the petitioner's administrative separation accompanied by his or her consent required pursuant to the provisions of subdivision seven of this section, or upon whichever occurs first;

(ii) State that the petitioner suffers from (A) a progressively chronic illness; (B) an irreversibly fatal illness and the basis for such statement, such as the date and source of a medical diagnosis, without requiring the identification of the illness in question, or (C) state that the petitioner may become subject to administrative separation and the basis for such statement.

(c) Upon a petition for the judicial appointment of a standby guardian of an infant pursuant to paragraph (a) of this subdivision or for the judicial appointment of a guardian pursuant to paragraph (d) of subdivision four of this section, the court shall conduct a hearing. The court may in its discretion dispense with a hearing for the appointment of a standby guardian, and may in its discretion appoint a guardian ad litem or an attorney for the infant to recommend whether the appointment of a standby guardian as proposed in the application is in the best interest of the infant.

(d)(i) If the court finds that the petitioner suffers from a progressively chronic illness or an irreversibly fatal illness, or finds that the petitioner may become subject to administrative separation, and that the interests of the infant will be promoted by the appointment of a standby guardian of the person and/or property it must make a decree accordingly.

(ii) Such decree shall specify whether the authority of the standby guardian is effective upon the receipt of a determination of the petitioner's incapacity, upon the receipt of the certificate of the petitioner's death, or other such evidence of death that may be satisfactory to the court, or upon the receipt of documentation of the petitioner's administrative separation, and receipt of the petitioner's consent to the commencement of the standby guardian's authority required pursuant to the provisions of subdivision seven of this section, or upon whichever occurs first. The decree shall also provide that the authority of the standby guardian may earlier become effective upon written consent of the parent pursuant to subparagraph (iv) of paragraph (e) of this subdivision.

(iii) If at any time prior to the commencement of the authority of the standby guardian the court finds that the requirements of subparagraph (i) of this paragraph are no longer satisfied, it may rescind such decree.

(e)(i) Where the decree provides that the authority of the standby guardian is effective upon receipt of a determination of the petitioner's incapacity, the standby guardian's authority shall commence upon the standby guardian's receipt of a copy of a determination of incapacity made pursuant to subdivision six of this section. The standby guardian shall file a copy of the determination of incapacity with the court that issued the decree within ninety days of the date of receipt of such determination or the standby guardian's authority may be rescinded by the court.

(ii) Where the decree provides that the authority of the standby guardian is effective upon receipt of a certificate of the petitioner's death, or other such evidence of death that may be satisfactory to the court, the standby guardian's authority shall commence upon the standby guardian's receipt of a certificate of death, or other such evidence of death as may be specified in the decree. The standby guardian shall file the certificate of death, or other such evidence of death, with the court that issued the decree within ninety days of the date of the petitioner's death or the standby guardian's authority may be rescinded by the court.

(iii) Where the decree provides that the authority of the standby guardian is effective upon the standby guardian's receipt of documentation of the petitioner's administrative separation, the

standby guardian's authority shall commence upon the standby guardian's receipt of documentation of the petitioner's administrative separation pursuant to subdivision seven of this section, and receipt of the petitioner's consent to the commencement of the standby guardian's authority as required pursuant to the provisions of subdivision seven of this section. The standby guardian shall file the documentation of administrative separation with the court that issued the decree within sixty days of the date of the standby guardian's receipt of documentation of the petitioner's administrative separation or the standby guardian's authority may be rescinded by the court.

(iv) Notwithstanding subparagraphs (i) and (ii) of this paragraph, a standby guardian's authority shall commence upon the standby guardian's receipt of the petitioner's written consent to such commencement, signed by the petitioner in the presence of two witnesses at least eighteen years of age, other than the standby guardian, who shall also sign the writing. Another person may sign the written consent on the petitioner's behalf and at the petitioner's direction if the petitioner is physically unable to do so, provided such consent is signed in the presence of the petitioner and the witnesses. The standby guardian shall file the written consent with the court that issued the decree within ninety days of the date of receipt of such written consent or the standby guardian's authority may be rescinded by the court.

(f) The petitioner may revoke a standby guardianship created under this subdivision by executing a written revocation, filing it with the court that issued the decree, and promptly notifying the standby guardian of the revocation.

(g) A person judicially appointed standby guardian pursuant to this subdivision may at any time before the commencement of his or her authority renounce the appointment by executing a written renunciation and filing it with the court that issued the decree, and promptly notifying the petitioner of the revocation.

4. (a) A parent, a legal guardian, a legal custodian, or primary caretaker under the circumstances described in paragraph (a) of subdivision three of this section or under circumstances described in subparagraph (i) of paragraph (b) of this subdivision may designate a standby guardian by means of a written designation, signed by the parent, legal guardian, legal custodian or primary caretaker in the presence of two witnesses at least eighteen years of age, other than the standby guardian, who shall also sign the writing. Another person may sign the written designation on the parent's, legal guardian's, legal custodian's or primary caretaker's behalf and at the parent's, legal guardian's,

legal custodian's or primary caretaker's direction if the parent, legal guardian, legal custodian or primary caretaker is physically unable to do so, provided the designation is signed in the presence of the parent, legal guardian, legal custodian or primary caretaker and the witnesses.

(b)(i) A designation of a standby guardian shall identify the parent, legal guardian, legal custodian or primary caretaker, the infant and the person designated to be the standby guardian, and shall indicate that the parent, legal guardian, legal custodian or primary caretaker intends for the standby guardian to become the infant's guardian in the event the parent, legal guardian, legal custodian or primary caretaker either: (A) becomes incapacitated; (B) becomes debilitated and consents to the commencement of the standby guardian's authority; (C) becomes subject to an administrative separation and consents to the commencement of the standby guardian's authority as required pursuant to the provisions of subdivision seven of this section; or (D) dies prior to the commencement of a judicial proceeding to appoint a guardian of the person and/or property of an infant.

(ii) A parent, legal guardian, legal custodian or primary caretaker may designate an alternate standby guardian in the same writing, and by the same manner, as the designation of a standby guardian.

(iii) A designation may, but need not, be in the following form:

#### Designation of Standby Guardian

(NOTE: As used in this form, the term "parent" shall include a parent, a court-appointed guardian of an infant's person or property, a legal custodian, or a primary caretaker, and the term "child(ren)" shall include the dependant<sup>1</sup> infant of a parent, court-appointed guardian, legal custodian or primary caretaker

I (name of parent) hereby designate (name, home address and telephone number of standby guardian) as standby guardian of the person and property of my child(ren) (name of child(ren)).

(You may, if you wish, provide that the standby guardian's authority shall extend only to the person, or only to the property, of your child, by crossing out "person" or "property", whichever is inapplicable, above.)

The appointment of

\_\_\_\_\_



as the standby guardian of the person and property of my child(ren) would be in the best interests of my child(ren) because: (Insert justification for appointment of this person as the standby guardian)

.

The standby guardian's authority shall take effect: (1) if my doctor concludes in writing that I am mentally incapacitated, and thus unable to care for my child(ren); (2) if my doctor concludes in writing that I am physically debilitated, and thus unable to care for my child(ren) and I consent in writing, before two witnesses, to the standby guardian's authority taking effect; (3) If I become subject to an administrative separation such that care and supervision of the child will be interrupted or cannot be provided; or (4) upon my death.

In the event the person I designate above is unable or unwilling to act as guardian for my child(ren), I hereby designate (name, home address and telephone number of alternate standby guardian), as standby guardian of my child(ren).

I also understand that my standby guardian's authority will cease sixty days after commencing unless by such date he or she petitions the court for appointment as guardian.

I understand that I retain full parental, guardianship, custodial or caretaker rights even after the commencement of the standby guardian's authority, and may revoke the standby guardianship at any time.

Signature:

Address:

Date:

I declare that the person whose name appears above signed this document in my presence, or was physically unable to sign and asked another to sign this document, who did so in my presence. I

further declare that I am at least eighteen years old and am not the person designated as standby guardian.

Witness' Signature:

Address:

Date:

Witness' Signature:

Address:

Date:

(iv) Notwithstanding paragraphs (a) and (b) of this subdivision, a designation of standby guardian shall be effective as if made in accordance with the requirements of this subdivision if it was validly made: (a) where the parent, legal guardian, legal custodian or primary caretaker was domiciled at the time it was executed; (b) in the jurisdiction where it was executed or (c) where the parent, legal guardian, legal custodian or primary caretaker is domiciled at the time the designation becomes effective.

(c) The authority of the standby guardian under a designation shall commence upon either: (i) the standby guardian's receipt of a copy of a determination of incapacity made pursuant to subdivision six of this section; (ii) the standby guardian's receipt of (A) a copy of a determination of debilitation made pursuant to subdivision six of this section and (B) a copy of the parent's, legal guardian's, legal custodian's or primary caretaker's written consent to such commencement, signed by the parent, legal guardian, legal custodian or primary caretaker in the presence of two witnesses at least eighteen years of age, other than the standby guardian, who shall also sign the writing. Another person may sign the written consent on the parent's, legal guardian's, legal custodian's or primary caretaker's behalf and at the parent's, legal guardian's, legal custodian's or primary caretaker's direction if the parent, legal guardian, legal custodian or primary caretaker is physically

unable to do so, provided such consent is signed in the presence of the parent, legal guardian, legal custodian or primary caretaker and the witnesses; (iii) an administrative separation and consent as required pursuant to the provisions of subdivision seven of this section or (iv) the standby guardian's receipt of a certificate of death, funeral home receipt or other such document indicating that the parent, legal guardian, legal custodian or primary caretaker has died. The standby guardian shall file a petition pursuant to paragraph (d) of this subdivision within sixty days of the date of its commencement pursuant to this paragraph or such standby guardian's authority shall cease after such date, but shall recommence upon such filing.

(d) The standby guardian may file a petition for appointment as guardian after receipt of either: (i) a copy of a determination of incapacity made pursuant to subdivision six of this section; or (ii) (A) a copy of a determination of debilitation made pursuant to subdivision six of this section and (B) a copy of the parent's, legal guardian's, legal custodian's or primary caretaker's written consent, pursuant to paragraph (c) of this subdivision; (iii) documentation of an administrative separation and consent as required pursuant to the provisions of subdivision seven of this section; or (iv) a certificate of death, or other such evidence of death that may be satisfactory to the court. Such petition must, in addition to meeting the requirements of section seventeen hundred four of this article:

(i) append the written designation of such person as standby guardian; and

(ii) append a copy of: (A) the determination of incapacity of the parent, legal guardian, legal custodian or primary caretaker; or (B) the determination of debilitation and the parental, guardian's, custodian's or caretaker's consent; (C) documentation of an administrative separation and consent as required pursuant to the provisions of subdivision seven of this section; or (D) a copy of the parent's, legal guardian's, legal custodian's or primary caretaker's death certificate, or other such evidence of death that may be satisfactory to the court; and

(iii) if the petition is by a person designated as alternate standby guardian, state that the person designated as standby guardian is unwilling or unable to act as standby guardian, and the basis for such statement.

(e) Subject to the provisions of paragraph (c) of subdivision three of this section, if the court finds that the petitioner was duly designated as standby guardian, that the parent, legal guardian, legal custodian or primary caretaker of the infant is (i) incapacitated, (ii) debilitated and consents, (iii)

has become subject to an administrative separation and consents as required pursuant to the provisions of subdivision seven of this section, or (iv) has died, as established by a copy of a death certificate or other such evidence of death as may be satisfactory to the court, that the interests of the infant will be promoted by the appointment of a standby guardian of the person and/or property, and that, if the petition is by a person designated as alternate standby guardian, the person designated as standby guardian is unwilling or unable to act as standby guardian, it must make a decree accordingly. Prior to making its finding, the court may, in its discretion, appoint an attorney for the infant to recommend whether the appointment of the standby guardian as proposed in the petition is in the best interests of the infant.

(f) The parent, legal guardian, legal custodian or primary caretaker may revoke a standby guardianship created under this subdivision: (i) by executing a subsequent designation of guardianship pursuant to paragraphs (a) and (b) of this subdivision, or (ii) notwithstanding the provisions of sections seventeen hundred ten and seventeen hundred eleven of this article, in the case of a standby guardian whose authority becomes effective upon the death of the parent, legal guardian, legal custodian or primary caretaker of the infant, by a subsequent designation of standby guardian set forth in a will of the parent, legal guardian, legal custodian or primary caretaker, or (iii) by notifying the standby guardian verbally or in writing or by any other act evidencing a specific intent to revoke the standby guardianship prior to the filing of a petition. Where the petition has already been filed, by executing a written revocation, filing it with the court where the petition was filed, and promptly notifying the standby guardian of the revocation.

5. The standby guardian may also file a petition for appointment as guardian in any other manner permitted by this article or article six of the family court act, on notice to the parent, legal guardian, legal custodian or primary caretaker and may append a designation of standby guardian to the petition for consideration by the court in the determination of such petition.

6. (a) A determination of incapacity or debilitation must: (i) be made by the attending physician to a reasonable degree of medical certainty; (ii) be in writing; and (iii) contain the attending physician's opinion regarding the cause and nature of the parent's, legal guardian's, legal custodian's or primary caretaker's incapacity or debilitation as well as its extent and probable duration. The attending physician shall provide a copy of the determination of incapacity or debilitation to the standby guardian, if the standby guardian's identity is known to the physician.

(b) If requested by the standby guardian, an attending physician shall make a determination regarding the parent's, legal guardian's, legal custodian's or primary caretaker's incapacity or debilitation for purposes of this section.

(c) The standby guardian shall ensure that the parent, legal guardian, legal custodian or primary caretaker is informed of the commencement of the standby guardian's authority as a result of a determination of incapacity and of the parent's, legal guardian's, legal custodian's or primary caretaker's right to revoke such authority promptly after receipt of the determination of incapacity, provided there is any indication of the person's ability to comprehend such information.

7. Documentation of an administrative separation (a) shall consist of an administrative order, judicial order, affidavit or affirmation indicating the parent, legal guardian, legal custodian or primary caretaker's administrative separation as defined in this section and (b) shall be accompanied by written consent of the parent, legal guardian, legal custodian, or primary caretaker, signed by the parent, legal guardian, legal custodian, or primary caretaker in the presence of two witnesses at least eighteen years of age, other than the standby guardian, who shall also sign the writing. Consent contained in the formal petition submitted pursuant to subdivision three of this section or the written designation made pursuant to subdivision four of this section shall be sufficient to satisfy the requirement for consent set forth in this subdivision.

8. The commencement of the standby guardian's authority pursuant to a determination of incapacity, determination of debilitation, administrative separation, or consent shall not, itself, divest the parent, legal guardian, legal custodian or primary caretaker of any parental, guardianship, custodial or caretaker rights, but shall confer upon the standby guardian concurrent authority with respect to the infant.

9. (a) The clerk of any county upon being paid the fees allowed therefor by law shall receive for filing any instrument appointing or designating a standby guardian pursuant to this section made by a domiciliary of the county, and shall give a written receipt therefor to the person delivering it. The filing of an appointment or designation of standby guardian shall be for the sole purpose of safekeeping and shall not affect the validity of the appointment or designation.

(b) The appointment or designation shall be delivered only to: (i) the parent, legal guardian, legal custodian or primary caretaker who appointed or designated the standby guardian; (ii) the standby

guardian or alternate standby guardian; (iii) the person designated as standby guardian or alternate standby guardian; or (iv) any other person directed by the court.

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**DESIGNATION OF PERSON IN PARENTAL RELATIONSHIP**  
Pursuant to section 5-1551 of the New York State General Obligations Law.

1. I, \_\_\_\_\_, hereby state that I am the parent of the child/children/incapacitated person(s) named below and there are no court orders now in effect in any jurisdiction that would prohibit me from exercising the power that I now seek to authorize.

2. The address and telephone number(s) where I can be reached while this designation is in effect is:

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: Home ( ) Work ( )  
Other ( ) \_\_\_\_\_

3. I am temporarily entrusting \_\_\_\_\_, a person over the age of eighteen who resides at \_\_\_\_\_ New York, \_\_\_\_\_ telephone number ( ) the care of the following child/children/incapacitated person(s):

NAME:	DATE OF BIRTH:
NAME:	DATE OF BIRTH:
NAME:	DATE OF BIRTH:
NAME:	DATE OF BIRTH:

4. Any authority granted to the person in parental relationship pursuant to this form shall be valid (check appropriate box and initial):

\_\_\_\_ a. for 12 months from the date of signature of this designation, or until the date of revocation, whichever occurs first (must include all parties' addresses and telephone numbers and be signed by all parties in the presence of a notary public); or

\_\_\_\_ b. for 30 days from the date of signature of this designation, or until the date of revocation, whichever occurs first; or

\_\_\_\_ c. from \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (date) until and including \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (date), or until the date of revocation, whichever occurs first; or

\_\_\_\_ d. commencing upon \_\_\_\_\_ (state event) and continuing until \_\_\_\_\_ or until the date of revocation, whichever occurs first.

5. As to the above named child/children/incapacitated person(s), the person in parental relationship named above is authorized to:  
(check those that apply)

- review school records
- enroll in school
- excuse absences from school
- consent to participation in school program and/or school-sponsored activity
- consent to school-related medical care\*
- enroll in health plans
- consent to immunizations\*
- consent to general health care\*
- consent to medical procedures\*
- consent to dental care
- consent to developmental screening
- consent to mental health examination and/or treatment

\* Except as prohibited by Section 2504 of the Public Health Law

Any of the above authorizations may be further limited by conditions defined by the parent, and, if limited, the limitations are written below (e.g., the parent may grant the authority to consent to a mental health examination, subject to the condition that they cannot be reached by telephone or other electronic means).



6. I further authorize the person in parental relationship to request, receive and review, and be granted full and unlimited access to, and obtain complete unredacted copies of any and all of health, medical, financial information and/or any information and/or records as defined in 45 CFR. §164.501 and regulated by the Standards for Privacy of Individually Identifiable Health Information found in 65 Fed. Reg. 82462 as protected private records or otherwise covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, for each child/incapacitated person listed in paragraph 3 above. I understand that the information contained in such health and medical records may include information relating to sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), AIDS-related complex (ARC) and human immunodeficiency virus (HIV), behavioral or mental health services, treatment for alcohol and/or drug abuse and/or addiction. I further understand that I may have access to and/or receive an accounting of the information to be used or disclosed as provided in 45 CFR §164.524, et seq. I further understand that authorizing the disclosure of this health information is voluntary; that I can refuse to sign this authorization. I further understand that any disclosure of this information carries with it the potential for an unauthorized further disclosure of this information by third parties and that such further disclosure may not be protected under HIPAA. In order to induce the disclosing party to disclose the aforesaid private and/or protected confidential information, I forever release and hold harmless said disclosing party who relies upon this instrument from any liability under confidentiality rules arising under HIPAA as a consequence of said disclosure.

7. NOTICE TO PARENTS AND PERSONS IN PARENTAL RELATION: Authorization pursuant to this form is valid until the earlier of revocation by a parent or the date specified in paragraph 4 above. Any parent having signed this designation may revoke such authorization at will, and may notify relevant schools and health care providers of such revocation. A person in parental relationship who receives notification from a parent of such revocation shall forthwith notify any school, health care provider or health plan to which an authorization pursuant to this subdivision has been presented. Failure by the person in parental relation to notify recipients of the authorization or the revocation shall not make notification of revocation by the parent ineffective.

This authorization is temporary, but may be renewed by the parent(s). However, parents and persons in parental relationship involved in a long-term, care-giving arrangement may seek a more permanent legal arrangement by commencing a judicial proceeding to appoint legal guardianship or to determine custody.

Note: All signatures below must be notarized if authorization is for a period exceeding 30 days.

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (Parent's signature) \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

8. I, \_\_\_\_\_, am also the parent of the child/children/incapacitated person(s) named herein, there is a court order directing that both parents must agree on education and/or health decisions concerning such child/children/incapacitated person(s), and I hereby consent to this designation by my signature below.

The address and telephone number(s) where I can be reached while this designation is in effect is:

Address: \_\_\_\_\_

Telephone: Home ( ) - \_\_\_\_\_ Work: ( ) - \_\_\_\_\_

Other: ( ) - \_\_\_\_\_

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (Parent's signature) \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

9. I, \_\_\_\_\_, the person designated in parental relationship for the child/children/incapacitated person(s) named herein, hereby consent to this designation by my signature below.

Dated: \_\_\_ / \_\_\_ / \_\_\_ Signature \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

Instructions for DESIGNATION OF PERSON IN PARENTAL RELATIONSHIP, pursuant to section 5-1551 of the New York State General Obligations Law.

### **PURPOSE OF THIS FORM:**

This form will allow you to designate another person to make medical and educational decisions for your child(ren) or incapacitated person(s) in your care if you can't do so yourself for a specific period of time. This authorization can only be used for a period of up to 12 months. If you will need to have your child(ren)/incapacitated person(s) in the care of someone else for more than 12 months, you may wish to consider other options.

If there is a court order that requires both parents to agree on education and/or health decisions regarding the child(ren), then both parents must sign the form. If not, only one parent's signature is required.

You keep all of your parental rights with this authorization and can cancel (revoke) this authorization at any time. The person you designate will be able to talk with your child(ren)'s school, teachers and medical providers, and will be able to make routine decisions. The person you designate will not be able to give consent for surgery or other major medical procedures but will be able give consent for routine medical matters. If you do not want the person you designate to be able to make certain decisions, such as decisions concerning immunizations, you can specify that with this form. If the person you designate makes a decision concerning your child(ren)/incapacitated person(s) that you do not agree with, you can override that decision.

The person designated must agree to be "a person in parental authority," and will not be required to assume responsibility for financial support of the child(ren)/incapacitated person(s). Your child(ren) will not have to change their school district if that person resides in another school district. In the event of your death or incapacitation, this designation automatically terminates.

### **INSTRUCTIONS FOR USING THIS FORM:**

**Paragraph 1:** Fill in your full legal name in the space provided. If there is a court order in effect that requires both parents to sign, the other parent will fill in their name in the space provided in Paragraph 7.

**Paragraph 2:** Fill in your address and telephone number(s). If this information is not included, the authorization will not be valid for more than 30 days. Use the address where you will be staying during the period this authorization is in effect, even if it is not your legal residence. For example, if this authorization is to be used while you are hospitalized, you would use the hospital's address.

**Paragraph 3:** Fill in the name, address, and telephone number of the person whom you wish to designate as able to make educational and/or health decisions for your child(ren)/incapacitated person(s). Fill in the name(s) and date(s) of birth for EACH child/incapacitated person.

**Paragraph 4:** Specify how long you wish this authorization to be in effect by checking the appropriate box and initialing next to it. Remember, you can always revoke (cancel) this designation sooner if you wish. Information about how to do that is included toward the end of these instructions.

- **Use (a)** if you want this designation to be valid for 12 months. If you choose this option, you must provide the address and telephone number for the parent(s) and the other person, and all the signatures must be notarized.

- **Use (b)** if you want this designation to be valid for 30 days. You do not have to include addresses and telephone numbers with this choice, but it is suggested that you do so in the event that medical or educational care providers need to contact you.

- **Use (c)** if you want to use specific dates, for a period of less than or more than 30 days. Remember, this designation cannot be used for more than 12 months, and you must include addresses, telephone numbers, and notarized signatures if you want it to be good for more than 30 days.

- **Use (d)** if you want this designation to begin when something specific, such as in the event you are hospitalized. For this, you write the specific event in the first space provided (example: "When I am admitted to a hospital") and write the date or the event upon which the designation should expire in the second space (example: "30 days later" or "when I am released from the hospital"). Again, you must include addresses, telephone numbers, and notarized signatures if you want it to be good for more than 30 days.

**Paragraph 5:** List each of the things you wish the person you designate to be able to do. Cross out and initial EACH item that you do NOT wish to allow the person you designate to perform. If there are other things you want to prevent the person from doing, use the blank lines below the list to write those down. For example, if you want to be contacted before any mental health examination is performed, you can write that in the space provided.

**Paragraph 6:** This paragraph allows the person you designated to have access to your child(ren)'s/incapacitated person(s)' medical records and medical information.

**Paragraph 7:** This provides some information regarding this form. The parent whose name appears in Paragraph 1 then signs and dates the form. If this authorization is to be in effect for a period of more than 30 days, the signature must be notarized. In this case, you need to take the form to a notary public before you sign it, and sign the form in front of that notary public, who will then also sign the form to indicate that they witnessed your signature. If don't do this, the authorization will automatically expire after 30 days.

**Paragraph 8:** If there is a court order in effect that requires both parents to agree on education and/or health decisions regarding the child(ren), then the other parent will fill in their full legal name, address, and telephone number in the spaces provided. As with the first parent, they do not have to provide their address and telephone number if the authorization is for a period of 30 days or less, but may wish to. They must provide this information, and sign the form in front of a notary public, if the authorization is to be good for more than 30 days. If there is no court order in effect that requires both parents to agree, you can leave this paragraph blank.

**Paragraph 9:** Fill in the full legal name of the person to be designated "in parental relationship" to the child(ren)/incapacitated person(s). They then sign and date the form, to show that they agree to be a person in parental relationship. If this authorization is to be good for more than 30 days, they will also need to sign the form in front of a notary public.

## **OTHER INFORMATION:**

- Major medical treatment: The person you designate **CANNOT** give consent for "major medical treatment" which is any medical, surgical, or diagnostic intervention or procedure where a general anesthetic is used or which involves any significant risk or any significant invasion of bodily integrity requiring an incision or producing substantial pain, discomfort, debilitation, or having a significant recovery period. This does not include: any routine diagnosis or treatment such as the administration of medications other than chemotherapy for non-psychiatric conditions or nutrition or the extraction of bodily fluids for analysis; electroconvulsive therapy; dental care performed with a local anesthetic; any procedures which are provided under emergency circumstances, pursuant to section twenty-five hundred four of the public health law; the withdrawal or discontinuance of medical treatment which is sustaining life functions; or sterilization or the termination of a pregnancy.

For example, the person designated can give consent for a child/incapacitated person to have standard dental procedures, such as fillings, but not dental surgery where they would be unconscious during the procedure, such as having their wisdom teeth extracted. A parent's consent will still be required for major medical procedures.

- Revoking this designation: In order to revoke (cancel) the authorization, you simply have to tell the person you designated that you wish to do so, and they are required to notify the appropriate education and medical providers that the authorization has been terminated. While the parent is not required to do this in writing, or to notify the child(ren)/incapacitated person(s) education and medical providers that they have revoked the authorization, they may want to, so that there is no confusion. If two parents signed the form, either parent can cancel the designation by themselves, you do not need both parents.

DESIGNATION OF STANDBY GUARDIAN (SCPA 1726 (3))

I \_\_\_\_\_, hereby designate \_\_\_\_\_,  
(Name of Parent) (Name of Designee)

\_\_\_\_\_ and \_\_\_\_\_  
(Address) (Telephone No.)

as standby guardian of the  person,  property or  person and property of my child(ren), namely

\_\_\_\_\_  
(Name of child(ren))

The appointment of \_\_\_\_\_, as standby guardian of the  
(Name of Designee/Standby Guardian)

person and/or property of my children would be in their best interests because \_\_\_\_\_

The standby guardian's authority shall take effect: (1) if my doctor concludes in writing that I am mentally incapacitated, and thus unable to care for my child(ren); (2) if my doctor concludes in writing that I am physically debilitated, and thus unable to care for my child(ren) and I consent in writing, before two witnesses, to the standby guardian's authority taking effect; (3) If I become subject to an administrative separation such that care and supervision of the child will be interrupted or cannot be provided; or (4) upon my death.

In the event the person I designate above is unable or unwilling to act as guardian for my child(ren), I hereby designate \_\_\_\_\_,

(Name) (Address)

\_\_\_\_\_ as standby guardian of my child(ren).

(Telephone No.)

I also understand that my standby guardian's authority will cease sixty days after commencing unless by such date he or she petitions the court for appointment as guardian.

I understand that I retain full parental, guardianship, custodial or caretaker rights even after the commencement of the standby guardian's authority, and may revoke the standby guardianship at any time.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Petitioner)

\_\_\_\_\_  
(Print Name)

I declare that the person whose name appears above signed this document in my presence, or was physically unable to sign and asked another to sign this document, who did so in my presence. I further declare that I am at least eighteen years old and am not the person designated as standby guardian.

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness's Signature

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness's Signature

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES

**DESIGNACIÓN DE UNA PERSONA EN UNA RELACIÓN PATERNAL/MATERNAL**

De acuerdo con la Sección 5-1551 de la Ley de Obligaciones Generales del Estado de Nueva York  
(*New York State General Obligations Law*)

1. Yo, \_\_\_\_\_, por la presente declaro que soy el padre/madre del niño(a)/niños(as)/persona(s) discapacitada(s) mencionada(s) a continuación y que no existe hasta la fecha una Orden Judicial en vigencia en ninguna jurisdicción que me prohíba ejercer la autoridad que ahora exijo ejercer.

2. El domicilio y el/los número(s) de teléfono(s) donde se me puede ubicar mientras esta designación esté en vigencia es/son:

Domicilio: \_\_\_\_\_  
\_\_\_\_\_

Teléfono: Particular ( ) \_\_\_\_\_; Trabajo ( ) \_\_\_\_\_  
(Otro) \_\_\_\_\_

3. Temporalmente otorgo a \_\_\_\_\_, persona mayor de dieciocho años de edad que reside en \_\_\_\_\_, \_\_\_\_\_, Nueva York, número de teléfono ( ) \_\_\_\_\_, el cuidado del siguiente niño(a)/niños(as)/persona(s) discapacitada(s):

\_\_\_\_\_ {NOMBRE} fecha de nacimiento \_\_\_\_\_

\_\_\_\_\_ {NOMBRE} fecha de nacimiento \_\_\_\_\_

\_\_\_\_\_ {NOMBRE} fecha de nacimiento \_\_\_\_\_

\_\_\_\_\_ {NOMBRE} fecha de nacimiento \_\_\_\_\_

4. Toda autoridad otorgada a la persona en una relación paternal/maternal en virtud de este formulario tendrá validez (marque la casilla apropiada y coloque sus iniciales):

\_\_\_\_\_ a. durante seis meses desde la fecha de la firma de esta designación o hasta la fecha de la revocación, lo que ocurra primero (debe incluir los domicilios y los números de teléfono de todas las partes, y todas las partes deben firmar ante la presencia de un notario público); o

\_\_\_\_\_ b. durante treinta días desde la fecha de la firma de esta designación o hasta la fecha de la revocación, lo que ocurra primero; o

\_\_\_\_\_ c. desde \_\_\_\_\_ (fecha) hasta e inclusive \_\_\_\_\_ (fecha) o hasta la fecha de la revocación, lo que ocurra primero; o

\_\_\_\_\_ d. a partir de \_\_\_\_\_

(indique el evento) y continuará hasta \_\_\_\_\_ o hasta la fecha de la revocación, lo que ocurra primero.

5. En lo que respecta al niño(a)/niños(s)/persona(s) discapacitada(s) mencionada(s) previamente, la persona designada en una relación paternal/maternal tiene la autoridad para: (tache y coloque sus iniciales en cualquier apartado que no corresponda)

- a. revisar los registros escolares;
- b. realizar inscripciones en la escuela;
- c. excusar inasistencias escolares;
- d. autorizar la participación en programas escolares y/o actividades patrocinadas por la escuela;
- e. autorizar la atención médica relacionada con la escuela\*;
- f. realizar inscripciones en planes médicos;
- g. autorizar inmunizaciones\*;
- h. autorizar la atención médica general\*;
- i. autorizar procedimientos médicos\*;
- j. autorizar la atención dental;
- k. autorizar evaluaciones de desarrollo; y/o
- l. autorizar un examen de salud mental y/o tratamiento

\*Excepto lo que se prohíba de acuerdo con la Sección 2504 de la Ley de Salud Pública.

Cualquiera de las autorizaciones previas puede estar sujeta a limitaciones adicionales, conforme a condiciones estipuladas por el padre/madre, y, en caso de limitarse la autoridad, las limitaciones se indicarán a continuación (por ej. el padre/madre puede otorgar la autorización para un examen de salud mental, sujeto a la condición de que no se le contacte por teléfono o por otros medios electrónicos).

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6. Además, yo autorizo a la persona en una relación paternal/maternal a solicitar, recibir y revisar, y a tener acceso pleno e ilimitado, y a obtener copias completas no redactadas de todo y cualesquiera información de salud, médica, financiera y/o cualesquiera información y/o registros según se define en 45 CFR. § 164.501 y regulado por los Estándares de Privacidad de la Información Médica Identificable Individualmente (*Standards for Privacy of Individually Identifiable Health Information*) que aparece en la Reg. Fed. 65 82462 como registros privados protegidos o de otro modo cubiertos bajo la Ley de Portabilidad y Responsabilidad de Seguro Médico de 1996 (*Health Insurance Portability and Accountability Act—HIPAA*), Ley Pública 104-191, por cada niño(a)/persona discapacitada enumerada en el párrafo 3 precedente. Entiendo que la información que aparece en dichos registros médicos y de salud puede incluir información pertinente a enfermedades de transmisión sexual, síndrome de inmunodeficiencia adquirida (SIDA), complejo relacionado con el SIDA (ARC) y el virus de inmunodeficiencia humano (VIH), servicios por trastornos de conducta o salud mental, tratamiento por alcoholismo y/o abuso de drogas y/o adicción. Asimismo entiendo que puedo tener acceso a y/o recibir una reseña de la información a ser utilizada o divulgada según se dispone en 45 CFR § 164.524, et seq. Asimismo entiendo que autorizar la divulgación de esta información médica es un acto voluntario, y que puedo rehusarme a firmar esta autorización. Asimismo entiendo que cualquier divulgación de esta información conlleva el potencial de una divulgación no autorizada de esta información por parte de terceros, y que dicha divulgación puede no estar protegida bajo la HIPAA. A fin de inducir a la parte reveladora a divulgar la información privada y/o confidencial previamente mencionada, eximo o excuso para siempre a dicha parte reveladora, quien se basa en este instrumento, de cualesquiera responsabilidad u obligación que pudiera surgir en virtud del reglamento de confidencialidad conforme a la HIPAA a causa de dicha divulgación.

7. NOTIFICACIÓN A LOS PADRES Y PERSONAS EN UNA RELACIÓN PATERNAL/MATERNAL: La autorización de acuerdo con este formulario es válida hasta lo que ocurra primero: la revocación por parte del padre/madre o la fecha especificada en el párrafo 4 precedente. El padre/madre que firmó esta designación podrá revocarla a voluntad, y podrá notificar a las escuelas pertinentes y a los proveedores de atención médica sobre dicha revocación. Una persona en una relación paternal/maternal que reciba notificación de un padre/madre sobre tal revocación deberá notificar a las escuelas, a los proveedores de atención médica o a los planes médicos ante quienes se presentó una autorización en virtud de esta subdivisión. En la eventualidad de que la persona en una relación paternal/maternal no notifique a los destinatarios sobre la autorización o la revocación, esto no anulará la efectividad de la notificación de revocación por parte de los padres.

Esta autorización es temporal, pero puede ser renovada por los padres. No obstante, los padres y las personas en una relación paternal/maternal involucrados en un acuerdo de cuidado a largo plazo pueden procurar un acuerdo legal más permanente iniciando un procedimiento judicial para designar un tutor(a) legal o determinar la custodia.

Nota: Todas las firmas a continuación se deben autenticar si la autorización es por un período que excede los 30 días

Fecha:

(Firma del padre/madre) \_\_\_\_\_

Juramentado ante mí este

\_\_\_ día de \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notario Público

8. Yo, \_\_\_\_\_, soy también el padre/madre del niño(a)/niños(as)/persona(s) discapacitada(s) mencionada(s) en la presente, reconozco que existe también una Orden Judicial que indica que ambos padres deben estar de acuerdo con las decisiones sobre la educación y/o la salud relacionadas con dicho niño(s)/niños(as)/persona(s) discapacitada(s) y por la presente acepto esta designación mediante mi firma que estampo a continuación.

El domicilio y el/los número(s) de teléfono(s) en los que se me puede ubicar mientras esta designación esté en vigencia es/son:

Domicilio: \_\_\_\_\_  
\_\_\_\_\_

Teléfono: Particular ( ) \_\_\_\_\_; Trabajo ( ) \_\_\_\_\_  
Otro ( ) \_\_\_\_\_

Fecha:

(Firma del padre/madre) \_\_\_\_\_

Juramentado ante mí este

\_\_\_ día de \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notario Público

9. Yo, \_\_\_\_\_, la persona designada en una relación paternal/maternal para el niño(a)/niños(as)/persona(s) discapacitada(s) mencionadas en el presente formulario, acepto esta designación mediante mi firma que estampo a continuación.

Fechado:

(Firma) \_\_\_\_\_

Juramentado ante mí

\_\_\_ día de \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notario Público

Instrucciones para la DESIGNACIÓN DE UNA PERSONA EN UNA RELACIÓN PATERNAL/MATERNAL, de acuerdo con la Sección 5-1551 de la Ley de Obligaciones Generales del Estado de Nueva York (*New York State General Obligations Law*).

**OBJETIVO DE ESTE FORMULARIO:**

Este formulario le permite designar a otra persona para que tome decisiones médicas y educacionales para su hijo(a)/hijos(as) o persona(s) discapacitada(s) bajo su cuidado si usted no puede hacerlo por sí mismo(a) durante un período de tiempo específico. Esta autorización sólo se puede usar por un período de hasta seis meses. Si usted necesita que su hijo(a)/hijos(as)/persona(s) discapacitada(s) estén bajo el cuidado de otra persona durante más de seis meses, quizás desee considerar otras opciones.

Si existe una Orden Judicial que exija que ambos padres estén de acuerdo con respecto a las decisiones sobre educación y/o salud de sus hijos, entonces ambos padres deben firmar este formulario. En caso contrario, sólo se requiere la firma del padre/madre.

Usted conserva todos sus derechos paternos/maternos con esta autorización, y puede cancelar (revocar) esta autorización en cualquier momento. La persona que usted designe tendrá la autoridad para hablar con el personal de la escuela que atienda a su(s) hijo(s), maestros y proveedores de atención médica y podrá tomar decisiones de rutina. La persona que usted designe no podrá autorizar una cirugía u otro procedimiento médico importante, pero podrá autorizar asuntos médicos de rutina. Si usted no quiere que la persona que designe esté autorizada para tomar ciertas decisiones, como por ejemplo decisiones sobre vacunación, puede especificarlo en el formulario. Si la persona que usted designe toma una decisión con respecto a su hijo(a)/hijos(as)/persona(s) discapacitada(s) con la que usted no está de acuerdo, puede anular dicha decisión.

La persona que usted designe debe aceptar ser una "persona con autoridad paternal/maternal", y no estará obligada a asumir responsabilidad por la manutención financiera del niño(a)/niños(as)/persona(s) discapacitada(s). Su hijo(a)/hijos(as) no tendrá(n) que cambiar de distrito escolar si esa persona reside en otro distrito escolar. En la eventualidad de su muerte o discapacidad, esta designación terminará automáticamente.

**INSTRUCCIONES PARA EL USO DE ESTE FORMULARIO:**

**Párrafo 1:** Escriba su nombre legal completo en el espacio provisto. Si existe una Orden Judicial en vigencia que exige que ambos padres firmen, el otro padre/madre escribirá su nombre en el espacio provisto en el Párrafo 7.

**Párrafo 2:** Escriba su domicilio y número(s) de teléfono. En caso de no incluirse esta información, la autorización no tendrá validez por más de treinta días. Escriba el domicilio donde vivirá durante el período en que esté vigente esta autorización, aunque no sea su domicilio legal. Por ejemplo, si esta autorización se utilizará durante su hospitalización, debe escribir el domicilio del hospital.

**Párrafo 3:** Escriba el nombre, el domicilio y el número de teléfono de la persona a quien desea designar para que tome decisiones educacionales y/o de salud para su hijo(s)/persona(s) discapacitada(s). Escriba el/los nombre(s) y la(s) fecha(s) de nacimiento para CADA niño(a)/persona discapacitada.

**Párrafo 4:** Especifique durante cuánto tiempo quiere que esta autorización esté en vigencia marcando la casilla correspondiente y colocando sus iniciales al lado. Recuerde, puede revocar (cancelar) esta designación antes de esa fecha si así lo desea. Al final de estas instrucciones se incluye información sobre cómo hacerlo.

- **Use (a)** si quiere que esta designación tenga validez por seis meses. Si elige esta opción, debe indicar el domicilio y el número de teléfono del padre/madre y la otra persona, y todas las firmas deben estar autenticadas.

- **Use (b)** si quiere que esta designación tenga validez por treinta días. No es necesario que incluya los domicilios y los números de teléfono con esta opción, pero le sugerimos que lo haga en caso de que los proveedores médicos o educacionales necesiten ponerse en contacto con usted.

- **Use (c)** si quiere usar fechas específicas, por un período de menos o más de treinta días. Recuerde, esta designación no se puede usar por más de seis meses, y debe incluir los domicilios, los números de teléfono y las firmas autenticadas si quiere que tenga validez por más de treinta días.

- **Use (d)** si quiere que esta designación comience con un evento específico, como por ejemplo si usted es hospitalizado(a). En tal caso, debe escribir el evento específico en el espacio en blanco provisto (ejemplo: "Cuando sea admitido(a) en un hospital") y escribir la fecha o el evento cuando venza la designación en el segundo espacio (ejemplo: "treinta días más tarde" o "cuando sea dado(a) de alta del hospital"). Nuevamente, debe incluir los domicilios, los números de teléfono y las firmas autenticadas si quiere que la designación tenga validez por más de treinta días.

**Párrafo 5:** Enumere las cosas que desea que la persona que usted designe tenga autoridad para hacer. Tache y coloque sus iniciales en CADA inciso para indicar que la persona designada NO tiene autoridad para hacerlo. Si hay otras cosas que quiere impedir que la persona haga, enumérelas en los renglones en blanco que aparecen debajo de la lista. Por ejemplo, si quiere que se comuniquen con usted antes de la realización de cualquier examen de salud mental, puede especificarlo en el espacio provisto.

**Párrafo 6:** Este párrafo permite que la persona que usted designe tenga acceso al historial clínico e información médica de su hijo(a)/hijos(as)/persona(s) discapacitada(s).

**Párrafo 7:** Aquí encontrará cierta información sobre este formulario. El padre/madre cuyo nombre aparece en el Párrafo 1 luego firma y fecha el formulario. Si esta autorización estará en vigencia por un período de más de treinta días, la firma debe ser autenticada. En este caso, debe llevar el formulario a un notario público antes de firmarlo, y firmar el formulario ante ese notario público, que a su vez también firmará el formulario para indicar que ha sido testigo de su firma. Si no lo hace, esta autorización vencerá automáticamente en treinta días.

**Párrafo 8:** Si existe una Orden Judicial en vigencia que exige que ambos padres estén de acuerdo con respecto a las decisiones sobre la educación y/o la salud de sus hijos, entonces el otro padre/madre escribirá su nombre legal completo, domicilio y número de teléfono en los espacios provistos. Al igual que el primer padre/madre, no es necesario que indique su domicilio y número de teléfono si la autorización es por un período de treinta días o menos, pero quizás desee hacerlo. Se debe proporcionar esta información y firmar el formulario ante un notario público, si la autorización estará en vigencia por más de treinta días. Si no existe una Orden Judicial en vigencia que exija que ambos padres estén de acuerdo, puede dejar este párrafo en blanco.

**Párrafo 9:** Escriba el nombre legal completo de la persona que será designada "en una relación paternal/maternal" con el niño(a)/niños(as)/persona(s) discapacitada(s). Luego la persona debe firmar y fechar el formulario, para mostrar que acepta ser una persona en una relación paternal/maternal. Si esta autorización estará vigente por más de treinta días, también se tendrá que firmar ante un notario público.

## **OTRA INFORMACIÓN:**

- Tratamiento médico importante: La persona que usted designe **NO PUEDE** autorizar un "Tratamiento médico importante", lo que se refiere a cualquier intervención o procedimiento médico, quirúrgico o de diagnóstico en el que se utilice anestesia general o que conlleve un riesgo significativo o cualquier invasión considerable de la integridad corporal que requiera una incisión o produzca dolor significativo, molestias, debilitamiento o tenga un período de recuperación prolongado. Esto no incluye: cualquier diagnóstico o tratamiento de rutina como por ejemplo la administración de medicamentos a excepción de quimioterapia para condiciones no psiquiátricas o nutrición o la extracción de fluidos corporales para ser analizados; terapia electro-convulsiva; atención dental con anestesia local; cualquier procedimiento que se realice a causa de una emergencia, en virtud de la sección dos mil quinientos cuatro de la ley de salud pública; la cancelación o interrupción de un tratamiento médico que mantiene las funciones vitales; o la esterilización o la terminación de un embarazo.

Por ejemplo, la persona designada puede autorizar que un niño(a)/persona discapacitada reciba un tratamiento dental estándar, como por ejemplo el empaste de caries, pero no una cirugía dental en la que la persona estará inconsciente durante el procedimiento, tal como en una extracción de la muela de juicio. Se requerirá el consentimiento del padre/madre para los procedimientos médicos importantes.

- Revocación de esta designación: A fin de revocar (cancelar) esta autorización, sólo tiene que informarle a la persona que designó que desea hacerlo, y él/ella debería notificar a los proveedores educacionales y médicos correspondientes que la autorización ha sido cancelada. Si bien no es necesario que el padre/madre haga la revocación por escrito, o notifique a los proveedores médicos y educacionales del niño(s)/persona(s) discapacitada(s) que ha revocado la autorización, quizás prefiera hacerlo para evitar cualquier tipo de confusión. Si ambos padres firmaron el formulario, tanto el padre como la madre puede cancelar la designación; es decir, no es necesario que ambos padres lo hagan.



BUREAU DES SERVICES DE L'AIDE À L'ENFANCE ET AUX FAMILLES  
 (OFFICE OF CHILDREN AND FAMILY SERVICES) DE L'ÉTAT DE NEW YORK (NEW YORK STATE)

**DÉLÉGATION D'AUTORITÉ PARENTALE**

Conformément à l'Article 5-1551 de la Loi sur les obligations générales de l'État de New York (New York State General Obligations Law)

1. Je soussigné(e), \_\_\_\_\_, déclare par la présente que je suis le parent de l'enfant ou des enfants/de la ou des personnes handicapées nommés ci-dessous et qu'il n'y a aucune ordonnance judiciaire en vigueur dans une quelconque juridiction qui m'empêcherait d'exercer le pouvoir que je cherche maintenant à autoriser.

2. L'adresse et le ou les numéros de téléphone où l'on peut me joindre pendant que cette délégation d'autorité parentale est en vigueur sont comme suit :

Adresse : \_\_\_\_\_  
 \_\_\_\_\_

Téléphone : privé ( ) - \_\_\_\_\_ ; professionnel ( ) - \_\_\_\_\_

Autre ( ) - \_\_\_\_\_

3. Je confie temporairement à \_\_\_\_\_, une personne ayant plus de dix-huit ans qui réside chez moi au \_\_\_\_\_ à New York, dont le numéro de téléphone est le ( ) - \_\_\_\_\_, la garde de l'enfant ou des enfants/ de la ou des personnes handicapées suivants :

(NOM)	Date de naissance / /
(NOM)	Date de naissance / /
(NOM)	Date de naissance / /
(NOM)	Date de naissance / /

4. Toute autorité parentale conférée à la personne en vertu du présent formulaire est valable (cochez la case appropriée et paraphez) :

\_\_\_\_\_ a. pendant 12 mois à compter de la date de la signature de la présente délégation ou jusqu'à la date de révocation, selon la première éventualité (qui doit inclure les adresses et numéros de téléphone de toutes les parties et être signée par toutes les parties en présence d'un notaire); ou

\_\_\_\_\_ b. pendant 30 jours à compter de la date de la signature de la présente délégation ou jusqu'à la date de révocation, selon la première éventualité ; ou

\_\_\_\_\_ c. à compter du \_\_\_\_/\_\_\_\_/\_\_\_\_ (date) jusqu'au \_\_\_\_/\_\_\_\_/\_\_\_\_ (date), ou jusqu'à la date de révocation, selon la première éventualité; ou

\_\_\_\_\_ d. à compter de \_\_\_\_\_ (indiquer l'événement) et jusqu'à, ou jusqu'à \_\_\_\_\_ la date de révocation, selon la première éventualité.

5. En ce qui concerne l'enfant ou les enfants/la ou les personnes handicapées susmentionnés, la personne détenant l'autorité parentale nommée ci-dessus est autorisée à :  
(Barrez tout ce qui ne s'applique pas et paraphez).

- examiner les dossiers scolaires
- inscrire à l'école
- excuser les absences de l'école
- consentir à participer à un programme scolaire ou à une activité parrainée par l'école
- consentir à des soins médicaux en milieu scolaire \*
- souscrire un régime d'assurance maladie
- consentir à des vaccinations \*
- consentir à des soins de santé généraux \*
- consentir à des procédures médicales
- consentir à des soins dentaires
- consentir à un dépistage développemental
- consentir à un examen ou un traitement en matière de santé mentale

\* Sauf interdiction par l'Article 2504 de la Loi sur la santé publique (Public Health Law)

L'une ou l'autre des autorisations ci-dessus peut être davantage limitée par des conditions définies par le parent et, si elle est limitée, les restrictions sont indiquées ci-dessous (p. ex. le parent peut consentir à un examen de santé mentale, mais uniquement si on peut le joindre par téléphone ou par d'autres moyens électroniques).

6. J'autorise en outre la personne détenant l'autorité parentale à demander, à recevoir et à examiner des copies complètes et illimitées de tous les renseignements ou dossiers médicaux, financiers ou de santé définis dans l'Article 45 CFR §164.501, ainsi qu'à y avoir accès et à en obtenir des copies complètes non expurgées, et réglementés par les Normes de confidentialité des données individuelles de santé (Standards for Privacy of Individually Identifiable Health Information) de la réglementation fédérale 65 Fed. 82462 en tant que documents privés protégés ou autrement couverts par la Loi sur la transférabilité et la responsabilité de l'assurance maladie (Health Insurance Portability and Accountability Act, HIPAA) de 1996, Loi publique 104-191, pour chaque enfant/personne handicapée énuméré au paragraphe 3 ci-dessus. Je comprends que les informations contenues dans ces dossiers médicaux et de santé peuvent comprendre des renseignements relatifs à des maladies sexuellement transmissibles, au syndrome d'immunodéficience acquise (SIDA), au syndrome apparenté au sida (ARC) et au virus de l'immunodéficience humaine (VIH), à des services de santé mentale ou comportementale, ou au traitement de l'alcoolisme ou de la toxicomanie. Je comprends également que je peux avoir accès ou recevoir le détail des informations qui seront utilisées ou divulguées conformément aux dispositions de l'Article 45 CFR §164.524, et suivant. Je comprends également que la divulgation de ces renseignements sur la santé est volontaire et que je peux refuser de signer cette autorisation. Je comprends également que toute divulgation de cette information pourrait entraîner la divulgation non autorisée de cette information par des tiers et qu'une telle divulgation pourrait ne pas être protégée en vertu de la loi HIPAA. Afin d'inciter la partie divulgateuse à divulguer les informations confidentielles privées ou protégées susmentionnées, je dégage à jamais ladite partie divulgateuse qui invoque le présent instrument de toute responsabilité en vertu des règles de confidentialité découlant de la loi HIPAA à la suite de cette divulgation.

7. AVIS AUX PARENTS ET PERSONNES DÉTENANT L'AUTORITÉ PARENTALE: l'autorisation accordée en vertu du présent formulaire est valide jusqu'à la date de révocation par un parent ou jusqu'à la date précisée au paragraphe 4 ci-dessus, selon la première éventualité. Tout parent ayant signé cette délégation peut révoquer l'autorisation à sa seule discrétion et peut en aviser les écoles et les prestataires de soins de santé concernés. Toute personne détenant l'autorité parentale qui reçoit l'avis d'un parent concernant une telle révocation doit immédiatement aviser toute école, tout prestataire de soins de santé ou tout régime d'assurance maladie auquel(le) une autorisation en vertu de la présente sous-section a été présentée. Le manquement par la personne détenant l'autorité parentale d'aviser les destinataires de l'autorisation ou de la révocation n'annule pas la révocation par le parent.

Cette autorisation est temporaire, mais peut être renouvelée par le ou les parents. Toutefois, les parents et les personnes détenant l'autorité parentale dans le cadre d'une entente de garde à long terme peuvent demander un arrangement juridique à plus long terme en entamant une procédure judiciaire visant à nommer un tuteur légal ou déterminer la garde.

Remarque : toutes les signatures ci-dessous doivent être notariées si l'autorisation est accordée pour plus de 30 jours.

En date du : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Signature d'un parent) \_\_\_\_\_

Assermenté devant moi ce

\_\_\_\_\_ jour de \_\_\_\_\_ 20 \_\_\_\_\_

Notaire (*Notary Public* aux États-Unis) \_\_\_\_\_

8. Je soussigné(e), \_\_\_\_\_, suis également le parent de l'enfant ou des enfants/de la ou les personnes handicapées nommés aux présentes. Il existe une injonction judiciaire ordonnant que les deux parents doivent s'entendre sur les décisions en matière d'éducation ou de santé concernant ce ou ces enfants/la ou les personnes handicapées, et je consens par la présente à cette délégation en apposant ma signature ci-dessous.

L'adresse et le ou les numéros de téléphone où l'on peut me joindre pendant que cette délégation d'autorité parentale est en vigueur sont les suivants :

Adresse: \_\_\_\_\_

Téléphone : privé ( ) - \_\_\_\_\_ ; professionnel ( ) - \_\_\_\_\_

Autre ( ) - \_\_\_\_\_

En date du : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Signature d'un parent) \_\_\_\_\_

Assermenté devant moi ce

\_\_\_\_\_ jour de \_\_\_\_\_ 20 \_\_\_\_\_

Notaire (*Notary Public* aux États-Unis) \_\_\_\_\_

9. Je soussigné(e), \_\_\_\_\_, la personne recevant l'autorité parentale de l'enfant ou des enfants/de la ou des personnes handicapées nommés aux présentes, consens par la présente à cette délégation par ma signature ci-dessous.

En date du : \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (Signature) \_\_\_\_\_

Assermenté devant moi ce  
\_\_\_\_\_ jour de \_\_\_\_\_ 20 \_\_\_\_\_

Notaire (Notary Public aux États-Unis) \_\_\_\_\_

Instructions pour la DÉLÉGATION D'AUTORITÉ PARENTALE, conformément à l'Article 5-1551 de la loi sur les obligations générales de l'État de New York.

### **BUT DE CE FORMULAIRE :**

Ce formulaire vous permettra de déléguer à une autre personne la prise de décisions d'ordre médical et scolaire concernant votre ou vos enfants/la ou les personnes handicapées dont vous avez la charge si vous ne pouvez pas le faire vous-même pendant une période précise. Cette autorisation ne peut être utilisée que pour 12 mois au maximum. Si vous devez confier votre ou vos enfants/la ou les personnes handicapées à une autre personne pendant plus de 12 mois, vous pouvez envisager d'autres options.

S'il y a une ordonnance du tribunal qui exige que les deux parents s'entendent sur les décisions en matière d'éducation ou de santé concernant l'enfant, les deux parents doivent signer le formulaire. Sinon, la signature d'un seul parent est obligatoire.

Vous conservez tous vos droits parentaux avec cette autorisation et pouvez annuler celle-ci à tout moment. La personne que vous désignerez pourra communiquer avec l'école, les enseignants et les prestataires de soins médicaux pour votre ou vos enfants et pourra prendre des décisions courantes. La personne que vous désignerez ne pourra pas consentir à une intervention chirurgicale ou à d'autres interventions médicales majeures, mais pourra accorder son consentement pour des questions médicales courantes. Si vous ne voulez pas que la personne que vous désignez soit en mesure de prendre certaines décisions, comme les décisions concernant la vaccination, vous pouvez le préciser sur ce formulaire. Si la personne que vous désignez prend une décision concernant votre ou vos enfants/la ou les personnes handicapées avec laquelle vous n'êtes pas d'accord, vous pouvez annuler cette décision.

La personne désignée doit accepter d'être « une personne détenant l'autorité parentale » et ne sera pas tenue d'assumer la responsabilité du soutien financier de l'enfant ou des enfants/de la ou des personnes handicapées. Votre ou vos enfants n'auront pas à changer de district scolaire si cette personne réside dans un autre district scolaire. En cas de décès ou d'incapacité, cette délégation prend fin automatiquement.

### **INSTRUCTIONS POUR UTILISER CE FORMULAIRE :**

**Paragraphe 1 :** inscrivez votre nom légal complet dans l'espace prévu à cet effet. S'il existe une ordonnance judiciaire en vigueur qui exige que les deux parents signent, l'autre parent indiquera son nom dans l'espace prévu au paragraphe 7.

**Paragraphe 2 :** indiquez votre adresse et votre ou vos numéros de téléphone. Si cette information n'est pas incluse, l'autorisation ne sera pas valide plus de 30 jours. Indiquez l'adresse où vous séjournerez pendant la durée de validité de cette autorisation, même si elle n'est pas votre résidence légale. Par exemple, si cette autorisation doit être utilisée pendant votre hospitalisation, vous devez utiliser l'adresse de l'hôpital.

**Paragraphe 3 :** indiquez le nom, l'adresse et le numéro de téléphone de la personne que vous voulez désigner en mesure de prendre des décisions en matière d'éducation ou de santé pour votre ou vos enfants/la ou les personnes handicapées. Indiquez le(s) nom(s) et date(s) de naissance de CHAQUE enfant/personne handicapée.

**Paragraphe 4 :** indiquez la durée de validité de cette autorisation en cochant la case appropriée et en paraphant en regard de celle-ci. N'oubliez pas que vous pouvez toujours révoquer (annuler) cette délégation plus tôt si vous le souhaitez. Des renseignements sur la façon de procéder sont inclus à la fin de ces instructions.

- **Utilisez (a)** si vous voulez que cette délégation soit valide pendant 12 mois. Si vous choisissez cette option, vous devez fournir l'adresse et le numéro de téléphone du ou des parents et de l'autre personne, et toutes les signatures doivent être notariées.
- **Utilisez (b)** si vous voulez que cette délégation soit valide pendant 30 jours. Vous n'avez pas à inclure les adresses et les numéros de téléphone avec ce choix, mais nous vous suggérons de le faire dans l'éventualité où les prestataires de soins médicaux ou éducatifs devraient communiquer avec vous.
- **Utilisez (c)** si vous souhaitez utiliser des dates spécifiques, pour une période inférieure ou supérieure à 30 jours. N'oubliez pas que cette délégation ne peut être utilisée pendant plus de 12 mois et que vous devez inclure les adresses, numéros de téléphone et signatures notariées si vous voulez qu'elle soit valable pendant plus de 30 jours.
- **Utilisez (d)** si vous voulez que cette délégation commence lors d'un événement précis, par exemple si vous étiez hospitalisé(e). Pour cela, vous écrivez ledit événement dans le premier espace prévu à cet effet (exemple : « Si je suis admis(e) à l'hôpital ») et inscrivez dans le deuxième espace la date ou l'événement à partir duquel la délégation doit expirer : « 30 jours plus tard » ou « quand je quitte l'hôpital ». Encore une fois, vous devez inclure les adresses, les numéros de téléphone et les signatures notariées si vous voulez que la délégation soit valide pendant plus de 30 jours.

**Paragraphe 5 :** énumérez toutes les choses que vous souhaitez que la personne que vous désignez soit en mesure de faire. Rayez CHAQUE chose que vous ne souhaitez PAS que la personne que vous désignez puisse exécuter, puis parapez. S'il y a d'autres choses que vous voulez empêcher la personne de faire, utilisez les lignes vierges en dessous de la liste pour les noter. Par exemple, si vous voulez être contacté(e) avant qu'un examen de santé mentale soit effectué, vous pouvez l'inscrire dans l'espace prévu à cet effet.

**Paragraphe 6 :** ce paragraphe permet à la personne que vous avez désignée d'avoir accès aux dossiers médicaux et aux renseignements médicaux de votre ou vos enfants/de la ou des personnes handicapées.

**Paragraphe 7 :** ceci fournit quelques informations concernant ce formulaire. Le parent dont le nom apparaît au paragraphe 1 signe et date le formulaire. Si cette autorisation est valable pendant plus de 30 jours, la signature doit être notariée. Dans ce cas, vous devez vous adresser à un notaire avant de signer le formulaire et le signer devant ce notaire, qui signera également le formulaire pour indiquer qu'il a été témoin de votre signature. Dans le cas contraire, l'autorisation expirera automatiquement après 30 jours.

**Paragraphe 8 :** s'il existe une ordonnance judiciaire en vigueur qui exige que les deux parents s'entendent sur les décisions en matière d'éducation ou de santé concernant les enfants, alors l'autre parent indiquera son nom légal, son adresse et son numéro de téléphone dans les espaces prévus à cet effet. Comme pour le premier parent, il n'est pas tenu de fournir son adresse et son numéro de téléphone si l'autorisation est accordée pendant 30 jours ou moins, mais il peut le souhaiter. Il doit fournir ces renseignements et signer le formulaire devant le notaire pour que l'autorisation soit valable pendant plus de 30 jours. S'il n'y a pas d'ordonnance judiciaire en vigueur qui exige l'accord des deux parents, vous pouvez laisser ce paragraphe vierge.

**Paragraphe 9 :** inscrivez le nom légal complet de la personne qui sera désignée « avec autorité parentale » pour l'enfant ou les enfants/la ou les personnes handicapées. La personne doit alors signer et dater le formulaire pour montrer qu'elle accepte de recevoir l'autorité parentale. Pour que cette autorisation soit valable pendant plus de 30 jours, elle doit également signer le formulaire devant un notaire.

## AUTRES INFORMATIONS :

- Soins médicaux majeurs : la personne que vous désignez **NE PEUT PAS** consentir à des « soins médicaux majeurs », c'est-à-dire à toute intervention médicale, chirurgicale ou diagnostique sous anesthésie générale ou qui comporte un risque important ou une atteinte importante à l'intégrité corporelle nécessitant une incision ou entraînant beaucoup de douleur ou d'inconfort, une débilisation ou une période de récupération importante. Cela n'inclut pas: tout diagnostic ou traitement de routine, comme l'administration de médicaments autres que la chimiothérapie pour des affections non psychiatriques ou la nutrition ou l'extraction de fluides corporels à des fins d'analyse ; l'électroconvulsivothérapie ; les soins dentaires effectués sous anesthésie locale ; toute procédure prévue dans des circonstances d'urgence, conformément à l'Article 2504 de la loi sur la santé publique ; le retrait ou l'interruption d'un traitement médical qui maintient les fonctions vitales ; ou la stérilisation ou l'interruption d'une grossesse.

Par exemple, la personne désignée peut consentir à ce qu'un enfant ou une personne handicapée ait des procédures dentaires générales, comme un plombage, mais pas une chirurgie dentaire où elle serait inconsciente pendant l'intervention, comme l'extraction de ses dents de sagesse. Le consentement d'un parent sera toujours obligatoire pour les procédures médicales majeures.

- Révocation de cette délégation : pour révoquer (annuler) l'autorisation, vous devez simplement informer la personne que vous avez désignée de votre intention de le faire, et celle-ci doit aviser les prestataires de services éducatifs et de soins médicaux appropriés que l'autorisation a pris fin. Même si le parent n'est pas tenu de le faire par écrit, ni d'aviser les prestataires de services éducatifs et de soins médicaux de l'enfant ou des enfants/de la ou des personnes handicapées qu'il a révoqué l'autorisation, il peut souhaiter le faire afin d'éviter toute confusion. Si deux parents ont signé le formulaire, l'un ou l'autre des parents peut révoquer seul la délégation.



# North Carolina

## NORTH CAROLINA

### § 32A-28. Purpose.

(a) The General Assembly recognizes as a matter of public policy the fundamental right of a parent to delegate decisions relating to health care for the parent's minor child where the parent is unavailable for a period of time by reason of travel or otherwise.

(b) The purpose of this Article is to establish a nonexclusive method for a parent to authorize in the parent's absence consent to health care for the parent's minor child. This Article is not intended to be in derogation of the common law or of Article 1A of Chapter 90 of the General Statutes.

§ 32A-30. Who may make an authorization to consent to health care for minor. Any custodial parent having understanding and capacity to make and communicate health care decisions who is 18 years of age or older or who is emancipated may make an authorization to consent to health care for the parent's minor child.

### § 32A-31. Extent and limitations of authority.

(a) A custodial parent of a minor child, pursuant to an authorization to consent to health care for minor, may grant an agent full power and authority to consent to and authorize health care for the minor child to the same extent that a custodial parent could give such consent and authorization.

(b) An authorization to consent to health care for minor may contain, and the authority of the agent designated shall be subject to, any specific limitations or restrictions as the custodial parent deems appropriate.

(c) A custodial parent may not, pursuant to an authorization to consent to health care for minor, authorize an agent to consent to the withholding or withdrawal of life sustaining procedures.

### § 32A-32. Duration of authorization; revocation.

(a) An authorization to consent to health care for minor shall be automatically revoked as follows:

(1) If the authorization to consent to health care for minor specifies a date after which it shall not be effective, then the authorization shall be automatically revoked upon such date.

(2) An authorization to consent to health care for minor shall be revoked upon the minor child's attainment of the age of 18 years or upon the minor child's emancipation.

(3) An authorization to consent to health care for minor executed by a custodial parent shall be revoked upon the termination of such custodial parent's rights to custody of the minor child.

(b) An authorization to consent to health care for minor may be revoked at any time by the custodial parent making such authorization. The custodial parent may exercise such right of revocation by executing and acknowledging an instrument of revocation, by executing and acknowledging a subsequent authorization to consent to health care for the minor, or in any other manner in which the custodial parent is able to communicate the parent's intent to revoke. Such revocation shall become effective only upon communication by the custodial parent to the agent named in the revoked authorization.

(c) In the event of a disagreement regarding the health care for a minor child between two or more agents authorized pursuant to this Article to consent to and authorize health care for a minor, or between any such agent and a parent of the minor, whether or not the parent is a custodial parent, then any authorization to consent to health care for minor designating any person as an agent shall be revoked during the period of such disagreement, and the provisions of health care for the minor during such period shall be governed by the common law, the provisions of Article 1A of Chapter 90, and other provisions of law, as if no authorization to consent to health care for minor had been executed.

(d) An authorization to consent to health care for minor shall not be affected by the subsequent incapacity or mental incompetence of the custodial parent making such authorization.

§ 32A-34. Statutory form authorization to consent to health care for minor. The use of the following form in the creation of any authorization to consent to health care for minor is lawful and, when used, it shall meet the requirements and be construed in accordance with the provisions of this Article. "Authorization to Consent to Health Care for Minor." I, \_\_\_\_\_, of \_\_\_\_\_ County, \_\_\_\_\_, am the custodial parent having legal custody of \_\_\_\_\_, a minor child, age \_\_\_\_\_, born \_\_\_\_\_, \_\_\_\_\_. I authorize \_\_\_\_\_, an adult in whose care the minor child has been entrusted, and who resides at \_\_\_\_\_, to do any acts which may be necessary or proper to provide for the health care of the minor child, including, but not limited to, the power (i) to provide for such health care at any hospital or other institution, or the employing of any physician, dentist, nurse, or other person whose services may be needed for such health care, and (ii) to consent to and authorize any health care, including administration of anesthesia, X-ray examination, performance of operations, and other procedures by physicians, dentists, and other medical

personnel except the withholding or withdrawal of life sustaining procedures. [Optional: This consent shall be effective from the date of execution to and including \_\_\_\_\_, \_\_\_\_]. By signing here, I indicate that I have the understanding and capacity to communicate health care decisions and that I am fully informed as to the contents of this document and understand the full import of this grant of powers to the agent named herein. (SEAL) Custodial Parent \_\_\_\_\_ STATE OF NORTH CAROLINA COUNTY OF \_\_\_\_\_ Date On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me the named \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he (or she) acknowledges that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true. Notary Public My Commission Expires:

# AUTHORIZATION TO CONSENT TO HEALTH CARE FOR MINOR

(North Carolina G.S. § 32A-34)

I, \_\_\_\_\_, of \_\_\_\_\_ County, North Carolina, am the custodial parent having legal custody of \_\_\_\_\_, a minor child, age \_\_\_\_\_, born \_\_\_\_\_.

I authorize \_\_\_\_\_, an adult in whose care the minor child has been entrusted, and who resides at \_\_\_\_\_

\_\_\_\_\_, to do any acts which may be necessary or proper to provide for the health care of the minor child, including, but not limited to, the power (i) to provide for such health care at any hospital or other institution, or the employing of any physician, dentist, nurse, or other person whose services may be needed for such health care, and (ii) consent to and authorize any health care, including administration of anesthesia, X-ray examination, performance of operations, and other procedures by physicians, dentists, and other medical personnel except the withholding or withdrawal of life sustaining procedures.

By signing here, I indicate that I have the understanding and capacity to communicate health care decisions and that I am fully informed as to the contents of this document and understand the full import of this grant of powers to the agent named herein.

\_\_\_\_\_  
Custodial Parent

\_\_\_\_\_  
Date

## **This section to be completed by a Notary Public.**

STATE of NORTH CAROLINA COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me, the said named \_\_\_\_\_, to me know and known to be the person described in and who executed the foregoing instrument and he/she acknowledges that he/she executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

NOTARY PUBLIC \_\_\_\_\_

(Official Seal)

My Commission expires \_\_\_\_\_  
AILA Doc. No. 24122036. (Posted 12/20/24)

# North Dakota

## NORTH DAKOTA

30.1-26-04. (5-104) Delegation of powers by parent or guardian. A parent or a guardian of a minor or incapacitated person, by a properly executed power of attorney, may delegate to another person, for a period not exceeding six months, any of the parent's or guardian's powers regarding care, custody, or property of the minor child or ward, except the power to consent to marriage or adoption of a minor ward.

## INSTRUCTIONS FOR POWER OF ATTORNEY FOR CARE AND CUSTODY OF MINOR CHILD(REN) FORM

### IMPORTANT! READ BEFORE USING THIS PACKET OF FORMS

ND Legal Self Help Center staff and court employees can't help you fill out the form(s). If you're unsure how to proceed, consult a lawyer.

The North Dakota Legal Self Help Center provides resources to people who represent themselves in civil matters in the North Dakota state courts. The forms and information available through the North Dakota Legal Self Help Center aren't intended for legal advice but only as a general guide. **Use at your own risk.**

**Any user of the forms or information is hereby advised that all forms and information are provided "as is."** The forms and information provided may be subject to errors or omissions. The ND Legal Self Help Center ISN'T responsible for any consequences that may result.

Carefully read this information and any instructions, laws, or court rules to which you are referred. As a self-represented individual, you must independently determine if the forms and information are legally sufficient for your specific circumstances and for North Dakota.

If you're unsure if this information suits your circumstances, or if you don't know how to answer the questions on these forms, consult a lawyer.

A glossary with definitions of legal terms is available at [ndcourts.gov/legal-self-help](https://ndcourts.gov/legal-self-help).

**This information isn't a complete statement of the law. The information can't replace the advice of competent legal counsel licensed in the state.**

[North Dakota Century Code Section 30.1-26-04](#) governs power of attorney for care and custody of a minor child(ren).

### OVERVIEW OF POWER OF ATTORNEY FOR A MINOR CHILD

#### What is a Power of Attorney for a Minor Child?

A Power of Attorney appoints a person called the Attorney in Fact to step into the shoes of the parent and make decisions for the minor child. **A Power of Attorney doesn't create a guardianship.** The Power of Attorney can't last more than 6 months.



The Attorney in Fact must be a responsible adult (18 years old or older), and doesn't need to be related to the parent or the minor child.

A parent or guardian may delegate any of the parent's or guardian's powers regarding care, custody, or property of the minor child or ward, except the power to consent to marriage or adoption of a minor child.

The Power of Attorney takes effect when the parent completes the form and signs it under oath in front of a notary public or clerk of court.

A Power of Attorney doesn't require a court order. It remains in effect until the date stated on the form, but that date can't be more than 6 months into the future.

The parent that delegated their authority with a Power of Attorney may revoke the Power of Attorney at any time before the expiration date. The revocation should be in writing.

## DEFINITIONS OF COMMONLY USED POWER OF ATTORNEY TERMS FOR CARE AND CUSTODY OF MINOR CHILDREN

**Attorney in Fact** – The person who is given the power of attorney for care and custody of minor child(ren).

**Guardian** – A person or nonprofit corporation that has qualified as a guardian of a minor by court appointment. This includes limited guardians as defined in [N.D.C.C. § 30.1-01-06](#), but doesn't include someone who is merely a guardian ad litem.

**Minor** – An individual who is under eighteen years of age.

**Parent** – An individual with the legal relationship of father or mother to a child or an individual who legally stands in the place of a father or mother, including a legal guardian or custodian.

**Power of Attorney** – An instrument authorizing a person to act as the agent of the person granting the power of attorney

**Principal** – The parent or guardian of the minor child who grants power of attorney to the Attorney in Fact.

## STEP 1: REVIEW NORTH DAKOTA CENTURY CODE SECTION 30.1-26-04

**30.1-26-04. Delegation of powers by parent or guardian.** A parent or a guardian of a minor or incapacitated person, by a properly executed power of attorney, may delegate to another person, for a period not exceeding six months, any of the parent's or guardian's powers regarding care, custody, or property of the minor child or ward, except the power to consent to marriage or adoption of a minor ward.

## STEP 2: DETERMINE IF A POWER OF ATTORNEY WILL BE SUFFICIENT

Contact the school system, medical provider, day care provider, etc. to determine if they will accept a Power of Attorney.

Some entities require a court order. A Power of Attorney isn't a court order.

If an entity requires a court order, go to [ndcourts.gov/legal-self-help](https://ndcourts.gov/legal-self-help) for information about establishing guardianship of a minor child in North Dakota state court. Scroll to the "Guardianships and Conservatorships" section and click on "Guardianship of Minor Children".

If you determine a Power of Attorney will suit your needs, continue to Step 3.

## STEP 3: FILL OUT THE POWER OF ATTORNEY FORM

### Power of Attorney for Care and Custody of Minor Child – Short Form:

- Paragraph 1:
  - Fill in your full name.
  - Indicate (✓) if you are the parent or legal guardian of the child(ren).
  - Fill in the full names and birthdates of the child(ren).
- Paragraph 2:
  - Fill in your address.
- Paragraph 3:
  - Fill in the full name and address of the person you appoint as your attorney-in-fact for your child(ren).
- Paragraph 4:
  - Choose (✓) only one option. If you choose the second option, you must list specifically what you want your attorney-in-fact to have the authority to do.
  - **North Dakota law doesn't allow attorneys-in-fact to consent to marriage or adoption of minor children.**

- Paragraph 5:
  - Fill in the expiration date of the Power of Attorney.
  - **North Dakota law doesn't allow a Power of Attorney to last more than 6 months.**
- Signature and Notarization:
  - You must sign and date the Power of Attorney in the presence of a Notary Public or Clerk of Court.

**Power of Attorney for Care and Custody of Minor Child – Long Form:**

- Paragraph 1:
  - Indicate (✓) if you are the parent or legal guardian of the child(ren).
  - Fill in the full names and birthdates of the child(ren).
- Paragraph 2:
  - Fill in your address.
- Paragraph 3:
  - Fill in the full name and address of the person you appoint as your attorney-in-fact for your child(ren).
- Paragraph 4(a-d):
  - Read this carefully! This is your parental power and authority you delegate to your attorney-in-fact when you sign this document in the presence of a Notary Public or Clerk of Court.
- Paragraph 4(e):
  - If you wish to specifically exclude something that you don't want your attorney-in-fact to be able to do, list it here.
  - **North Dakota law doesn't allow attorneys-in-fact to consent to marriage or adoption of minor children or incapacitated persons.**
- Paragraph 5:
  - Fill in the expiration date of the Power of Attorney.
  - **North Dakota law doesn't allow a Power of Attorney to last more than 6 months.**
- Signature and Notarization:
  - You must sign and date the Power of Attorney in the presence of a Notary Public or Clerk of Court.

## **REVOKING THE POWER OF ATTORNEY/EXPIRATION OF POWER OF ATTORNEY**

A parent can revoke a Power of Attorney at any time. Written notice of the revocation should be given to the Attorney-in-Fact and to anyone who has been given a copy of the Power of Attorney form. If possible, a parent should collect and destroy the original Power of Attorney and all copies when the Power of Attorney is revoked or when it expires.

## **READ BEFORE COMPLETING THE POWER OF ATTORNEY FORM**

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### **CAUTION!**

All ND Legal Self Help Center forms and information are provided as a general guide to a legal process and are not intended as legal advice.

As a self-represented individual, you must independently determine if the forms and information are legally sufficient for North Dakota and for your specific circumstances. Use at your own risk.

Any user of the forms or information is hereby advised that all forms and information are provided “as is.” The forms and information provided may be subject to errors or omissions. The ND Legal Self Help Center IS NOT responsible for any consequences that may result.

**If you are unsure if you should use this form, consult a lawyer.**

**A power of attorney allows a parent to delegate any of their authority** regarding care, custody, or property of the minor child to another person; except the power to consent to the minor child’s marriage or adoption.

**Power of attorney does not require a court order.** However, a power of attorney cannot last more than six (6) months and may not be accepted by medical providers, insurance companies, government agencies, etc.

The parent that delegated their authority with a power of attorney may revoke the power of attorney at any time. The revocation should be in writing.

**A power of attorney is not a guardianship.** A guardianship is a court process where a court appoints a guardian for the child or children. The guardianship ends when the child turns 18 years of age, or when the court issues an order ending the guardianship before the child turns 18 years of age.

For information about establishing guardianship of a minor child in North Dakota state court, go to [www.ndcourts.gov/legal-self-help](http://www.ndcourts.gov/legal-self-help). Under the “Guardianships and Conservatorships” section, click on the “Guardianship of Minor Children” link.

**POWER OF ATTORNEY FOR CARE AND CUSTODY OF MINOR CHILD**

1. I am \_\_\_\_\_(name), the parent legal guardian  
(check one) of the minor child(ren):

\_\_\_\_\_ (name), born on \_\_\_\_\_ (DOB)

\_\_\_\_\_ (name), born on \_\_\_\_\_ (DOB)

2. My address is \_\_\_\_\_ (street address)  
\_\_\_\_\_ (city, state, zip code)

3. I appoint the following person as my attorney-in-fact for the child(ren) named in paragraph 1.

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

4. CHOOSE/CHECK ONLY ONE OF THE FOLLOWING:

I delegate to my attorney-in-fact all power and authority that I have as a parent or guardian, **except** the power to consent to marriage or adoption. **OR**

I delegate to my attorney-in-fact only the specific authority to:  
\_\_\_\_\_  
\_\_\_\_\_

5. This Power of Attorney lasts until \_\_\_\_\_ (date – must be within 6 months of signing this Power of Attorney) or until the powers of the attorney in fact are revoked by me in writing.

6. This Power of Attorney lasts even in the event of my disability or incapacity.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

Signed and sworn to before me on \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public or Clerk of Court)

If Notary, my commission expires: \_\_\_\_\_

## **READ BEFORE COMPLETING THE POWER OF ATTORNEY FORM**

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As a self-represented individual, you must independently determine if the forms and information are legally sufficient for North Dakota and for your specific circumstances. Use at your own risk.

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**If you are unsure if you should use this form, consult a lawyer.**

**A power of attorney allows a parent to delegate any of their authority** regarding care, custody, or property of the minor child to another person; except the power to consent to the minor child’s marriage or adoption.

**Power of attorney does not require a court order.** However, a power of attorney cannot last more than six (6) months and may not be accepted by medical providers, insurance companies, government agencies, etc.

The parent that delegated their authority with a power of attorney may revoke the power of attorney at any time. The revocation should be in writing.

**A power of attorney is not a guardianship.** A guardianship is a court process where a court appoints a guardian for the child or children. The guardianship ends when the child turns 18 years of age, or when the court issues an order ending the guardianship before the child turns 18 years of age.

For information about establishing guardianship of a minor child in North Dakota state court, go to [www.ndcourts.gov/legal-self-help](http://www.ndcourts.gov/legal-self-help). Under the “Guardianships and Conservatorships” section, click on the “Guardianship of Minor Children” link.

## POWER OF ATTORNEY FOR CARE AND CUSTODY OF MINOR CHILD(REN)

1. I am \_\_\_\_\_ (*name*), the  parent  legal guardian  
(*check one*) of the minor child(ren):

\_\_\_\_\_ (*name*); date of birth \_\_\_\_\_

\_\_\_\_\_ (*name*); date of birth \_\_\_\_\_

2. My address is \_\_\_\_\_ (*street address*),  
\_\_\_\_\_ (*city, state and zip code*)

3. I appoint the following person as my attorney-in-fact for the minor child(ren) named  
above in paragraph 1:

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

4. I delegate to my attorney-in-fact the power and authority:

- a. To participate in decisions regarding the child(ren)'s or education including attending conferences with the teachers or any other educational authorities, granting permission for the child(ren)'s participation in school trips and other activities, and making any other decisions and executing any documents with respect to the child(ren)'s education.
- b. To grant consent for the child(ren) to participate in any activity which the attorney-in-fact feels appropriate.
- c. To make health care decisions on behalf of the child(ren), including decisions about medical, dental, optometric, or mental health care, whether routine or emergency in nature, including admissions to hospitals or other institutions. To refuse, consent or withdraw consent for any care, tests, treatment, and surgery procedure to diagnose or treat physical or mental conditions. To examine the child(ren)'s medical records and to consent to the disclosure of those records where the attorney-in-fact thinks it's appropriate.
- d. To generally act and execute all other documents which may be necessary or proper to see to the needs of the child(ren).



e. EXCLUDED SPECIFICALLY FROM THE AUTHORITY AND POWERS GRANTED TO THE ATTORNEY-IN-FACT:

Power or authority to consent to the marriage or adoption of the child(ren).

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5. The powers granted to the attorney-in-fact shall be in effect until \_\_\_\_\_, 20\_\_\_\_ (not to exceed six months) or until such time as the undersigned revokes this document and the powers of the attorney-in-fact in writing.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

Signed and sworn to before me on \_\_\_\_\_, 20\_\_\_\_ by

---

\_\_\_\_\_  
(Notary Public or Clerk of Court)

If Notary, my commission expires: \_\_\_\_\_

**REVOCATION OF POWER OF ATTORNEY FOR  
CARE AND CUSTODY OF MINOR CHILD**

I, \_\_\_\_\_, the undersigned, having executed a Power of Attorney for Care and Custody of Minor Child on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, where I named \_\_\_\_\_ my attorney-in-fact DO HEREBY REVOKE that Power of Attorney for Care and Custody of Minor Child according to the provision that it may be revoked by me in writing and delivered to my attorney-in-fact.

This is my written revocation of the Power of Attorney and I am providing a copy of it to \_\_\_\_\_, my attorney-in-fact.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city, state, zip code)

(\_\_\_\_\_) \_\_\_\_\_ (telephone number)

# Ohio

## OHIO

### Section 3109.52 | Power of attorney for residential grandparent.

The parent, guardian, or custodian of a child may create a power of attorney that grants to a grandparent of the child with whom the child is residing any of the parent's, guardian's, or custodian's rights and responsibilities regarding the care, physical custody, and control of the child, including the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. The power of attorney may not grant authority to consent to the marriage or adoption of the child. The power of attorney does not affect the rights of the parent, guardian, or custodian of the child in any future proceeding concerning custody of the child or the allocation of parental rights and responsibilities for the care of the child and does not grant legal custody to the attorney in fact.

### Section 3109.53 | Form of power of attorney for residential grandparent.

To create a power of attorney under section [3109.52](#) of the Revised Code, a parent, guardian, or custodian shall use a form that is identical in form and content to the following:

#### POWER OF ATTORNEY

I, the undersigned, residing at \_\_\_\_\_, in the county of \_\_\_\_\_, state of \_\_\_\_\_, hereby appoint the child's grandparent, \_\_\_\_\_, residing at \_\_\_\_\_, in the county of \_\_\_\_\_, in the state of Ohio, with whom the child of whom I am the parent, guardian, or custodian is residing, my attorney in fact to exercise any and all of my rights and responsibilities regarding the care, physical custody, and control of the child, \_\_\_\_\_, born \_\_\_\_\_, having social security number (optional) \_\_\_\_\_, except my authority to consent to marriage or adoption of the child \_\_\_\_\_, and to perform all acts necessary in the execution of the rights and responsibilities hereby granted, as fully as I might do if personally present. The rights I am transferring under this power of attorney include the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. This transfer does not affect my rights in any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child. This transfer does not terminate my right to have regular contact with the child.

I hereby certify that I am transferring the rights and responsibilities designated in this power of attorney because one of the following circumstances exists:

(1) I am: (a) Seriously ill, incarcerated, or about to be incarcerated, (b) Temporarily unable to provide financial support or parental guidance to the child, (c) Temporarily unable to provide adequate care and supervision of the child because of my physical or mental condition, (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable, or (e) In or about to enter a residential treatment program for substance abuse;

(2) I am a parent of the child, the child's other parent is deceased, and I have authority to execute the power of attorney; or

(3) I have a well-founded belief that the power of attorney is in the child's best interest.

I hereby certify that I am not transferring my rights and responsibilities regarding the child for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school or district.

If there is a court order naming me the residential parent and legal custodian of the child who is the subject of this power of attorney and I am the sole parent signing this document, I hereby certify that one of the following is the case:

(1) I have made reasonable efforts to locate and provide notice of the creation of this power of attorney to the other parent and have been unable to locate that parent;

(2) The other parent is prohibited from receiving a notice of relocation; or

(3) The parental rights of the other parent have been terminated by order of a juvenile court.

This POWER OF ATTORNEY is valid until the occurrence of whichever of the following events occurs first: (1) I revoke this POWER OF ATTORNEY in writing and give notice of the revocation to the grandparent designated as attorney in fact and the juvenile court with which this POWER OF ATTORNEY was filed; (2) the child ceases to reside with the grandparent designated as attorney in fact; (3) this POWER OF ATTORNEY is terminated by court order; (4) the death of the child who is the subject of the power of attorney; or (5) the death of the grandparent designated as the attorney in fact.

**WARNING: DO NOT EXECUTE THIS POWER OF ATTORNEY IF ANY STATEMENT MADE IN THIS INSTRUMENT IS UNTRUE. FALSIFICATION IS A CRIME UNDER SECTION 2921.13 OF THE REVISED CODE, PUNISHABLE BY THE SANCTIONS UNDER CHAPTER 2929. OF THE REVISED CODE, INCLUDING A TERM OF IMPRISONMENT OF UP TO 6 MONTHS, A FINE OF UP TO \$1,000, OR BOTH.**

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

\_\_\_\_\_

Parent/Custodian/Guardian's signature

\_\_\_\_\_

Parent's signature

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Grandparent designated as attorney in fact

State of Ohio )

) ss:

County of \_\_\_\_\_)

Subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

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Notary Public

Notices:

1. A power of attorney may be executed only if one of the following circumstances exists: (1) The parent, guardian, or custodian of the child is: (a) Seriously ill, incarcerated, or about to be incarcerated; (b) Temporarily unable to provide financial support or parental guidance to the child; (c) Temporarily unable to provide adequate care and supervision of the child because of the parent's, guardian's, or custodian's physical or mental condition; (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable; or (e) In or about to enter a residential treatment program for substance abuse; (2) One of the child's parents is deceased and the other parent, with authority to do so, seeks to execute a power of attorney; or (3) The parent, guardian, or custodian has a well-founded belief that the power of attorney is in the child's best interest.

2. The signatures of the parent, guardian, or custodian of the child and the grandparent designated as the attorney in fact must be notarized by an Ohio notary public.

3. A parent, guardian, or custodian who creates a power of attorney must notify the parent of the child who is not the residential parent and legal custodian of the child unless one of the following circumstances applies: (a) the parent is prohibited from receiving a notice of relocation in accordance with section [3109.051](#) of the Revised Code of the creation of the power of attorney; (b) the parent's parental rights have been terminated by order of a juvenile court pursuant to Chapter 2151. of the Revised Code; (c) the parent cannot be located with reasonable efforts; (d) both parents are executing the power of attorney. The notice must be sent by certified mail not later than five days after the power of attorney is created and must state the name and address of the person designated as the attorney in fact.

4. A parent, guardian, or custodian who creates a power of attorney must file it with the juvenile court of the county in which the attorney in fact resides, or any other court that has jurisdiction

over the child under a previously filed motion or proceeding. The power of attorney must be filed not later than five days after the date it is created and be accompanied by a receipt showing that the notice of creation of the power of attorney was sent to the parent who is not the residential parent and legal custodian by certified mail.

5. This power of attorney does not affect the rights of the child's parents, guardian, or custodian regarding any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child.

6. A person or entity that relies on this power of attorney, in good faith, has no obligation to make any further inquiry or investigation.

7. This power of attorney terminates on the occurrence of whichever of the following occurs first: (1) the power of attorney is revoked in writing by the person who created it and that person gives written notice of the revocation to the grandparent who is the attorney in fact and the juvenile court with which the power of attorney was filed; (2) the child ceases to live with the grandparent who is the attorney in fact; (3) the power of attorney is terminated by court order; (4) the death of the child who is the subject of the power of attorney; or (5) the death of the grandparent designated as the attorney in fact.

If this power of attorney terminates other than by the death of the attorney in fact, the grandparent who served as the attorney in fact shall notify, in writing, all of the following:

- (a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;
- (b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the other person or entity would reasonably rely on the power of attorney unless notified of the termination;
- (c) The court in which the power of attorney was filed after its creation;
- (d) The parent who is not the residential parent and legal custodian of the child who is required to be given notice of its creation. The grandparent shall make the notifications not later than one week after the date the power of attorney terminates.

8. If this power of attorney is terminated by written revocation of the person who created it, or the revocation is regarding a second or subsequent power of attorney, a copy of the revocation must be filed with the court with which that power of attorney was filed.

Additional information:

To the grandparent designated as attorney in fact:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this power of attorney. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the power of attorney unless notified. The notification must be made not later than one week after the child stops living with you.

2. You must include with the power of attorney the following information:

(a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;

(b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;

(c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;

(d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child;

(e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child's being an abused child or a neglected child or previously have been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.

3. If you receive written notice of revocation of the power of attorney or the parent, custodian, or guardian removes the child from your home and if you believe that the revocation or removal is not in the best interest of the child, you may, within fourteen days, file a complaint in the juvenile court to seek custody. You may retain physical custody of the child until the fourteen-day period elapses or, if you file a complaint, until the court orders otherwise.

To school officials:

1. Except as provided in section [3313.649](#) of the Revised Code, this power of attorney, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent designated as attorney in fact resides and that grandparent is authorized to provide consent in all school-related matters and to obtain from the school district educational



and behavioral information about the child. This power of attorney does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.

2. The school district may require additional reasonable evidence that the grandparent lives in the school district.

3. A school district or school official that reasonably and in good faith relies on this power of attorney has no obligation to make any further inquiry or investigation.

To health care providers:

1. A person or entity that acts in good faith reliance on a power of attorney to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the power of attorney, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the power of attorney is completed and the signatures of the parent, guardian, or custodian of the child and the grandparent designated as attorney in fact are notarized.

2. The decision of a grandparent designated as attorney in fact, based on a power of attorney, shall be honored by a health care facility or practitioner, school district, or school official.

POWER OF ATTORNEY

I, the undersigned, residing at \_\_\_\_\_, in the county of \_\_\_\_\_, state of \_\_\_\_\_, hereby appoint the child's grandparent, \_\_\_\_\_, residing at \_\_\_\_\_, in the county of \_\_\_\_\_, in the state of Ohio, with whom the child of whom I am the parent, guardian, or custodian is residing, my attorney in fact to exercise any and all of my rights and responsibilities regarding the care, physical custody, and control of the child, \_\_\_\_\_, born \_\_\_\_\_, having social security number (optional) \_\_\_\_\_, except my authority to consent to marriage or adoption of the child \_\_\_\_\_, and to perform all acts necessary in the execution of the rights and responsibilities hereby granted, as fully as I might do if personally present. The rights I am transferring under this power of attorney include the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. This transfer does not affect my rights in any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child. This transfer does not terminate my right to have regular contact with the child.

I hereby certify that I am transferring the rights and responsibilities designated in this power of attorney because one of the following circumstances exists:

1. I am: (a) Seriously ill, incarcerated, or about to be incarcerated, (b) Temporarily unable to provide financial support or parental guidance to the child, (c) Temporarily unable to provide adequate care and supervision of the child because of my physical or mental condition, (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable, or (e) In or about to enter a residential treatment program for substance abuse;
2. I am a parent of the child, the child's other parent is deceased, and I have authority to execute the power of attorney; or
3. I have a well-founded belief that the power of attorney is in the child's best interest.

I hereby certify that I am not transferring my rights and responsibilities regarding the child for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school or district.

I understand that this document does not authorize a child support enforcement agency to redirect child support payments to the grandparent designated as attorney in fact. I further understand that to have an existing child support order modified or a new child support order issued administrative or judicial proceedings must be initiated.

If there is a court order naming me the residential parent and legal custodian of the child who is the subject of this power of attorney and I am the sole parent signing this document, I hereby certify that one of the following is the case:

1. I have made reasonable efforts to locate and provide notice of the creation of this power of attorney to the other parent and have been unable to locate that parent;
2. The other parent is prohibited from receiving a notice of relocation; or

3. The parental rights of the other parent have been terminated by order of a juvenile court.

This POWER OF ATTORNEY is valid until the occurrence of whichever of the following events occurs first: (1) I revoke this POWER OF ATTORNEY in writing and give notice of the revocation to the grandparent designated as attorney in fact and the juvenile court with which this POWER OF ATTORNEY was filed; (2) the child ceases to reside with the grandparent designated as attorney in fact; (3) this POWER OF ATTORNEY is terminated by court order; (4) the death of the child who is the subject of the power of attorney; or (5) the death of the grandparent designated as the attorney in fact.

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

\_\_\_\_\_  
Parent/Custodian/Guardian's Signature

\_\_\_\_\_  
Parent's signature

\_\_\_\_\_  
Grandparent designated as attorney in fact

State of Ohio)

ss:

County of \_\_\_\_\_)

Subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Notices:

1. A power of attorney may be executed only if one of the following circumstances exists: (1) The parent, guardian, or custodian of the child is: (a) Seriously ill, incarcerated, or about to be incarcerated; (b) Temporarily unable to provide financial support or parental guidance to the child; (c) Temporarily unable to provide adequate care and supervision of the child because of the parent's, guardian's, or custodian's physical or mental condition; (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable; or (e) In or about to enter a residential treatment program for substance abuse; (2) One of the child's parents is deceased and the other parent, with authority to do so, seeks to execute a power of attorney; or (3) The parent, guardian, or custodian has a well-founded belief that the power of attorney is in the child's best interest.
2. The signatures of the parent, guardian, or custodian of the child and the grandparent designated as the attorney in fact must be notarized by an Ohio notary public.
3. A parent, guardian, or custodian who creates a power of attorney must notify the parent of the child who is not the residential parent and legal custodian of the child unless one of the following circumstances applies: (a) the parent is prohibited from receiving a notice of relocation in accordance with section [3109.051](#) of the Revised Code of the creation of the power of attorney; (b) the parent's parental rights have been terminated by order of a juvenile court pursuant to Chapter 2151. of the Revised Code; (c) the parent cannot be located with reasonable efforts; (d) both parents are executing the power of attorney. The notice must be sent by certified mail not later than five days after the power of attorney is created and must state the name and address of the person designated as the attorney in fact.
4. A parent, guardian, or custodian who creates a power of attorney must file it with the juvenile court of the county in which the attorney in fact resides, or any other court that has jurisdiction over the child under a previously filed motion or proceeding. The power of attorney must be filed not later than five days after the date it is created and be accompanied by a receipt showing that the notice of creation of the power of attorney was sent to the parent who is not the residential parent and legal custodian by certified mail.
5. This power of attorney does not affect the rights of the child's parents, guardian, or custodian regarding any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child.
6. A person or entity that relies on this power of attorney, in good faith, has no obligation to make any further inquiry or investigation.
7. This power of attorney terminates on the occurrence of whichever of the following occurs first: (1) the power of attorney is revoked in writing by the person who created it and that person gives written notice of the revocation to the grandparent who is the attorney in fact and the juvenile court with which the power of attorney was filed; (2) the child ceases to live with the grandparent who is the attorney in fact; (3) the power of attorney is terminated by court order; (4) the death of

the child who is the subject of the power of attorney; or (5) the death of the grandparent designated as the attorney in fact.

If this power of attorney terminates other than by the death of the attorney in fact, the grandparent who served as the attorney in fact shall notify, in writing, all of the following:

- (a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;
  - (b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the other person or entity would reasonably rely on the power of attorney unless notified of the termination;
  - (c) The court in which the power of attorney was filed after its creation;
  - (d) The parent who is not the residential parent and legal custodian of the child who is required to be given notice of its creation. The grandparent shall make the notifications not later than one week after the date the power of attorney terminates.
8. If this power of attorney is terminated by written revocation of the person who created it, or the revocation is regarding a second or subsequent power of attorney, a copy of the revocation must be filed with the court with which that power of attorney was filed.

Additional information:

To the grandparent designated as attorney in fact:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this power of attorney. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the power of attorney unless notified. The notification must be made not later than one week after the child stops living with you.
2. You must include with the power of attorney the following information:
  - (a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;
  - (b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;
  - (c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;
  - (d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child;
  - (e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child's being an abused child or a neglected child or previously have been determined, in a case in which a child has been adjudicated an

abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.

3. If you receive written notice of revocation of the power of attorney or the parent, custodian, or guardian removes the child from your home and if you believe that the revocation or removal is not in the best interest of the child, you may, within fourteen days, file a complaint in the juvenile court to seek custody. You may retain physical custody of the child until the fourteen-day period elapses or, if you file a complaint, until the court orders otherwise.

To school officials:

1. Except as provided in section [3313.649](#) of the Revised Code, this power of attorney, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent designated as attorney in fact resides and that grandparent is authorized to provide consent in all school-related matters and to obtain from the school district educational and behavioral information about the child. This power of attorney does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.
2. The school district may require additional reasonable evidence that the grandparent lives in the school district.
3. A school district or school official that reasonably and in good faith relies on this power of attorney has no obligation to make any further inquiry or investigation.

To health care providers:

1. A person or entity that acts in good faith reliance on a power of attorney to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the power of attorney, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the power of attorney is completed and the signatures of the parent, guardian, or custodian of the child and the grandparent designated as attorney in fact are notarized.
2. The decision of a grandparent designated as attorney in fact, based on a power of attorney, shall be honored by a health care facility or practitioner, school district, or school official.

# Oklahoma

# OKLAHOMA

## Title 10. Children

### Chapter 26 - Services to Children and Youth

#### Article Power of Attorney

#### Section 700 - Power of Attorney for Care and Custody of Child - Effect of Delegation of Powers - Revocation

Cite as: 10 O.S. § 700 (OSCN 2024)

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A. A parent or legal custodian of a child, by a properly executed power of attorney provided in Section 2 of this act, may delegate to another person, for a period not to exceed one (1) year, any of the powers regarding the care and custody of the child, except the power to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child. A delegation of powers under this section shall not deprive the parent or legal custodian of any parental or legal authority regarding the care and custody of the child.

B. The parent or legal custodian of the child shall have the authority to revoke or withdraw the power of attorney authorized by subsection A of this section at any time. If the delegation of authority lasts longer than one (1) year, the parent or legal custodian of the child shall execute a new power of attorney for each additional year that the delegation exists.

C. The attorney-in-fact shall exercise parental or legal authority on a continuous basis for not less than twenty-four (24) hours and without compensation for the intended duration of the power of attorney authorized by subsection A of this section and shall not be subject to the requirements of the Oklahoma Child Care Facilities Licensing Act.

D. Except as provided by Section 1-4-904 of Title 10A of the Oklahoma Statutes, a parent or legal custodian who executes a power of attorney authorized by subsection A of this section shall not constitute abandonment, abuse or neglect as defined in Section 1-1-105 of Title 10A of the Oklahoma Statutes unless the parent or legal custodian fails to make contact or execute a new power of attorney after the one-year time limit has elapsed.

E. Under a delegation of powers as authorized by subsection A of this section, the child or children subject to the power of attorney shall not be considered placed in foster care as defined in Section 1-1-105 of Title 10A of the Oklahoma Statutes and the parties shall not be subject to any of the requirements or licensing regulations for foster care.



Cite as: 10 O.S. § 701 (OSCN 2024)

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A. The following statutory form of power of attorney to delegate parental or legal authority as authorized by Section 1 of this act is legally sufficient:

Statutory Form for Power of Attorney to Delegate Parental or Legal Custodian Powers

1. "I certify that I am the parent or legal custodian of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(minor child(ren))."

2. "I designate \_\_\_\_\_,  
(Full name of Attorney-in-fact)

\_\_\_\_\_,  
(Street address, city, state and zip code of Attorney-in-fact)

\_\_\_\_\_

\_\_\_\_\_

as the attorney-in-fact of each minor child named above."

3. \_\_\_\_\_ "I delegate to the attorney-in-fact all of my power and authority regarding the care, custody and property of each minor child named above, including but not limited to the right to enroll the child in school, inspect and obtain copies of education records and other records concerning the child, the right to attend school activities and other functions concerning the child, and the right to give or withhold any consent or waiver with respect to school activities, medical and dental treatment, and any other activity, function or treatment that may concern the child. This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child." or

4. \_\_\_\_\_ "I delegate to the attorney-in-fact the following specific powers and responsibilities (write in):

---

This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child."

5. "This power of attorney is effective for a period not to exceed one year, beginning \_\_\_\_\_, 20\_\_, and ending \_\_\_\_\_, 20\_\_. I reserve the right to revoke this authority at any time."

By: \_\_\_\_\_  
(Parent/Legal Custodian signature)

6. "I hereby accept my designation as attorney-in-fact for \_\_\_\_\_  
(Minor child(ren)) as specified in this power of attorney."

\_\_\_\_\_  
(Attorney-in-fact signature)

State of \_\_\_\_\_

County of \_\_\_\_\_

#### ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public, in and for said County and State on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_ (Name of Parent/Legal Custodian) and \_\_\_\_\_ (Name of Attorney-in-fact), to me known to be the identical persons who executed this instrument and acknowledged to me that each executed the same as his or her free and voluntary act and deed for the uses and purposes set forth in the instrument.

Witness my hand and official seal the day and year above written.

\_\_\_\_\_  
(Signature of notarial officer)

(Seal, if any)

\_\_\_\_\_  
(Title and Rank)

My commission expires: \_\_\_\_\_

B. The power of attorney is legally sufficient under this act, if the wording of the form complies substantially with subsection A of this section, the form is properly completed, and the signatures of the parties are acknowledged.

I certify that I am the parent or legal custodian of:

\_\_\_\_\_  
(Full name of minor child) (Date of birth)

\_\_\_\_\_  
(Full name of minor child) (Date of birth)

\_\_\_\_\_  
(Full name of minor child) (Date of birth)

(minor child(ren))."

2. "I designate \_\_\_\_\_,  
(Full name of Attorney-in-fact)

\_\_\_\_\_  
(Street address, city, state and zip code of Attorney-in-fact)

\_\_\_\_\_  
(Home phone of Attorney-in-fact) (Work phone of Attorney-in-fact)

as the attorney-in-fact of each minor child named above."

3. \_\_\_\_\_ "I delegate to the attorney-in-fact all of my power and authority regarding the care, custody and property of each minor child named above, including but not limited to the right to enroll the child in school, inspect and obtain copies of education records and other records concerning the child, the right to attend school activities and other functions concerning the child, and the right to give or withhold any consent or waiver with respect to school activities, medical and dental treatment, and any other activity, function or treatment that may concern the child. This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child." or

4. \_\_\_\_\_ "I delegate to the attorney-in-fact the following specific powers and responsibilities (write in):

\_\_\_\_\_

This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child."

5. "This power of attorney is effective for a period not to exceed one year, beginning \_\_\_\_\_, 20\_\_, and ending \_\_\_\_\_, 20\_\_. I reserve the right to revoke this authority at any time."

By: \_\_\_\_\_  
(Parent/Legal Custodian signature)

6. "I hereby accept my designation as attorney-in-fact for

\_\_\_\_\_  
(Minor child(ren)) as specified in this power of attorney."

\_\_\_\_\_  
(Attorney-in-fact signature)

State of \_\_\_\_\_

County of \_\_\_\_\_

ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public, in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_ (Name of Parent/Legal Custodian) and \_\_\_\_\_ (Name of Attorney-in-fact), to me known to be the identical persons who executed this instrument and acknowledged to me that each executed the same as his or her free and voluntary act and deed for the uses and purposes set forth in the instrument.

Witness my hand and official seal the day and year above written.

\_\_\_\_\_  
(Signature of notarial officer)

(Seal, if any)

\_\_\_\_\_  
(Title and Rank)

My commission expires: \_\_\_\_\_

## NOTICES REGARDING POWER OF ATTORNEY

1. A power of attorney may be executed only if one of the following circumstances exists:
  - a. The parent, guardian, or custodian of the child is:
    - i. Seriously ill, incarcerated or about to be incarcerated;
    - ii. Temporarily unable to provide financial support or parental guidance to the child;
    - iii. Temporarily unable to provide adequate care and supervision of the child because of the parent's, guardian's, or custodian's physical or mental condition;
    - iv. Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable; or
    - v. In or about to enter a residential treatment program for substance abuse;
  - b. One of the child's parents is deceased and the other parent, with authority to do so, seeks to execute a power of attorney; or
  - c. The parent, guardian, or custodian has a well-founded belief that the power of attorney is in the child's best interest.
2. The signatures of the parent, guardian, or custodian of the child and the grandparent designated as the attorney in fact must be notarized by an Ohio notary public.
3. A parent, guardian, or custodian who creates a power of attorney must notify the parent of the child who is not the residential parent and legal custodian of the child unless one of the following circumstances applies:
  - a. The parent is prohibited from receiving a notice of relocation in accordance with section 3109.051 of the Revised Code of the creation of the power of attorney;
  - b. The parent's parental rights have been terminated by order of a juvenile court pursuant to Chapter 2151. of the Revised Code;
  - c. The parent cannot be located with reasonable efforts;
  - d. Both parents are executing the power of attorney.

The notice must be sent by certified mail not later than five days after the power of attorney is created and must state the name and address of the person designated as the attorney in fact.

4. A parent, guardian, or custodian who creates a power of attorney must file it with the juvenile court of the county in which the attorney in fact resides, or any other court that has jurisdiction over the child under a previously filed motion or proceeding. The power of attorney must be filed not later than five days after the date it is created and be accompanied by a receipt showing that the notice of creation of the power of attorney was sent to the parent who is not the residential parent and legal custodian by certified mail.

5. A parent, guardian, or custodian who creates a second or subsequent power of attorney regarding a child who is the subject of a prior power of attorney must file the power of attorney with the juvenile court of the county in which the attorney in fact resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding. On filing, the court will schedule a hearing to determine whether the power of attorney is in the child's best interest.

6. This power of attorney does not affect the rights of the child's parents, guardian, or custodian regarding any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child.

7. A person or entity that relies on this power of attorney, in good faith, has no obligation to make any further inquiry or investigation.

8. This power of attorney terminates on the occurrence of whichever of the following occurs first:

- a. One year elapses following the date the power of attorney is notarized;
- b. The power of attorney is revoked in writing by the person who created it;
- c. The child ceases to live with the grandparent who is the attorney in fact;
- d. The power of attorney is terminated by court order;
- e. The death of the child who is the subject of the power of attorney; or
- f. The death of the grandparent designated as the attorney in fact.

If this power of attorney terminates other than by the death of the attorney in fact, the grandparent who served as the attorney in fact shall notify, in writing, all of the following:

- a. Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;
- b. Any other person or entity that has an ongoing relationship with the child or grandparent such that the other person or entity would reasonably rely on the power of attorney unless notified of the termination;
- c. The court in which the power of attorney was filed after its creation; and
- d. The parent who is not the residential parent and legal custodian of the child who is required to be given notice of its

creation. The grandparent shall make the notifications not later than one week after the date the power of attorney terminates.

9. If this power of attorney is terminated by written revocation of the person who created it, or the revocation is regarding a second or subsequent power of attorney, a copy of the revocation must be filed with the court with which that power of attorney was filed.

**ADDITIONAL INFORMATION:**

**To the grandparent designated as attorney in fact:**

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this power of attorney. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the power of attorney unless notified. The notification must be made not later than one week after the child stops living with you.

2. You must include with the power of attorney the following information:

- a. The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;
- b. Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;
- c. Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;
- d. Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child;
- e. Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused child or a neglected child or previously have been determined, in a case in which a child has been

adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.

**To school officials:**

1. Except as provided in section 3313.649 of the Revised Code, this power of attorney, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent designated as attorney in fact resides and that grandparent is authorized to provide consent in all school-related matters and to obtain from the school district educational and behavioral information about the child. This power of attorney does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.
2. The school district may require additional reasonable evidence that the grandparent lives in the school district.
3. A school district or school official that reasonably and in good faith relies on this power of attorney has no obligation to make any further inquiry or investigation.

**To health care providers:**

1. A person or entity that acts in good faith reliance on a power of attorney to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the power of attorney, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the power of attorney is completed and the signatures of the parent, guardian, or custodian of the child and the grandparent designated as attorney in fact are notarized.
2. The decision of a grandparent designated as attorney in fact, based on a power of attorney, shall be honored by a health care facility or practitioner, school district, or school official.



# Oregon

OREGON

**109.056 Delegation of certain powers by parent or guardian; delegation during period of military service.** (1) Except as provided in subsection (2) or (3) of this section, a parent or guardian of a minor or incapacitated person, by a properly executed power of attorney, may delegate to another person, for a period not exceeding six months, any of the powers of the parent or guardian regarding care, custody or property of the minor child or ward, except the power to consent to marriage or adoption of a minor ward.

(2) A parent or guardian of a minor child may delegate the powers designated in subsection (1) of this section to a school administrator for a period not exceeding 12 months.

(3)(a) As used in this subsection, “servicemember-parent” means a parent or guardian:

(A) Who is:

(i) A member of the organized militia of this state;

(ii) A member of the Reserves of the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States;

(iii) A member of the commissioned corps of the National Oceanic and Atmospheric Administration; or

(iv) A member of the Public Health Service of the United States Department of Health and Human Services detailed by proper authority for duty with the Army or Navy of the United States; and

(B) Who is required to enter and serve in the active military service of the United States under a call or order by the President of the United States or to serve on state active duty as defined in the Oregon Code of Military Justice.

(b) A servicemember-parent of a minor child may delegate the powers designated in subsection (1) of this section for a period not exceeding the term of active duty service plus 30 days.

(c) Except as provided in paragraph (d) of this subsection, if the minor child is living with the child’s other parent, a delegation under paragraph (b) of this subsection must be to the parent with whom the minor child is living unless a court finds that the delegation would not be in the best interests of the minor child.

(d) When the servicemember-parent has joint custody of the minor child with the child’s other parent or another individual, and the servicemember-parent is married to an individual other than the child’s other parent, the servicemember-parent may delegate the powers designated in subsection (1) of this section to the spouse of the servicemember-parent for a

period not exceeding the term of active duty service plus 30 days, unless a court finds that the delegation would not be in the best interests of the minor child.

## **Guardianship or Power of Attorney—Which Is Right For You?**

### **Guardianship**

Guardians are people who can make legal decisions about a child and they are appointed through a court process to have the legal authority to make decisions about a specific child. A guardian must provide food, clothing, shelter, education and all medical and dental needs of the child. A guardian must provide for the safety, protection and physical and emotional growth of the child. Like a parent, a guardian must maintain close contact with the child's school and physician. A guardian's authority focuses on the personal welfare of the child, but the guardian must also handle basic financial affairs of the child. For example, a Guardian must file income tax returns for the minor if a tax return is required.

In order to obtain a guardianship over a minor child, a petition must be filed in the Probate Court. Parents and other people who may have the right to make legal decisions about a child, like a trustee, must have an opportunity to object, and a judge must sign an order granting the guardianship.

The types of guardianships discussed here are NOT guardianships that are created by a juvenile court in a dependency matter (when children are within the jurisdiction of the State of Oregon, such as in a foster care situation).

Guardianships usually last until the minor child reaches 18 years of age. In order to end the guardianship before the child turns 18, a parent would need to petition the court to end or "vacate" the guardianship. A judge may hold a hearing prior to granting or vacating a guardianship.

Under Oregon law, guardians have the right to decide where the child lives, either in or out of Oregon, unless the order of appointment says they can't. Guardians have all the rights and responsibilities that a parent would, including agreeing to the marriage or adoption of the child.

Guardians are not responsible, however, to support the child beyond the support that could be provided from the estate (money and other assets) of the minor. Even when a child has a guardian, the parents are still obligated to support the child financially. The guardian may take action to obtain child support and may apply for public assistance and / or private funds on the child's behalf, for which the child is eligible. Money and property of the child's estate must be kept separate from the Guardian's or Conservator's personal assets, therefore a separate bank account for the estate is opened. Guardians are not liable for the child's torts (damage or injury due to acts of negligence or willful misconduct).

## **Power of Attorney**

A power of attorney over a child is a document signed and notarized by a parent giving another person called the “attorney-in-fact” authority to make decisions for a minor child. It is not a court order. It is accepted by many, but not all, people or organizations as proof that the person has the legal right to make decisions for the child.

Powers of attorney are typically used by a parent who is unavailable for a period of time and wants to grant authority to another person over their child. It can be used to authorize a person to get medical treatment for a child or for making other significant decisions. Powers can also be limited to something very specific (for example, to take a child on vacation).

**A parent who does not agree with the decisions of the attorney-in-fact has more authority over the child than the attorney-in-fact.** A power of attorney can not be used to transfer custody or to supersede the right of the other parent. A parent cannot give another person the power to consent to marriage or adoption through a power of attorney. The power of attorney does not affect the rights of the child’s parents regarding the care, custody and control of the child and can be withdrawn at any time.

A power of attorney over a child is generally accepted by Oregon school districts for enrolling a child in school. A power of attorney may or may not be accepted by your insurance company for purposes of adding the child to an insurance policy.

Under Oregon law, a power of attorney over a minor child is effective for a maximum of six months. You can limit this time period to as little as you want, but you cannot extend it beyond six months. If you need another power of attorney after six months, a new power of attorney may be signed. Persons in the US Armed Forces called to active duty can have a power of attorney last through the active duty period plus 30 days.

The parent granting the power of attorney can revoke (end) that power at any time, even before the ending date on the power of attorney. It is best to revoke the power of attorney in writing. Revoking a power of attorney is effective immediately as soon as you give it to the person named in the power of attorney form.

## INSTRUCTIONS FOR DELEGATION OF PARENTAL/GUARDIAN POWERS FORM

This delegation designates another person (called the “attorney-in-fact”) to make decisions regarding a minor child/ren in lieu of the child/ren’s parent or legal guardian. The “attorney-in-fact” can be any reliable person and does not have to be a lawyer. It is not a court order. It is accepted by many, but not all, people or organizations as proof that the person has the legal right to make decisions for the child/ren.

**A parent who does not agree with the decisions of the attorney-in-fact has more authority over the child than the attorney-in-fact.** This form cannot be used to transfer custody or to supersede the right of the other parent. It does not affect the rights of the child’s parents regarding the care, custody and control of the child and can be withdrawn at any time.

Please note: You may either print out this form and fill it in, or fill it in on-line and print it out. If you fill it in on-line, you will be unable to save any changes, so be sure to print out at least two copies of your form.

First, fill out the specific information regarding the child/ren and the attorney-in-fact as designated on the form.

Next, indicate what powers you are giving to the attorney-in-fact over your minor child/ren. The first box is for a general delegation granting all powers a parent would ordinarily have over the child/ren. The second box allows you to state the specific responsibilities and powers you want to grant. If you choose to select specific powers, be sure to list what those powers are in the box provided.

The completed delegation form must be signed by both the parent or legal guardian and the attorney-in-fact. Make several copies of the form since you will probably have to give a copy to each person or organization that the attorney-in-fact will need to deal with on behalf of the child/ren. Show them the original, and give them the copy. Keep the original in a safe place.

Under Oregon law, a delegation of parental/guardian rights is effective for a maximum of six months. You can limit this time period to as little as you want, but you cannot extend it beyond six months. If you need another power of attorney after six months, a new power of attorney may be signed. Persons in the US Armed Forces called to active duty can have a power of attorney last through the active duty period plus 30 days.

The parent granting the power can withdraw (revoke) that power at any time, even before the expiration date on the power of attorney. It is best that the withdrawal be in writing. A form called *Revocation of Power of Attorney* is attached. If you are a parent withdrawing the power, be sure to fill out the revocation form and deliver it to the person to whom you granted the power and to those people or organizations to whom you gave a copy of the delegation form. The withdrawal is effective immediately upon delivery.

**DELEGATION OF PARENTAL/GUARDIAN POWERS**

I certify that I am the parent or legal guardian of:

\_\_\_\_\_  
(FULL NAME OF MINOR CHILD)

\_\_\_\_\_  
(DATE OF BIRTH)

\_\_\_\_\_  
(FULL NAME OF MINOR CHILD)

\_\_\_\_\_  
(DATE OF BIRTH)

\_\_\_\_\_  
(FULL NAME OF MINOR CHILD)

\_\_\_\_\_  
(DATE OF BIRTH)

(“minor child/ren”). I designate

\_\_\_\_\_  
(FULL NAME OF ATTORNEY-IN-FACT)

\_\_\_\_\_  
(STREET ADDRESS, CITY, STATE AND ZIP CODE OF ATTORNEY-IN-FACT)

\_\_\_\_\_  
(HOME PHONE OF ATTORNEY-IN-FACT)

\_\_\_\_\_  
(WORK PHONE OF ATTORNEY-IN-FACT)

as the undersigned’s attorney-in-fact with respect to the minor child/ren under ORS 109.056.

I delegate to the attorney-in-fact all of my power and authority regarding the care, custody and property of the minor child/ren, including but not limited to the right to enroll the minor child/ren in school, inspect and obtain copies of education records and other records concerning the minor child/ren, the right to attend school activities and other functions concerning the minor child/ren, and the right to give or withhold any consent or waiver with respect to school activities, medical and dental treatment, and any other activity, function or treatment that may concern the minor child/ren. **OR**

I delegate to the attorney-in-fact the following specific powers and responsibilities (write in):

This delegation does not include the power or authority of the attorney-in-fact to consent to the minor child/ren's marriage or adoption.

SELECT ONE:

This power of attorney is effective for a period not to exceed six months, beginning \_\_\_\_\_, 20\_\_, and ending \_\_\_\_\_, 20\_\_. I reserve the right to revoke this authority at any time.

I am in the US Armed Forces and have been called to active duty This power of attorney is effective through my active duty period plus 30 days.

By: \_\_\_\_\_  
(PARENT/LEGAL GUARDIAN SIGNATURE)

I hereby accept my designation as attorney-in-fact for \_\_\_\_\_  
(MINOR CHILD/REN)  
as specified in this power of attorney.

\_\_\_\_\_  
(ATTORNEY-IN-FACT SIGNATURE)



**REVOCATION OF DELEGATION OF PARENTAL/GUARDIAN POWERS**

I hereby revoke (withdraw) the delegation of parental/guardian powers over my minor child/ren:

(check one)

(check one)

\_\_\_\_\_  
(FULL NAME OF MINOR CHILD)

\_\_\_\_\_  
(DATE OF BIRTH)

\_\_\_\_\_  
(FULL NAME OF MINOR CHILD)

\_\_\_\_\_  
(DATE OF BIRTH)

\_\_\_\_\_  
(FULL NAME OF MINOR CHILD)

\_\_\_\_\_  
(DATE OF BIRTH)

that was granted to \_\_\_\_\_ on the  
(FULL NAME OF ATTORNEY-IN-FACT)

following date \_\_\_\_\_. That delegation is now revoked.

By: \_\_\_\_\_  
(PARENT/LEGAL GUARDIAN SIGNATURE)

Today's date: \_\_\_\_\_

# Pennsylvania

PENNSYLVANIA

**§ 5611. Designation.**

**(a) General rule.**--A custodial parent, a legal custodian or legal guardian may designate a standby guardian by means of a written designation unless the minor has another parent or adoptive parent:

- (1) whose parental rights have not been terminated or relinquished;
- (2) whose whereabouts are known; and
- (3) who is willing and able to make and carry out the day-to-day child-care decisions concerning the minor.

**(b) Exception where other parent consents.**--Notwithstanding subsection (a), a parent, legal custodian or legal guardian may designate a standby guardian with the consent of the other parent.

**(c) Contents.**--

(1) A designation of a standby guardianship shall identify the custodial parent, legal custodian or legal guardian making the designation, the minor or minors, any other parent, the standby guardian and the triggering event or events upon which a named standby guardian shall become a coguardian or guardian. If desired, different standby guardians may be designated for different triggering events. The designation shall also include the signed consent of the standby guardian and the signed consent of any other parent or an indication why the other parent's consent is not necessary.

(2) The designation shall be signed by the designating parent, legal custodian or legal guardian in the presence of two witnesses who are 18 years of age or older and not otherwise named in the designation, who shall also sign the designation. If the parent, legal custodian or legal guardian is physically unable to sign the designation, the parent, legal custodian or legal guardian may direct another person not named in the designation to sign on the parent's, the legal custodian's or the legal guardian's behalf in the presence of the parent, legal custodian or legal guardian and the witnesses.

(3) A parent, legal custodian or legal guardian may also but need not designate an alternate in the designation.

(4) A designation may but need not be in the following form:

I (insert name of designator) do hereby appoint (insert name, address and telephone number of standby guardian) as the standby guardian of (insert name(s) of minor(s)) to take effect upon the occurrence of the following triggering event or events (insert specific triggering events).

I hereby revoke all former wills and codicils to the extent that there is a conflict between those formerly executed documents and this, my duly executed standby guardian designation.

I am the (insert designator's relationship to minor(s)) of (insert name(s) of minor(s)).

(Insert name(s) of minor(s)'s other parent(s)) is the father/mother of (insert name(s) of minor(s)).

His/her address is:

(Check all that apply):

He/she died on (insert date of death).

His/her parental rights were terminated or  
relinquished on (insert date of termination or  
relinquishment).

His/her whereabouts are unknown. I understand that  
all living parents whose rights have not been  
terminated must be given notice of this designation  
pursuant to the Pennsylvania Rules of Civil  
Procedure or a petition to approve this designation  
may not be granted by the court.

He/she is unwilling and unable to make and carry  
out day-to-day child-care decisions concerning the  
minor.

He/she consents to this designation and has signed  
this form below.

By this designation I am granting (insert name of standby guardian) the authority to act for 60 days following the occurrence of the triggering event as a coguardian with me or, in the event of my death, as guardian of my minor child(ren).

Optional: I hereby nominate (insert name, address and telephone number of alternate standby guardian) as the alternate standby guardian to assume the duties of the standby guardian named above in the event the standby guardian is unable or refuses to act as a standby guardian.

If I have indicated more than one triggering event, it is my intent that the triggering event which occurs first shall take precedence. If I have indicated "my death" as the triggering event, it is my intent that the person named in the designation to be standby guardian for my minor child(ren) in the event of my death shall be appointed as guardian of my minor child(ren) when I die.

It is my intention to retain full parental rights to the extent consistent with my condition and to retain the authority to revoke the standby guardianship if I so choose.

This designation is made after careful reflection, while I am of sound mind.

\_\_\_\_\_  
(Date)                      (Designator's signature)

\_\_\_\_\_  
(Witness's signature)      (Witness's signature)

\_\_\_\_\_  
(Number and Street)      (Number and Street)

\_\_\_\_\_  
(City, State and Zip Code)    (City, State and Zip Code)

If applicable: I (insert name of other parent)  
hereby consent to this designation.

\_\_\_\_\_  
(Date)                      (Signature of other parent)

\_\_\_\_\_  
(Address of other parent)

I, (insert name of standby guardian) hereby accept my nomination as standby guardian of (insert minor(s)'s name(s)). I understand that my rights and responsibilities toward the minor child(ren) named above will become effective upon the occurrence of the above-stated triggering event or events. I further understand that in order to continue caring for the child(ren), I must file a petition with the court within 60 days of the occurrence of the triggering event.

\_\_\_\_\_  
(Date)                      (Signature of standby guardian)

§ 2513. Medical and mental health care consent

**(a) General rule.**--A parent, legal guardian or legal custodian of a minor may confer upon an adult person who is a relative or family friend the power to consent to medical, surgical, dental, developmental, mental health or other treatment to be rendered to the minor under the supervision of or upon the advice of a physician, nurse, school nurse, dentist, mental health or other health care professional licensed to practice in this Commonwealth and to exercise any existing parental rights to obtain records and information with regard to the health care services and insurance unless the minor is in the custody of a county child and youth agency or there is currently in effect a prior order of a court in any jurisdiction which would prohibit the parent, legal guardian or legal custodian from exercising the power that the parent, legal guardian or legal custodian seeks to confer. When a parent's rights have not been terminated or voluntarily relinquished, nothing in this subsection shall divest a parent of the power to consent to his children's medical or mental health treatment. The authorization may also include the right to act as the minor's legal representative for the purposes of receiving informational materials regarding vaccines under section 2126 of the Public Health Service Act (58 Stat. 682, 42 U.S.C. § 300aa-26). Conferral of powers authorized by this subsection shall not be used to compel the production or release of records or information to which the parent, legal guardian or legal custodian would not themselves be entitled to review, receive or authorize release to others.

**(b) Rights of minors.**--The provisions of subsection (a) may not be utilized by a parent, legal guardian or legal custodian to confer upon an adult person who is a relative or family friend the power to consent to treatment or to obtain medical or mental health records, or insurance records relating to either or both, if the power to consent to treatment or to obtain medical or mental health records has been assigned by Federal or State law to the minor.

**(c) Form of authorization.**--

(1) Authorization to consent to medical or mental health treatment of a minor may be conveyed by any written form containing the name of the person upon whom the power is conferred, the name and date of birth of each minor with respect to whom the power is conferred, a statement by the person conferring the power that there are no court orders presently in effect that would prohibit the person from conferring the power and a description of the categories for which power is being conferred, including medical, surgical, dental, developmental, mental health or other treatment or a description of the specific treatment for which power is being conferred. The authorization shall be signed by the parent, legal guardian or legal custodian in the presence of and along with the contemporaneous signatures of two witnesses who are at least 18 years of age. The person upon whom the power to consent to medical or mental health treatment is being conferred may not serve as one of the witnesses. The adult person upon whom the power to consent to medical or mental health treatment is conferred shall also sign the authorization. If for any physical reason the person executing the authorization is unable to sign, the person executing

the authorization may make a mark to which that person's name shall be subscribed immediately thereafter.

(2) The authorization may be substantially in the following form, except that the use of alternative language shall not be precluded:

**MEDICAL CONSENT AUTHORIZATION**

( ) I (name) am the parent of the child(ren) listed below and there are no court orders now in effect that would prohibit me from conferring the power to consent upon another person.

( ) I (name) am the legal guardian or legal custodian of the child(ren) by court order (copy attached, if available) and there are no other court orders in effect that would prohibit me from conferring the power to consent upon another person.

I, \_\_\_\_\_, do hereby confer upon \_\_\_\_\_, residing at \_\_\_\_\_ the power to consent to necessary medical or mental health treatment for the following child(ren):  
\_\_\_\_\_, residing at \_\_\_\_\_, born on \_\_\_\_\_, and on the child(ren)'s behalf do hereby state that the power to consent which I confer shall not be affected by my subsequent disability or incapacity.

The power which I confer is specifically limited to health care and mental health care decision making, and it may be exercised only by the person named above.

The person named above may consent to the child(ren)'s (cross out all that do not apply):  
medical, dental, surgical, developmental and/or mental health examination or treatment and may have access to any and all records, including, but not limited to, insurance records regarding any such services.

I confer the power to consent freely and knowingly in order to provide for the child(ren) and not as a result of pressure, threats or payments by any person or agency. This document shall remain in effect until it is revoked by notifying my child(ren)'s medical, mental health care and insurance providers, in writing, and the person named above that I wish to revoke it.

In witness whereof, I, \_\_\_\_\_, have signed my name to this medical consent authorization, consisting of two (2) pages on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_, Pennsylvania.

(Printed Name)

(Signature)

(Witness Signature)

(Witness No.1 printed Name and Address)

(Witness Signature)

(Witness No.2 printed Name and Address)

(Signature of adult person who is being given power to consent)

**(d) Use by health care provider.**--An authorization described in subsection (a) which is consistent with the requirements of subsection (c)(1) shall be honored by all physicians, nurses, school nurses, mental health professionals, dentists, other health care professionals, hospitals, medical facilities, mental health facilities and insurance providers. Notwithstanding the provisions of subsection (f), the existence of a written document conveying powers as described in subsection (a) which is consistent with the requirements of subsection (c)(1) creates a presumption that the power has been lawfully conferred.

**(e) Revocation.**--Powers conferred under this section are revocable at will and effective upon notifying all parties of interest in writing. Death of a person who has previously executed a medical consent authorization constitutes revocation of the authorization, except that action taken without actual knowledge of the death in good faith reliance upon the authorization shall be permitted. Unless otherwise indicated on the authorization, disability or incapacity of the person executing the authorization does not constitute revocation of the authorization.

**(f) Liability.**--A person, contractholder, group health care provider, mental health care provider, health care facility, mental health care facility and insurer who acts in good faith reliance on medical consent authorization shall not incur civil or criminal liability or be subject to professional disciplinary action for treating a minor without legal consent, except that nothing in this section shall relieve an individual from liability for violations of other provisions of law.

**(g) Family reunification services.**--This section shall not be construed to provide a substitute for family reunification services under 23 Pa.C.S. Ch. 63 (relating to child protective services). The execution of an authorization pursuant to subsection (a) shall not be binding in future custody or dependency proceedings. Regardless of the execution of a medical consent authorization, future custody or dependency determinations shall be based on the prevailing legal standard.

**(h) Determination of insurance coverage.**--An insurer shall determine whether to add a child to the insurance coverage of a person who has been authorized to consent to treatment of that child under this section. No provision of this section may be construed to compel an insurer to provide such coverage.





# Standby Guardianship Form

I, \_\_\_\_\_, do hereby appoint \_\_\_\_\_, as standby guardian of \_\_\_\_\_, to take effect upon the occurrence of the following triggering event or events:

\_\_\_\_\_  
\_\_\_\_\_.

I hereby revoke all former wills and codicils to the extent that there is a conflict between those formerly executed documents and this, my duly executed standby guardian designation.

I am the \_\_\_\_\_ of \_\_\_\_\_.  
\_\_\_\_\_ is the father/mother of \_\_\_\_\_.

His/her address is: \_\_\_\_\_.

Check all that apply:

- He/she died on \_\_\_\_\_.
- His/her parental rights were terminated or relinquished on \_\_\_\_\_.
- His/her whereabouts are unknown. I understand that all living parents whose rights have not been terminated must be given notice of this designation pursuant to the Pennsylvania Rules of Civil Procedure or a petition to approve this designation may not be granted by the court.
- He/she is unwilling and unable to make and carry out day-to-day child-care decisions concerning the minor.
- He/she consents to this designation and has signed this form below.

By this designation, I am granting \_\_\_\_\_ the authority to act for 60 days following the occurrence of the triggering event as a co-guardian with me, or in the event of my death, as guardian of my minor child(ren).

I hereby nominate \_\_\_\_\_ as the alternate standby guardian to assume the duties of the standby guardian named above in the event the standby guardian is unable or refuses to act as a standby guardian.

If I have indicated more than one triggering event, it is my intent that the triggering event which occurs first shall take precedence. If I have indicated "my death" as the triggering event, it is my intent that the person named in the designation to be standby guardian for my minor child(ren) in the event of my death shall be appointed as guardian of my minor child(ren) when I die.

It is my intention to retain full parental rights to the extent consistent with my condition and to retain the authority to revoke the standby guardianship if I so choose. This designation is made after careful reflection, while I am of sound mind.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Designator's Signature)

\_\_\_\_\_  
(Witness's Signature)

\_\_\_\_\_  
(Witness's Signature)

\_\_\_\_\_  
(Witness's Address)

\_\_\_\_\_  
(Witness's Address)

(If applicable:) I, \_\_\_\_\_, hereby consent to this designation.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Other Parent)

\_\_\_\_\_  
(Address of Other Parent)

I, \_\_\_\_\_, hereby accept my nomination as standby guardian of \_\_\_\_\_ . I understand that my rights and responsibilities toward the minor child(ren) named above will become effective upon the occurrence of the above-stated triggering event or events. I further understand that in order to continue caring for the child(ren), I must file a petition with the court within 60 days of the occurrence of the triggering event.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Standby Guardian)

**Form of Individual Acknowledgment by Maker of Standby Guardianship**

Commonwealth of Pennsylvania }  
County of \_\_\_\_\_ } SS:

On this, the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is signed to the within standby guardianship and acknowledged that \_\_he executed it for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

\_\_\_\_\_  
Notary Public

**Form of Affidavit for First Witness of Standby Guardianship**

Commonwealth of Pennsylvania }  
County of \_\_\_\_\_ } SS:

Before me, the undersigned notary public, personally appeared \_\_\_\_\_, to me known, who being duly sworn according to law, doth depose and say that \_\_he witnessed the designator knowingly and voluntarily sign this document by signature or mark in my presence.

Witness' Signature

\_\_\_\_\_  
Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**Form of Affidavit for Second Witness of Standby Guardianship**

Commonwealth of Pennsylvania }  
County of \_\_\_\_\_ } SS:

Before me, the undersigned notary public, personally appeared \_\_\_\_\_, to me known, who being duly sworn according to law, doth depose and say that \_\_he witnessed the designator knowingly and voluntarily sign this document by signature or mark in my presence.

Witness' Signature

\_\_\_\_\_  
Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## Medical Consent Authorization

Act 52 of 1999 Medical Consent Act

I, \_\_\_\_\_, am the Parent/ Legal Guardian (if Legal Guardian, attach copy of court order) of the child(ren) listed below and there are no court orders now in effect that would prohibit me from conferring the power to consent upon another person.

I, \_\_\_\_\_, do hereby confer upon  
(Name of Parent or Legal Guardian or Custodian)

\_\_\_\_\_  
(Name of Person Bringing Child(ren) for Care)

residing at \_\_\_\_\_

the power to consent to necessary medical or mental health treatment for the following child(ren):

1) Name: \_\_\_\_\_ Born on: \_\_\_\_\_

Residing at: \_\_\_\_\_

2) Name: \_\_\_\_\_ Born on: \_\_\_\_\_

Residing at: \_\_\_\_\_

3) Name: \_\_\_\_\_ Born on: \_\_\_\_\_

Residing at: \_\_\_\_\_

and on the child(ren)'s behalf do hereby state that the power to consent that I confer shall not be affected by my subsequent disability or incapacity.

The power that I confer is specifically limited to health care and mental health care decision making, and it may be exercised only by the person named above.

The person named above may consent to the following examinations and treatment for my child(ren) (check all that apply):

\_\_\_\_\_ Medical                      \_\_\_\_\_ Surgical                      \_\_\_\_\_ Mental Health  
\_\_\_\_\_ Immunizations                      \_\_\_\_\_ Development                      \_\_\_\_\_ Dental  
\_\_\_\_\_ Other (specify)

and may have access to any and all records, including, but not limited to, insurance records regarding any such services.

I confer the power to consent freely and knowingly in order to provide for the child(ren) and not as a result of pressure, threats or payments by any person or agency. This document (which consists of two pages) shall remain in effect until it is revoked by my written notification to my child (ren)'s medical, mental health care, and insurance providers, and the person named above.

In witness hereof, I have signed my name to this medical consent authorization, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_, Pennsylvania.

\_\_\_\_\_  
(Printed Name) of Parent or Legal Guardian

\_\_\_\_\_  
(Signature) of Parent or Legal Guardian

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Witness No. 1 Printed Name and Address)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Witness No. 2 Printed Name and Address)

\_\_\_\_\_  
(Signature of Adult Person who is Being Given Power to Consent)

# **Rhode Island Forms**

**PARENTAL AUTHORIZATION/APPOINTMENT OF GUARDIAN**

In the event that I/we, \_\_\_\_\_,  
(parent(s) name(s))

of \_\_\_\_\_, Rhode Island, am/are, for any reason, absent or otherwise  
(city)

unable to care for, or make decisions regarding, my/our child(ren),

\_\_\_\_\_,  
(child's name) (child's date of birth)

\_\_\_\_\_,  
(child's name) (child's date of birth)

\_\_\_\_\_,  
(child's name) (child's date of birth)

\_\_\_\_\_,  
(child's name) (child's date of birth)

I/we, hereby give temporary custody of my/our above-named child(ren) to

\_\_\_\_\_ of \_\_\_\_\_  
(name of caregiver) (city and state)

or, if above-named caregiver is not immediately available, to

\_\_\_\_\_,  
(name of alternate caregiver)

who shall, acting as custodian, be referred to as the "custodian."

I/we hereby authorize and empower the custodian to authorize and obtain medical care and treatment (whether of an emergency nature or otherwise, and whether involving surgical treatment, blood transfusions, vaccines, medication or otherwise) for my/our above-named child at any time.

I/we also authorize and empower the custodian to enroll my/our above-named child in the educational system of the city or town where the custodian resides or in any other educational institution the custodian deems advisable.

I/we make the foregoing authorizations as evidence of my/our intent that my/our above-named child obtain prompt and complete medical care in my/our absence or in the event of my/our inability to care for, or make decisions about, him/her, regardless of whether such absence or inability is only temporary or is for a

lengthy or indefinite period. In such case, I/we further authorize and empower the custodian, with full power of substitution for me/us and in my/our name(s), place, and stead, to make any and all decisions for my/our above-named child's education, welfare and well-being that I/we might or could make.

Notwithstanding the foregoing, if the need should arise during my/our lifetime for a guardian for my/our above-named child, I appoint the above-named caregiver guardian of my above-named child's person and estate, or, if the above-named caregiver fails or ceases to serve, I appoint the above-named alternate caregiver guardian. No guardian should be required to furnish any bond or surety.

This appointment may be revoked by me/us in writing but shall remain in full force and effect unless revoked or when my/our child reaches the age of majority. A photocopy of this document shall have the same effect as the original.

This *Parental Authorization/Appointment of Guardian* was read to me/us in *Spanish* if that is my/our primary language. I/we understand its contents and sign it voluntarily and without duress.

**\*\*DO NOT SIGN UNTIL YOU ARE STANDING IN FRONT OF A NOTARY\*\***

\_\_\_\_\_  
Signature of Parent(s)

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name Parent(s)

\_\_\_\_\_  
Signature of Parent(s) (Optional)

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name Parent(s) (Optional)

Certificate of Notary Public

State of Rhode Island  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved through satisfactory evidence of identification, to be the person(s) who signed the preceding document in my presence and acknowledged to me that s/he/they signed the document voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
My Commission Expires

**AUTHORIZATION FOR RELEASE OF EDUCATIONAL RECORDS  
AND APPOINTMENT OF GUARDIAN  
FOR EDUCATIONAL PURPOSES**

In the event that I/we, \_\_\_\_\_,  
*(parent(s) name(s))*

whose address is \_\_\_\_\_,  
*(address of parent(s))*

am/are, for any reason, absent or otherwise unable to care for, or make decisions regarding,

my/our child(ren), \_\_\_\_\_,  
*(child's name) (child's date of birth)*

\_\_\_\_\_,  
*(child's name) (child's date of birth)*

\_\_\_\_\_,  
*(child's name) (child's date of birth)*

\_\_\_\_\_,  
*(child's name) (child's date of birth)*

I/we, hereby authorize \_\_\_\_\_,  
*(name of caregiver)*

whose address is \_\_\_\_\_,  
*(address of caregiver)*

to act in my/our behalf as the guardian of my/our above-named child(ren) for education purposes. I/we expressly appoint and authorize the above-named caregiver to have authority regarding all educational decision making for my/our above-named minor child(ren); to receive all educational records; to discuss all education matters with school personnel and to make any decisions regarding educational placement, services, or rights for my/our above-named child(ren).

Educational records for purposes of this authorization for release to the above-named caregiver include, but are not limited to:

- Grades and progress reports
- Discipline records
- Evaluations and assessments
- Special education records
- Medical records including substance abuse, psychological, and HIV
- Pin and passord for any parent/student internet information system
- Counseling records





**POWER OF ATTORNEY FOR HEALTHCARE**

In the event that I/we, \_\_\_\_\_,  
(parent(s) name(s))

whose address is \_\_\_\_\_,  
(address of parent(s))

am/are, for any reason, absent or otherwise unable to care for, or make decisions regarding

my/our child(ren), \_\_\_\_\_,  
(child's name) (child's date of birth)

I/we, hereby appoint \_\_\_\_\_,  
(name of caregiver)

whose address is \_\_\_\_\_,  
(address of caregiver)

as my/our agent for health care decision making and grant to my/our agent all power and authority regarding the medical treatment of my/our above-named child. I/we further grant my/our agent authority to make and withhold consent to any action that may be necessary to provide for the medical treatment and care of my/our above-named minor child.

The authority given to my agent includes, but is not limited to, serving as my personal representative to act on my behalf and exercise my rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

This release and appointment may be revoked by me/us in writing but shall remain in full force and effect unless revoked or when my/our child reaches the age of majority. A photocopy of this document shall have the same effect as the original.



# Tennessee

## TENNESSEE

### 34-6-302. Delegation of authority — “Parent” defined.

#### **(a)**

**(1)** A parent or parents of a minor child may delegate to any adult person residing in this state temporary care-giving authority regarding the minor child when hardship prevents the parent or parents from caring for the child. This authority may be delegated without the approval of a court by executing in writing a power of attorney for care of a minor child on a form provided by the department of children's services. Hardships may include but are not limited to:

**(A)** The serious illness or incarceration of a parent or legal guardian;

**(B)** The physical or mental condition of the parent or legal guardian or the child is such that care and supervision of the child cannot be provided; or

**(C)** The loss or uninhabitability of the child's home as the result of a natural disaster.

**(2)** A local education agency (LEA) is not required to enroll a student with a power of attorney stating a hardship other than one (1) of the three (3) specifically stated in subdivisions (a)(1)(A)-(C). The LEA may, however, enroll a student with a properly executed power of attorney for other hardships on a case by case basis.

**(b)** The power of attorney for care of the minor child shall be signed by the parent and acknowledged before a notary public or two (2) witnesses who shall sign and date their signatures concurrently and in each other's presence.

**(c)** For purposes of this part the term “parent” includes a legal guardian or legal custodian of the minor child.

### 34-6-303. Execution of instrument providing for power of attorney — Affidavit detailing hardship — Procedure when one parent has legal custody.

The instrument providing for the power of attorney shall be executed by both parents, if both parents are living and have legal custody of the minor child and shall state with specificity the details of the hardship preventing the parent from caring for the child. If only one (1) parent has legal custody of the minor child, then such parent shall execute the instrument. The other parent must consent in writing to the appointment in the instrument or the executing parent shall explain in the instrument why the consent cannot be obtained. If both parents do not execute the

affidavit, then the executing parent shall send by certified mail, return receipt requested, to the other parent at the last known address, a copy of the instrument and a notice of § 34-6-305.

34-6-304. Authority of caregiver — Enrollment in local education agency — Restitution to school district for fraudulent enrollment.

**(a)**

**(1)** Through the power of attorney for care of a minor child, the parent may authorize the caregiver to perform the following functions without limitation:

**(A)** Enroll the child in school and extracurricular activities;

**(B)** Obtain medical, dental and mental health treatment for the child; and

**(C)** Provide for the child's food, lodging, housing, recreation and travel.

**(2)** Nothing contained in this section shall be construed to limit the power of the parent to grant additional powers to the caregiver.

**(b)** The caregiver shall have the right to enroll the minor child in the local education agency serving the area where the caregiver resides. The local education agency shall allow a caregiver with a properly executed power of attorney for care of a minor child to enroll the minor child but, prior to enrollment, may require documentation of the minor child's residence with a caregiver or documentation or other verification of the validity of the stated hardship. Except where limited by federal law, the caregiver shall be assigned the rights, duties and responsibilities that would otherwise be assigned to the parent, legal guardian or legal custodian pursuant to title 49.

**(c)** Further, any adult accepting the power of attorney, as well as the parent, guardian, or other legal custodian, who enrolls a student in a school system while fraudulently representing the child's current residence or the parent's hardship or circumstances for issuing the power of attorney, is liable for restitution to the school district for an amount equal to the per pupil expenditure for the district in which the student is fraudulently enrolled. Restitution shall be cumulative for each year the child has been fraudulently enrolled in the system. Such restitution shall be payable to the school district and, when litigation is necessary to recover the restitution, the adult accepting the power of attorney, parent, guardian or other legal custodian shall be liable for the costs and fees, including attorney's fees, of the school district. Such an action for restitution shall be brought by or on behalf of the district in the circuit or chancery court in which the district is located within one (1) year of the date the fraudulent misrepresentation was discovered.

34-6-305. Revocation of power of attorney.

The power of attorney does not provide legal custody to the caregiver; provided, however, that, if at any time the parent or legal guardian disagrees with the decision of the caregiver or chooses to make any healthcare or educational decisions for the minor child, the parent must revoke the power of attorney and provide the health care provider and local education agency either written documentation of the revocation or a court order appointing a legal guardian or legal custodian.

34-6-306. Termination of power of attorney.

The power of attorney for care of a minor child may be terminated by an instrument in writing signed by either parent with legal custody. The power of attorney for care of a minor child may also be terminated by any order of a court of competent jurisdiction that appoints a legal guardian or legal custodian.

34-6-307. Contravening decision by parent.

The decision of a caregiver to consent to or to refuse medical, dental, or mental health care for a minor child shall be superseded by any contravening decision of the parent having legal custody of the minor child; provided, however, that the decision of the parent does not jeopardize the life, health, or safety of the minor child. If at any time the parent or legal guardian disagrees with the decision of the caregiver or chooses to make any healthcare decisions for the minor child, then the parent must revoke the power of attorney for care of a minor child and provide the health care provider written documentation of the revocation.

34-6-309. Residence change.

If the minor child ceases to reside with the caregiver, then the caregiver shall notify any person, school, or health care provider that has been provided the power of attorney for care of a minor child.

**POWER OF ATTORNEY FOR CARE OF A MINOR CHILD**

Use of this form is authorized by T.C.A. § 34-6-301 et seq. Completion of this form, along with the proper signatures, is sufficient to authorize enrollment of a minor in school and to authorize medical treatment. However, a school district may require additional documentation/information as permitted by this section of Tennessee law before enrolling a child in school or any extracurricular activities. *Please print clearly.*

**Part I:** To be filled out and/or initialed by parent(s)/legal guardian(s).

1. Minor Child's Name \_\_\_\_\_

2. Mother/Legal Guardian's Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Father/Legal Guardian's Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Caregiver's Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.  Both parents are living, have legal custody of the minor child and have signed this document;

**OR**

One parent is deceased;

**OR**

One parent has legal custody of the minor child and both parents have signed this document and consent to the appointment of the caregiver;

**OR**

One parent has legal custody of the minor child, and has sent by Certified Mail, Return Receipt requested, to the other parent at last known address, a copy of this document and a notice of the provisions in § 34-6-305; or the non-custodial parent has not consented to the appointment and consent cannot be obtained because \_\_\_\_\_.

6. Temporary care-giving authority regarding the minor child is being given to the caregiver because of the following type of hardship (**check at least one**):

the serious illness or incarceration of a parent or legal guardian;



(\_\_\_\_) the physical or mental condition of the parent or legal guardian or the child is such that care and supervision of the child cannot be provided;

(\_\_\_\_) the loss or uninhabitability of the child's home as a result of a natural disaster;

(\_\_\_\_) the need for medical or mental health treatment (including substance abuse treatment) by the parent or legal guardian; or,

(\_\_\_\_) other (please describe) \_\_\_\_\_  
\_\_\_\_\_.

7. (\_\_\_\_) I/We the undersigned, authorize the named caregiver to do one or more of the following:

(\_\_\_\_) enroll the child in school and *extracurricular activities* (including but not limited to Boy Scouts, Boys & Girls Club),

(\_\_\_\_) obtain medical, dental, and mental health treatment for the child, and

(\_\_\_\_) provide for the child's food, lodging, housing, recreation and travel.

(\_\_\_\_) I/We grant the following additional power to the named caregiver: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

8. (\_\_\_\_) I/We understand that this document does not provide legal custody to the caregiver. If at any time I/we disagree with a decision of the named caregiver or choose to make any healthcare or educational decisions for my/our child, I/we must revoke the power of attorney, in writing, and provide written documentation to the health care provider and the local education agency (i.e., school).

9. (\_\_\_\_) I/We understand that this document may be terminated in another written document signed by either parent with legal custody or by any order of a court with competent jurisdiction.

**Part II:** To be initialed by caregiver.

10. (\_\_\_\_) I understand that this document, properly executed, gives me the right to enroll the minor child in the local education agency serving the area where I reside.

11. (\_\_\_\_) I understand that this document does not provide me with legal custody.

12. (\_\_\_\_) I understand that, prior to enrollment, the local education agency may require documentation of the minor child's residence with a caregiver and/or documentation or other verification of the validity of the stated hardship.
13. (\_\_\_\_) I understand that, except where limited by federal law, I shall be assigned the rights, duties, and responsibilities that would otherwise be assigned to the parent, legal guardian or legal custodian pursuant to Tennessee Code Annotated Title 49.
14. (\_\_\_\_) I understand that, if the minor child ceases to reside with me, I am required by law to notify any person, school or health care provider to whom I have given this document.

**Part III:** To be initialed by parent(s) and caregiver.

15. (\_\_\_\_) (\_\_\_\_) We understand that, by accepting the power of attorney, if we enroll a student in a school system while fraudulently representing the child's current residence or the parents' hardship or circumstances for using the power of attorney, either or both of us is liable for restitution to the school district for an amount equal to the per pupil expenditure for the district in which the student is fraudulently enrolled. Restitution shall be cumulative for each year the child has been fraudulently enrolled in the system and may include costs and fees related to litigation.

---

I/We declare under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ Date: \_\_\_\_\_  
**Mother/Legal Guardian**

The Mother/Legal Guardian, \_\_\_\_\_, personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires:  
 \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Date: \_\_\_\_\_

**Father/Legal Guardian**

The Father/Legal Guardian, \_\_\_\_\_, personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Date: \_\_\_\_\_

**Caregiver**

The Caregiver, \_\_\_\_\_, personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires:  
\_\_\_\_\_

---

In lieu of a notary, pursuant to Tennessee Code Annotated § 34-6-302, the Legal Guardian(s) may complete the following acknowledgement by two witnesses.

---

The Legal Guardian(s) signed or acknowledged signing this document in my presence and, based upon personal observation, appears to be emotionally and mentally competent to complete this Power of Attorney for Care of a Minor Child form. Two witnesses must sign and date their signatures concurrently (at the same time) and in each other's presence.

\_\_\_\_\_  
**(Signature of Witness #1)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Signature of Witness #2)**

\_\_\_\_\_  
**(Date)**

**NOTICE TO THE LOCAL EDUCATION AGENCY AND/OR HEALTH CARE PROVIDER:**

Pursuant to T.C.A. § 34-6-308, no person, school official or health care provider who acts in good faith reliance on a power of attorney for care of a minor child to enroll the child in school or to provide medical, dental or mental health care, without actual knowledge of facts contrary to those authorized, is subject to criminal or civil liability to any person, or is subject to professional disciplinary action for such reliance. This section shall apply even if medical, dental, or mental health care is provided to a minor child or the child is enrolled in a school in contravention of the wishes of the parent with legal custody of the minor child, as long as the person, school official or health care provider has been provided a copy of an appropriately executed power of attorney for care of a minor child, and has not been provided written documentation that the parent has revoked the power of attorney for care of a minor child.

Additionally, pursuant to T.C.A. § 34-6-310, a person who relies on the power of attorney for care of a minor child has no obligation to make any further inquiry or investigation. Nothing in this part shall relieve any individual from liability for violations of other provisions of law.

# Texas

TEXAS

FAMILY CODE

TITLE 2. CHILD IN RELATION TO THE FAMILY

SUBTITLE A. LIMITATIONS OF MINORITY

CHAPTER 34. AUTHORIZATION AGREEMENT FOR NONPARENT ADULT CAREGIVER

Sec. 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](#).

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.

Sec. 34.0021. AUTHORIZATION AGREEMENT BY PARENT IN CHILD PROTECTIVE SERVICES CASE. A parent may enter into an authorization agreement with an adult caregiver with whom a child is placed under a parental child safety placement agreement approved by the Department of Family and Protective Services to allow the person to perform the acts described by Section [34.002](#)(a) with regard to the child:

(1) during an investigation of abuse or neglect; or

(2) while the department is providing services to the parent.

Sec. 34.0022. INAPPLICABILITY OF CERTAIN LAWS. (a) An authorization agreement executed under this chapter between a child's parent and an adult caregiver does not subject the adult caregiver to any law or rule governing the licensing or regulation of a residential child-care facility under Chapter [42](#), Human Resources Code.

(b) A child who is the subject of an authorization agreement executed under this chapter is not considered to be placed in foster care and the parties to the authorization agreement are not subject to any law or rule governing foster care providers.

Sec. 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.

Sec. 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.

Sec. 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, 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.

Sec. 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.

Sec. 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.

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.

(d) Repealed by Acts 2017, 85th Leg., R.S., Ch. 244 (H.B. 871), Sec. 13, eff. September 1, 2017.

(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.



## 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): 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.



# 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.*





## AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

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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.



# AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

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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:

\_\_\_\_\_



# AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

Revised  
October 2017  
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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



# AUTHORIZATION AGREEMENT FOR VOLUNTARY ADULT CAREGIVER

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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.



## ACUERDO DE AUTORIZACIÓN PARA CUIDADORES ADULTOS VOLUNTARIOS

Revisado en octubre  
de 2017

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Este acuerdo de autorización se hace de conformidad con el Capítulo 34 del Código Familiar de Texas y está relacionado con el menor que se indica a continuación:

Nombre completo del menor:
Fecha de nacimiento:

Padre/Madre que llena la forma:

Nombre completo:
Dirección física:
Teléfono:
Otra información de contacto:

Padre/Madre que no llenó la forma

Nombre completo:
Dirección física:
Teléfono:
Otra información de contacto:

El padre/la madre autoriza voluntariamente al siguiente cuidador adulto o cuidador voluntario de la colocación seleccionada por los padres para la seguridad del menor a tomar ciertas decisiones sobre el menor, como se indica en la siguiente página de este acuerdo de autorización.

Nombre:
Relación con el menor (marque uno): Cuidador adulto <input type="checkbox"/> Cuidador voluntario de la colocación seleccionada por los padres para la seguridad del menor de conformidad con Servicios de Protección al Menor, siempre que se cumplan los requisitos del Subcapítulo L del Código Familiar de Texas <input type="checkbox"/>
Dirección física:
Teléfono:
Otra información de contacto:

EL PADRE/LA MADRE Y EL CUIDADOR ADULTO VOLUNTARIO ENTIENDEN QUE, POR LEY. TIENEN QUE INFORMAR INMEDIATAMENTE A LA OTRA PERSONA DE CUALQUIER CAMBIO EN SU DIRECCIÓN O INFORMACIÓN DE CONTACTO.



## ACUERDO DE AUTORIZACIÓN PARA CUIDADORES ADULTOS VOLUNTARIOS

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**El padre/la madre autoriza al cuidador adulto voluntario a realizar las siguientes tareas en relación con el menor, y el cuidador adulto voluntario asume la obligación de desempeñar estas funciones (tache las opciones que no apliquen):**

- (1) Autorizar el tratamiento médico, dental, psicológico y quirúrgico y la vacunación del menor, y firmar consentimientos o autorizaciones para divulgar información como lo exigen las leyes relacionadas con el tratamiento o la vacunación;
- (2) Obtener y mantener la cobertura de seguro médico y de seguro de automóvil para el menor, cuando corresponda;
- (3) Matricular al menor en un programa de cuidado de niños o en una escuela preescolar, primaria o secundaria pública o privada;
- (4) Autorizar al menor a participar en actividades extracurriculares, cívicas, sociales o recreativas apropiadas para su edad, entre ellas, actividades deportivas;
- (5) Autorizar al menor a obtener un permiso de aprendizaje, una licencia de manejar o una tarjeta de identificación emitida por el estado;
- (6) Autorizar al menor a conseguir un trabajo;
- (7) Solicitar y recibir beneficios públicos en nombre del menor, y
- (8) Obtener copias u originales de los documentos de identificación personal del menor expedidos por el estado, incluida su acta de nacimiento; y, de conformidad con la ley federal, obtener copias u originales de los documentos de identificación personal del menor expedidos por el gobierno federal, incluida su tarjeta de Seguro Social.

Este acuerdo de autorización no da al cuidador adulto voluntario de una menor el derecho a autorizar que se le practique un aborto ni que le administren anticonceptivos de emergencia.

Por lo que les consta al padre/a la madre y al cuidador adulto voluntario (marque cuando corresponda):

**El menor no está sujeto a ningún acuerdo de autorización vigente (preexistente) y válido, y ningún padre, tutor, custodio, agencia de colocación de menores autorizada ni otro tipo de agencia afirma tener derecho a la posesión física o el cuidado, a la custodia o al control del menor en contraposición con este acuerdo de autorización.**

Al leal saber y entender del padre/de la madre y del cuidador adulto voluntario (escoja una de las siguientes):

**NINGÚN TRIBUNAL HA INTERVENIDO EN EL CASO DE ESTE MENOR**

Todas las siguientes afirmaciones tienen que ser ciertas:

No hay ninguna orden del tribunal o demanda pendiente que afecte la relación padre-hijo referente a este menor.

No hay ningún litigio pendiente en ningún tribunal referente a la custodia, posesión o colocación del menor, ni sobre el acceso o las visitas al menor.

El tribunal no tiene jurisdicción continua sobre el menor.

**ESTE MENOR HA SIDO OBJETO DE UNA DEMANDA JUDICIAL**



## ACUERDO DE AUTORIZACIÓN PARA CUIDADORES ADULTOS VOLUNTARIOS

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El tribunal con jurisdicción continua sobre el menor ha dado su aprobación por escrito para que se firme el acuerdo de autorización acompañado de la siguiente información:

El condado donde está ubicado el tribunal;

El número del tribunal, y

El número de la causa en relación con la cual se expidió la orden o está pendiente el litigio.

*Engrape una copia de la orden del tribunal a este acuerdo.*



## ACUERDO DE AUTORIZACIÓN PARA CUIDADORES ADULTOS VOLUNTARIOS

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### ADVERTENCIAS Y DECLARACIONES

Este acuerdo de autorización es un documento legal importante. El padre/la madre y el cuidador adulto voluntario tienen que leer todas las advertencias y declaraciones antes de firmar este acuerdo de autorización.

El padre/la madre y el cuidador adulto voluntario no tienen que consultar a un abogado, pero se les aconseja hacerlo.

Los derechos de padre pueden verse afectados al colocar o dejar al menor con otra persona.

Este acuerdo de autorización no le da al cuidador adulto voluntario los derechos de un tutor principal o posesorio ni de un tutor legal.

El padre/la madre que firma este acuerdo de autorización puede poner término al mismo y volver a asumir la custodia, posesión, cuidado y control del menor al solicitarlo, y en cualquier momento el padre o la madre pueden pedir que se les devuelva el menor.

El hecho de que el cuidador adulto voluntario no devuelva inmediatamente el menor a su padre o madre cuando se lo pida puede tener consecuencias penales y civiles.

De acuerdo con otras leyes aplicables, el cuidador adulto voluntario puede ser responsable de algunos gastos relacionados con el menor bajo su cuidado, pero el padre/la madre aún conserva la obligación parental de mantener al menor.

Bajo algunas circunstancias, este acuerdo de autorización no puede celebrarse sin el permiso por escrito del tribunal. Algunos ejemplos de cuándo el tribunal tiene que dar permiso son: cuando el tribunal ha dictado una orden previa de custodia o de manutención de menores.

Este acuerdo de autorización puede ser terminado por ciertas órdenes del tribunal que afectan al menor.

Este acuerdo de autorización no sustituye, invalida ni termina ningún acuerdo de autorización previo en relación con el menor.

Este acuerdo de autorización queda anulado si un acuerdo de autorización anterior en relación con el menor está vigente, no ha vencido ni ha sido terminado.

Este acuerdo de autorización no da al cuidador adulto voluntario del menor el derecho





## ACUERDO DE AUTORIZACIÓN PARA CUIDADORES ADULTOS VOLUNTARIOS

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a autorizar que le hagan un aborto ni que le administren anticonceptivos de emergencia.

### REQUISITOS DE ENVÍO:

Si uno de los padres no firma el acuerdo de autorización para padres, DEBE enviarse por correo una copia del acuerdo al padre que no lo firmó, a menos que este haya muerto o haya perdido sus derechos de padre. Este acuerdo de autorización **quedará anulado** a menos que en los diez días posteriores a su firma:

1. Todas las partes envíen por correo certificado o correo internacional registrado y con acuse de recibo (como corresponda) una copia de este acuerdo al padre que no lo firmó, y
2. Todas las partes envíen por correo de primera clase o primera clase internacional (como corresponda) una copia del acuerdo al padre que no lo firmó.

Cualquier parte en este acuerdo de autorización deberá informar de inmediato a la otra parte sobre cualquier cambio de dirección o de información de contacto. Si cualquier parte dejara de cumplir lo previsto en esta subsección, la otra parte podrá anular este acuerdo de autorización.

### EXCEPCIÓN A LOS REQUISITOS DE ENVÍO:

Si el padre que no firmó el acuerdo de autorización **no tiene orden judicial de posesión o acceso al menor objeto del acuerdo**, el padre que sea parte en el acuerdo no tiene que enviar una copia del acuerdo al padre que no firmó si se da una de las siguientes circunstancias:

1. Se ha emitido una orden de protección contra el padre que no firmó de conformidad con el Capítulo 85 del Código Familiar de Texas o alguna ley similar de otro estado por cometer un acto de violencia familiar (según se define en la Sección 71.004 del Código Familiar de Texas) contra el padre que firmó el acuerdo o cualquier hijo del padre que lo firmó, o
2. El padre que no firmó ha sido declarado culpable de cualquiera de las siguientes infracciones penales contra el padre que firmó el acuerdo o cualquier hijo del padre que lo firmó:
  - cualquier infracción bajo el Título 5 del Código Penal de Texas (incluidos el asesinato, el secuestro, la agresión y la agresión sexual), o
  - cualquier otra infracción penal en Texas u otro estado si la infracción es un acto violento o una conducta sexual prohibida.

## DURACIÓN DEL ACUERDO DE AUTORIZACIÓN

El presente acuerdo de autorización está vigente por:

- seis meses a partir de la fecha en que las partes suscriban el acuerdo, renovándose de manera automática por plazos de seis meses a menos que el acuerdo quede anulado a consecuencia de cualquiera de las circunstancias previstas en la Sección 34.008 del Código Familiar de Texas, o
- el tiempo previsto en el acuerdo, con una fecha de vencimiento concreta inferior a seis meses de la fecha en que las partes firmen el acuerdo.

Si el padre o la madre no quieren que el acuerdo dure seis meses ni que se renueve automáticamente cada seis meses, deberán indicar las circunstancias en que podrá terminarse el acuerdo de autorización (de conformidad con la Sección 34.008) antes de la fecha de vencimiento del mismo; o en que podrá prolongarse más allá de la duración establecida por un tribunal para el acuerdo (de conformidad con la Sección 34.008(b)). Nota: consulte en la última página de la forma el texto completo de la Sección 34.008 sobre la terminación o revocación del acuerdo.



# ACUERDO DE AUTORIZACIÓN PARA CUIDADORES ADULTOS VOLUNTARIOS

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Si el padre o la madre desean que el acuerdo venza en una fecha anterior a los seis meses a partir de la fecha en que las partes firmen el acuerdo, deberán indicar la fecha de vencimiento del acuerdo:

\_\_\_\_\_

Cuando corresponda, indique las circunstancias en que podrá terminarse el acuerdo antes de la fecha de vencimiento:

\_\_\_\_\_  
\_\_\_\_\_

Al firmar a continuación, el padre/la madre y el cuidador adulto voluntario hacen constar que han leído este acuerdo detalladamente, que firman el acuerdo voluntariamente, y que han leído y entendido todas las advertencias y declaraciones incluidas en él.

\_\_\_\_\_  
PADRE/MADRE

Nombre en letra de molde:

SUSCRITO Y CORROBORADO ANTE MÍ en este día \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_.

\_\_\_\_\_  
Notary Public en y para el Estado de Texas

\_\_\_\_\_  
PADRE/MADRE\*\*

Nombre en letra de molde:

SUSCRITO Y JURADO ANTE MÍ en este día \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_.

\_\_\_\_\_  
Notary Public en y para el Estado de Texas

\_\_\_\_\_  
CUIDADOR ADULTO VOLUNTARIO

Nombre en letra de molde:



# ACUERDO DE AUTORIZACIÓN PARA CUIDADORES ADULTOS VOLUNTARIOS

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SUSCRITO Y CORROBORADO ANTE MÍ en este día \_\_\_\_\_ de \_\_\_\_\_ de 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public en y para el Estado de Texas

## Disposiciones legales importantes Código Familiar de Texas (a 1 de septiembre de 2017)

Ley:

### Sección 34.0075 DURACIÓN DEL ACUERDO DE AUTORIZACIÓN

Cualquier acuerdo de autorización suscrito de conformidad con este capítulo tendrá una duración de seis meses a partir de la fecha en que las partes firmen el acuerdo, y se renovará automáticamente cada seis meses a menos que:

- (1) se establezca una fecha de vencimiento anterior en el acuerdo de autorización;
- (2) el acuerdo de autorización se termine según lo previsto en la Sección 34.008, o
- (3) un tribunal autorice la continuación del acuerdo según lo previsto en la Sección 34.008(b).

### Sección 34.008. TERMINACIÓN DEL ACUERDO DE AUTORIZACIÓN

(a) Salvo en los casos previstos en la Subsección (b), cualquier acuerdo de autorización suscrito de conformidad con este capítulo quedará anulado cuando, una vez firmado el acuerdo, un tribunal dicte una orden:

- (1) que modifique la relación entre el padre o madre y el menor;
- (2) que afecte a la custodia, posesión o colocación del menor;
- (3) que afecte al acceso o visitas al menor, o
- (4) que tenga que ver con el nombramiento de un tutor para el menor de conformidad con el Subcapítulo B, Capítulo 1104 del Código Testamentario de Texas.

(b) Cualquier acuerdo de autorización podrá continuar después de dictarse una orden judicial de conformidad con la Subsección (a) siempre que el tribunal responsable lo autorice por escrito.

(c) Cualquier acuerdo de autorización de conformidad con este capítulo quedará anulado cuando lo revoque por escrito una de sus partes siempre que:

- (1) se entregue a todas las partes un aviso de revocación por escrito;
- (2) presente la revocación escrita al Secretario del Tribunal en el condado donde:
  - (A) viva el menor;
  - (B) vivía el menor en el momento de firmarse el acuerdo de autorización; o
  - (C) viva el adulto encardado, y
- (3) presente la revocación escrita al secretario de todos los tribunales:
  - (A) que tengan jurisdicción continua y exclusiva sobre el menor;
  - (B) que tengan una orden judicial o una causa pendiente que afecte la relación padre-hijo referente a este menor;
  - (C) que tengan un litigio pendiente sobre:
    - (i) la custodia, posesión o colocación del menor, o
    - (ii) el acceso o las visitas al menor, o
  - (D) que hayan dictado una orden relativa al nombramiento de un tutor para el menor de conformidad con el Subcapítulo B, Capítulo 1104 del Código Testamentario de Texas.



## ACUERDO DE AUTORIZACIÓN PARA CUIDADORES ADULTOS VOLUNTARIOS

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(d) Cuando ambos padres hayan firmado el acuerdo de autorización, ninguno de ellos podrá revocarlo sin el consentimiento del otro.

(e) La firma de un acuerdo de autorización posterior no sustituye, invalida ni termina un acuerdo de autorización previo.

# Utah

UTAH

**75-5-103. Delegation of powers by parent or guardian.**

A parent or a guardian of a minor or incapacitated person, by a properly-executed power of attorney, may delegate to another person, for a period not exceeding six months, any of the parent's or guardian's powers regarding care, custody, or property of the minor child or ward:

- (1) except the power to consent to:
  - (a) marriage; or
  - (b) adoption of a minor ward; and
- (2) subject to Section [53G-6-302](#), including making decisions related to schooling.

**53G-6-302. Child's school district of residence -- Determination -- Responsibility for providing educational services.**

- (1) As used in this section:
  - (a) "Health care facility" means the same as that term is defined in Section [26B-2-201](#).
  - (b) "Human services program" means the same as that term is defined in Section [26B-2-101](#).
  - (c) "Supervision" means a minor child is:
    - (i) receiving services from a state agency, local mental health authority, or substance abuse authority with active involvement or oversight; and
    - (ii) engaged in a human services program that is properly licensed or certified and has provided the school district receiving the minor child with an education plan that complies with the requirements of Section [26B-2-116](#).
- (2) The school district of residence of a minor child whose custodial parent resides within Utah is:
  - (a) the school district in which the custodial parent resides; or

- (b) the school district in which the child resides:
- (i) while in the custody or under the supervision of a Utah state agency, local mental health authority, or substance abuse authority;
  - (ii) while under the supervision of a private or public agency which is in compliance with Section [26B-2-131](#) and is authorized to provide child placement services by the state;
  - (iii) while living with a responsible adult resident of the district, if a determination has been made in accordance with rules made by the state board in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, that:
    - (A) the child's physical, mental, moral, or emotional health will best be served by considering the child to be a resident for school purposes;
    - (B) exigent circumstances exist that do not permit the case to be appropriately addressed under Section [53G-6-402](#); and
    - (C) considering the child to be a resident of the district under this Subsection (2)(b)(iii) does not violate any other law or rule of the state board;
  - (iv) while the child is receiving services from a health care facility or human services program, if a determination has been made in accordance with rules made by the state board in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, that:
    - (A) the child's physical, mental, moral, or emotional health will best be served by considering the child to be a resident for school purposes;
    - (B) exigent circumstances exist that do not permit the case to be appropriately addressed under Section [53G-6-402](#); and
    - (C) considering the child to be a resident of the district under this Subsection (2)(b)(iv) does not violate any other law or rule of the state board; or
  - (v) if the child is married or has been determined to be an emancipated minor by a court of law or by a state administrative agency authorized to make that determination.

- (3) A minor child whose custodial parent does not reside in the state is considered to be a resident of the district in which the child lives, unless that designation violates any other law or rule of the state board, if:
- (a) the child is married or an emancipated minor under Subsection (2)(b)(v);
  - (b) the child lives with a resident of the district who is a responsible adult and whom the district agrees to designate as the child's legal guardian under Section [53G-6-303](#);
  - (c) if permissible under policies adopted by a local school board, it is established to the satisfaction of the local school board that:
    - (i) the child lives with a responsible adult who is a resident of the district and is the child's noncustodial parent, grandparent, brother, sister, uncle, or aunt;
    - (ii) the child's presence in the district is not for the primary purpose of attending the public schools;
    - (iii) the child's physical, mental, moral, or emotional health will best be served by considering the child to be a resident for school purposes; and
    - (iv) the child is prepared to abide by the policies of the school and school district in which attendance is sought; or
  - (d) it is established to the satisfaction of the local school board that:
    - (i) the child's parent moves from the state;
    - (ii) the child's parent executes a power of attorney under Section [75-5-103](#) that:
      - (A) meets the requirements of Subsection (4); and
      - (B) delegates powers regarding care, custody, or property, including schooling, to a responsible adult with whom the child resides;
    - (iii) the responsible adult described in Subsection (3)(d)(ii)(B) is a resident of the district;
    - (iv) the child's physical, mental, moral, or emotional health will best be served by considering the child to be a resident for school purposes;
    - (v) the child is prepared to abide by the policies of the school and school district in which attendance is sought; and



- (vi) the child's attendance in the school will not be detrimental to the school or school district.
- (4) (a) If admission is sought under Subsection (2)(b)(iii), (3)(c), or (3)(d), then the district may require the person with whom the child lives to be designated as the child's custodian in a durable power of attorney, issued by the party who has legal custody of the child, granting the custodian full authority to take any appropriate action, including authorization for educational or medical services, in the interests of the child.
- (b) Both the party granting and the party empowered by the power of attorney shall agree to:
- (i) assume responsibility for any fees, as defined in Section [53G-7-501](#), to the child's education in the district; and
  - (ii) if eligibility for fee waivers is claimed under Section [53G-7-504](#), provide the school district with all financial information requested by the district for purposes of determining eligibility for fee waivers.
- (c) Notwithstanding Section [75-5-103](#), a power of attorney meeting the requirements of this section and accepted by the school district shall remain in force until the earliest of the following occurs:
- (i) the child reaches 18 years old, marries, or becomes emancipated;
  - (ii) the expiration date stated in the document; or
  - (iii) the power of attorney is revoked or rendered inoperative by the grantor or grantee, or by order of a court of competent jurisdiction.
- (5) A power of attorney does not confer legal guardianship.
- (6) Each school district is responsible for providing educational services for all children of school age who are residents of the district.

## Checklist for Power of Attorney over a Protected Person or Minor Child

- Keep a copy of all documents for your records.
- Contact the Self-Help Center if you have questions or need more help: <http://www.utcourts.gov/selfhelp/contact/>.
- These documents are **not** filed with the court.

### To delegate power of attorney over a protected person or minor child:

- Complete two original copies of the form entitled Power of Attorney over Protected Person or Minor Child. Do not sign the form except in front of a notary.
- In Paragraph (1), write the name and birth date of the minor or protected person. Check the correct box to indicate whether you are that person's parent or guardian.
- In Paragraph (2), provide the name and contact information of the attorney-in-fact.
- Check the box in Paragraph (3) if you are delegating all authority to the attorney-in-fact.
- Check the box in Paragraph (4) if you are delegating only some authority and then describe that limited authority.
- In Paragraph (5), write the date on which the power of attorney expires. The date cannot be more than 6 months after the date you sign the form.
- If you want the power of attorney to continue while you are disabled, check the box in Paragraph (6). If you **do not** want the power of attorney to continue while you are disabled, **do not** check the box in Paragraph (6).
- Sign and date both originals of the form in the presence of a notary public. The delegation of authority is effective when the forms are signed and notarized.
- Give one signed original to the attorney-in-fact. Keep the other signed original for yourself. Make additional copies as needed for schools, doctors, etc.

**To revoke the power of attorney:**

- You may revoke the Power of Attorney at any time by notifying the attorney-in-fact.
- Complete the form entitled Revocation of Power of Attorney. Do not sign the form except in front of a notary.
- Give a copy of the revocation to the attorney-in-fact and to anyone who has been given a copy of the Power of Attorney form.
- If possible collect and destroy any copies of the Power of Attorney form.

**Power of Attorney over Protected Person or Minor Child**

***Poder Notarial sobre una persona bajo cuidado  
o un hijo(a) menor de edad***

I swear that the following is true:

*Juro que lo siguiente es cierto:*

- (1) I am the  parent  court-appointed guardian of \_\_\_\_\_ (name), who was born on \_\_\_\_\_ (date).

*Yo soy el  padre  tutor designado por el tribunal de \_\_\_\_\_ (nombre), nacido el \_\_\_\_\_ (fecha).*

- (2) I appoint the following person as my attorney-in-fact for the person named in Paragraph (1).

*Designo a la siguiente persona como mi apoderado para la persona identificada en el Párrafo (1).*

Name / Nombre \_\_\_\_\_  
Address / Dirección \_\_\_\_\_  
City, State, Zip  
Ciudad, Estado, Código Postal \_\_\_\_\_  
Phone / Teléfono \_\_\_\_\_  
E-mail / Correo electrónico \_\_\_\_\_

(Check (3) OR (4), not both. If you check (4), describe the authority being delegated.)  
(*Seleccione (3) o (4), no ambas. Si selecciona (4), describa la autoridad delegada.*)

- (3)  I delegate to my attorney-in-fact all power and authority that I have as a parent or guardian, except the power to consent to marriage or adoption.

*Yo delego a mi apoderado el poder y autoridad que poseo como padre o tutor, excepto el poder de consentir al matrimonio o adopción.*

- (4)  I delegate to my attorney-in-fact only the specific authority to:

*Yo delego a mi apoderado únicamente la autoridad específica de y para:*

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(5) This power of attorney lasts until \_\_\_\_\_ (date). (This date must be within the next 6 months.)

*Este Poder Notarial tiene duración hasta el \_\_\_\_\_ (fecha). (Esta fecha deberá ser dentro de los próximos 6 meses.)*

(6)  This power of attorney lasts even in the event of my disability.

*Este Poder Notarial tiene duración inclusive luego de mi incapacidad.*

Date / Fecha \_\_\_\_\_ Sign here / Firme Aquí ► \_\_\_\_\_

Typed or printed name / Nombre en letra de molde \_\_\_\_\_

Address / Dirección \_\_\_\_\_

City, State, Zip / Ciudad, Estado, Código Postal \_\_\_\_\_

Phone / Teléfono \_\_\_\_\_

E-mail / Correo electrónico \_\_\_\_\_

On this date, I certify that \_\_\_\_\_ (name) who is known to me or who presented satisfactory identification, in the form of \_\_\_\_\_ (form of identification), has, while in my presence and while under oath or affirmation, voluntarily signed this document and declared that it is true.

Date: \_\_\_\_\_ Sign here ► \_\_\_\_\_

Typed or printed name \_\_\_\_\_

Notary Seal

## Revocation of Power of Attorney

I swear that the following is true:

- (1) On \_\_\_\_\_ (date), I signed a written power of attorney appointing \_\_\_\_\_ (name) the attorney-in-fact for \_\_\_\_\_ (name), delegating my powers as parent or guardian.
  
- (2) I revoke that power of attorney and assume full rights and responsibilities of a parent or guardian.

Date \_\_\_\_\_ Sign here ► \_\_\_\_\_  
Typed or printed name \_\_\_\_\_

On this date, I certify that \_\_\_\_\_ (name) who is known to me or who presented satisfactory identification, in the form of \_\_\_\_\_ (form of identification), has, while in my presence and while under oath or affirmation, voluntarily signed this document and declared that it is true.

Date: \_\_\_\_\_ Sign here ► \_\_\_\_\_  
Typed or printed name \_\_\_\_\_

Notary Seal

# Virginia

## VIRGINIA

§ 20-166. Power of attorney to delegate parental or legal custodial powers.

A. A parent or legal custodian of a child, by a properly executed power of attorney pursuant to § [20-167](#), may delegate to another person, for a period not to exceed 180 days, any of the powers regarding the custody, care, and property of the child except the power to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child. In the event that both parents of a child are exercising joint custody, both parents shall be required to execute such power of attorney.

Such parent or legal custodian who is a service member may delegate such powers for a period longer than 180 days while on active duty service if such active duty is longer than 180 days, but such period shall not exceed the term of active duty service plus 30 days. For the purposes of this section, "service member" means (i) a member of the Armed Forces of the United States, (ii) a member of the Armed Forces Reserves, (iii) a member of the National Guard, (iv) a member of the commissioned corps of the National Oceanic and Atmospheric Administration, (v) a member of the commissioned corps of the U.S. Public Health Services, or (vi) any person otherwise required to enter or serve in the active military services of the United States under a call or order of the President of the United States or to serve on state active duty.

A delegation of powers under this section shall not operate to change or modify any parental or legal rights, obligations, or authority established by an existing court order or deprive a parent or legal custodian of any parental or legal rights, obligations, or authority regarding the custody, visitation, or support of any child under this title.

B. Any power of attorney properly executed pursuant to § [20-167](#) shall be signed by (i) all persons with authority to make decisions concerning the child pursuant to Chapter 6.1 (§ [20-124.1](#) et seq.) and (ii) the person to whom powers are delegated under the power of attorney, including prospective adoptive parents in a direct parental placement adoption pursuant to § [63.2-1230](#), or a representative of a licensed child-placing agency that assists parents and legal guardians with the process of delegating parental and legal custodial powers of their children, including assistance with identifying appropriate placements for their children and providing services and resources to support children, parents and legal guardians, and persons to whom parental or legal custodial powers are delegated pursuant to this chapter. Such licensed child-placing agency shall file notice of the arrangement authorized by the power of attorney with the local department of social services in the jurisdiction where the parents or legal guardian resides within seven days of its execution.

C. Any person who has signed the form under § [20-167](#) shall have the authority to revoke or withdraw the power of attorney authorized by subsection A at any time unless such authority is superseded by a court order. If the delegation of authority lasts longer than 180 days, a new



power of attorney shall be executed. Where such delegation is executed by a service member, if the delegation is longer than 180 days while on active duty service and exceeds the term of active duty service plus 30 days, a new power of attorney shall be executed.

D. The attorney-in-fact shall exercise parental or legal authority on a continuous basis for not less than 24 hours and without compensation for the intended duration of the power of attorney authorized by subsection A and shall not be subject to the licensing requirements of § [63.2-1701](#).

E. The execution of a power of attorney by a parent or legal custodian authorized by subsection A shall not constitute abandonment, abuse, or neglect as defined in § [63.2-100](#) unless the parent or legal custodian fails to make contact or execute a new power of attorney after the time limit has elapsed.

F. Under a delegation of powers as authorized by subsection A, the child subject to the power of attorney shall not be deemed placed in foster care, in a foster home, or in an independent foster home as defined in § [63.2-100](#), and the parties shall not be subject to any of the licensing requirements or regulations for foster care.

G. A licensed child-placing agency that assists parents and legal guardians with the process of delegating parental and legal custodial powers of their children shall (i) comply with background check requirements established by regulations of the Board of Social Services or otherwise provided by law; (ii) develop and implement written policies and procedures for (a) governing active and closed cases, (b) governing admissions, (c) monitoring the administration of medications, (d) prohibiting corporal punishment, (e) ensuring that children are not subjected to abuse or neglect, (f) investigating allegations of misconduct toward children, (g) implementing back-up emergency care plans for children, (h) assigning designated casework staff, (i) managing all records, (j) utilizing discharge policies, and (k) regulating the use of seclusion and restraint; and (iii) provide pre-service and ongoing training for temporary placement providers and staff. Any person to whom any powers are delegated pursuant to this section shall comply with background check requirements established by regulations of the Board of Social Services or otherwise provided by law.

H. Except as may be permitted by the federal No Child Left Behind Act, 20 U.S.C. §§ 6301 et seq. and 7801 et seq., a power of attorney executed pursuant to § [20-167](#) shall be invalid if executed for the primary purpose of enrolling the child in a school for the sole purpose of participating in the academic or interscholastic athletics programs provided by that school or for any other unlawful purpose. Violation of this subsection shall be punishable in accordance with the laws of the Commonwealth and may require, in addition to any other remedies, repayment by such parent of all costs incurred by the school as a result of the violation.

## § 20-167. Statutory form for power of attorney to delegate parental or legal custodial powers

A. A power of attorney to delegate parental or legal authority executed pursuant to this chapter shall be substantially as follows:

### POWER OF ATTORNEY TO DELEGATE PARENTAL OR LEGAL CUSTODIAL POWERS

1. I/We certify that I/we am/are the parent or legal custodian of:

Full name of minor child: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Full name of minor child: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Full name of minor child: \_\_\_\_\_ Date of birth: \_\_\_\_\_

2. I/We \_\_\_\_\_ designate (insert full name, address, and phone number of designated attorney-in-fact) as the attorney-in-fact of each child listed above.

3. I/We delegate to the attorney-in-fact all of my/our power and authority regarding the care, custody, and property of each minor child named above, including discharge of a newborn infant from the hospital of birth, the initial physical placement of a child with the prospective adoptive parent in accordance with the provisions of Title 63.2 of the Code of Virginia, the right to enroll the child in school, the right to inspect and obtain copies of education records and other records concerning the child, the right to attend school activities and other functions concerning the child, and the right to give or withhold any consent or waiver with respect to school activities, medical and dental treatment, and any other activity, function, or treatment that may concern the child. This delegation shall not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child. I/We understand that this power of attorney shall not operate to change or modify any parental or legal rights, obligations, or authority established by an existing court order or deprive a parent or legal custodian of any parental or legal rights, obligations, or authority regarding the custody, visitation, or support of any child under Title 20 of the Code of Virginia, and I/we understand that I/we shall continue to be bound by any obligations in such order. By my/our signature below, I/we hereby certify that I/we am/are not executing this power of attorney for any unlawful purpose or for the primary purpose of enrolling my/our child/children in a school for the sole purpose of participating in the academic or interscholastic athletics programs provided by that school.

OR

3. I/We delegate to the attorney-in-fact the following specific powers and responsibilities:

\_\_\_\_\_  
\_\_\_\_\_.

This delegation shall not include the power or authority to consent to marriage or adoption of

the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child. I/We understand that this power of attorney shall not operate to change or modify any parental or legal rights, obligations, or authority established by an existing court order or deprive a parent or legal custodian of any parental or legal rights, obligations, or authority regarding the custody, visitation, or support of any child under Title 20 of the Code of Virginia, and I/we understand that I/we shall continue to be bound by any obligations in such order. By my/our signature below, I/we hereby certify that I/we am/are not executing this power of attorney for any unlawful purpose or for the primary purpose of enrolling my/our child/children in a school for the sole purpose of participating in the academic or interscholastic athletics programs provided by that school.

4. This power of attorney is effective for a period not to exceed 180 days, beginning \_\_\_\_\_ (insert date) and ending \_\_\_\_\_ (insert date). I/We reserve the right to revoke this authority at any time.

OR

4. I/We am/are a service member, as defined by § 20-166 of the Code of Virginia, and am/are on, or am/are scheduled to be on, active duty for a period that is set to last longer than 180 days. This power of attorney is effective for a period not to exceed the period of active duty plus 30 days, beginning \_\_\_\_\_ (insert date) and ending \_\_\_\_\_ (insert date). I/We reserve the right to revoke this authority at any time.

Signature(s) of parent/legal custodian: \_\_\_\_\_ Date: \_\_\_\_\_

5. I hereby accept my designation as attorney-in-fact for the minor child/children specified in this power of attorney and agree to act at all times in the best interests of the child/children specified herein and within the limits of the powers delegated to me. I understand that this power of attorney does not change or modify any parental or legal rights, obligations, or authority established by an existing court order or deprive a parent or legal custodian of any parental or legal rights, obligations, or authority regarding the custody, visitation, or support of the child/children specified herein. By my signature below, I affirm that I have received notice of any existing court order regarding the custody, visitation, or support of the child/children and agree to honor the rights of a parent or legal custodian of the child/children as specified in such order.

Signature of attorney-in-fact: \_\_\_\_\_ Date: \_\_\_\_\_

6. I, \_\_\_\_\_ (insert name of representative of licensed child-placing agency), on behalf of \_\_\_\_\_ (insert name of licensed child-placing agency), hereby approve the designation of the aforementioned attorney-in-fact for the minor child/children specified in this power of attorney and accept responsibility for the supervision of the placement during the time the child/children is/are in the care of the attorney-in-fact.

Signature of representative of licensed child-placing agency: \_\_\_\_\_ Date: \_\_\_\_\_

B. A power of attorney executed under this chapter is legally sufficient if the wording of the form complies substantially with subsection A, the form is properly completed, and the signatures of the parties are acknowledged or verified before a notary public.

2019, c. 297;2024, c. 90.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

See also General Form.

# Washington

WASHINGTON

**RCW 11.125.410**

**Agent authority—Principal's minor children.**

Unless the power of attorney otherwise provides, the following general provisions shall apply to any power of attorney making reference to the care of the principal's minor children:

(1) A parent or guardian, through a power of attorney, may authorize an agent to make health care decisions on behalf of one or more of his or her children, or children for whom he or she is the legal guardian, who are under the age of majority as defined in RCW 26.28.015, to be effective if the child has no other parent or legal representative readily available and authorized to give such consent.

(2) A principal may further nominate a guardian or guardians of the person, or of the estate or both, of a minor child, whether born at the time of making the durable power of attorney or afterwards, to continue during the disability of the principal, during the minority of the child or for any less time by including such a provision in his or her power of attorney.

(3) The authority of any guardian of the person of any minor child shall supersede the authority of a designated agent to make health care decisions for the minor only after such designated guardian has been appointed by the court.

(4) In the event a conflict between the provisions of a will nominating a testamentary guardian under chapter 11.130 RCW and the nomination of a guardian under the authority of this statute, the most recent designation shall control.

**Limited Power of Attorney to Make Health Care Decisions for My Minor Child  
--Effective Only if No Parent or Legal Guardian is Readily Available**

**1. POWER OF ATTORNEY**

I, \_\_\_\_\_ {*name of parent or legal guardian*} (hereinafter “parent”), domiciled and residing in \_\_\_\_\_ {Country}, designate \_\_\_\_\_ {*name(s) of Attorney-in-Fact*} as my Attorney(s)-in-Fact to make decisions specified below for my child \_\_\_\_\_ {*name of Child*} (hereinafter “Child”) over whom I have legal custody and guardianship. This limited power of attorney is effective if my Child’s parent is not readily available and authorized to give consent or until my Child reaches the age of 18, or ceases to have an active SEVIS record with Olympic College. The appointment of the Attorney-in-Fact is made pursuant to Revised Code of Washington (RCW) 11.125.410.

In case my Child requires health care treatment, the Attorney-in-Fact shall have the power to do the following:

- (i) Arrange for suitable, transport, hospital or in-patient treatment;
- (ii) Make emergency determinations regarding the appropriate health care for my Child, including but not limited to dealing with attending physicians and determining, in the judgment of the Attorney-in-Fact, which course of treatment is necessary or desirable, and approving follow-up care. Common examples of emergencies as defined in this document include injuries resulting from a serious car accident, unconsciousness, or other situation causing serious physical or mental trauma. Non-emergencies include visits to the doctor for elective medical procedures, routine doctor’s visits, and any other situation or condition where urgency is not evident to the Attorney-In-Fact. In all cases, the Attorney-In-Fact will be the sole determiner as to whether or not a particular situation or condition rises to the level of an emergency;
- (iii) Review and/or order the medical records of my Child.

**2. POWERS NOT SPECIFICALLY ENUMERATED**

The Attorney-in-Fact shall also have all powers which may be necessary or desirable to provide for the personal and health care decision making of my Child even if these powers are not specifically set forth in this document.

**3. DURATION**

This Durable Power of Attorney shall become effective upon signing, and shall remain in effect to the extent permitted by Washington State law and until revoked or terminated, or until my Child reaches the age of 18, or ceases to have an active SEVIS record with Olympic College, whichever occurs first.

**4. REVOCATION**

The parent may revoke, suspend, or terminate this Durable Power of Attorney by giving written notice to any acting Attorney-in-Fact.



**5. TERMINATION OF THIS DOCUMENT**

The death of the parent shall revoke this Power of Attorney, unless there is any question regarding whether the parent is alive. If there is any doubt as to whether the parent is alive, the provisions of Sections 1 and 2 above shall apply.

**6. RELIANCE**

All persons dealing with the Attorney-in-Fact because of this document shall be entitled to rely upon this Power of Attorney, so long as neither the Attorney-in-Fact, nor any person with whom the Attorney-in-Fact was dealing, had received actual knowledge or notice of any revocation, suspension, or termination of this document. Any action taken in good faith by all parties shall be binding on the heirs and Personal Representative(s) of the parent.

**7. INDEMNITY**

The Attorney-in-Fact, shall not have any personal liability for any acts done by virtue of this Power of Attorney, so long as the acts are done in good faith and do not constitute gross negligence. The parent shall defend, hold harmless and indemnify the Attorney-in-Fact from all liability, including attorney’s fees and costs, for acts done in good faith and without gross negligence by the Attorney-in-Fact.

**8. APPLICABLE LAW**

The laws of the state of Washington shall govern this Power of Attorney. It is the intention of the parent that this document be valid in all states and territories of the United States. If any provision in this document is held invalid or inconsistent with the laws of parent’s residence, then the inconsistent or invalid part shall be deleted and disregarded, and the remaining parts shall not be affected.

**9. EXECUTION AND DATE OF SIGNING**

This Power of Attorney is signed in original the day and year indicated below and is to become effective immediately.

I declare under penalty of perjury of the laws of the state of Washington that foregoing is correct. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017 at \_\_\_\_\_ (city) \_\_\_\_\_ (country) by *[Signed]* \_\_\_\_\_

To be effective, this document must be executed before by either:

- A. Two witnesses who are not related to the Parent or the Child by blood; or
- B. A Notary Public

Witnessed by \_\_\_\_\_, Date \_\_\_\_\_

Witnessed by \_\_\_\_\_, Date \_\_\_\_\_

Notary Public Signature & Stamp \_\_\_\_\_, Date \_\_\_\_\_

# District of Columbia (DC)

WASHINGTON D.C.

§ 21–2301. Custodial power of attorney.

**(a)** The parent of a child may create a revocable custodial power of attorney that grants to another person any of the parent’s rights and responsibilities regarding the care, physical custody, and control of the child, including the ability to:

**(1)** Enroll the child in school;

**(2)** Obtain from the school educational and behavioral information about the child;

**(3)** Consent to all school-related matters regarding the child; and

**(4)** Consent to medical, psychological, or dental treatment for the child.

**(b)** The custodial power of attorney may not grant authority to consent to the marriage or adoption of the child.

**(c)** The custodial power of attorney shall not affect the rights of the parent of the child in any proceeding concerning custody of the child or the allocation of parental rights and responsibilities for the care of the child.

§ 16–4801. Findings.

The Council of the District of Columbia finds that:

**(1)** Existing custody law does not provide adequately for the needs of a parent who is terminally ill, who is periodically incapable of caring for the needs of a child due to the parent's incapacity or debilitation resulting from illness, or who may be subject to an adverse immigration action, and who desires to make long-term plans for the future of a child without terminating or limiting in any way the parent’s legal rights.

**(2)** Children are becoming unnecessarily involved in adversarial court proceedings or are without legally sanctioned caretakers because their parents who may be ill or subject to an adverse immigration action cannot or will not permanently or temporarily transfer care, custody, or control of their children to another person if such a transfer requires any limitation of the custodial parent’s rights.

§ 16–4802. Definitions.

For the purposes of this chapter, the term:

**(1)** "Adverse immigration action" includes any of the following events:

**(A)** Arrest or apprehension by any local, state, or federal law enforcement officer for an alleged violation of federal immigration law;

**(B)** Arrest, detention, or custody by the Department of Homeland Security or a federal, state, or local agency authorized or acting on behalf of the Department of Homeland Security;

**(C)** Departure from the United States under an order of removal, deportation, exclusion, voluntary departure, or expedited removal, or a stipulation of voluntary departure;

**(D)** The denial, revocation, or delay of the issuance of a visa or transportation letter by the Department of State;

**(E)** The denial, revocation, or delay of the issuance of a parole document or reentry permit by the Department of Homeland Security; or

**(F)** The denial of admission or entry into the United States by the Department of Homeland Security or other local or state officer acting on behalf of the Department of Homeland Security.

**(1A)** "Alternate standby guardian" means a person with all the rights, responsibilities, and qualifications of a standby guardian who acts as the standby guardian if the current or originally designated standby guardian repudiates the designation, becomes incapacitated, or dies.

**(2)** "Attending clinician" means a licensed physician or licensed nurse practitioner who:

**(A)** Has primary responsibility for the treatment and care of a designator;

**(B)** Shares the responsibility for the treatment and care of a designator, or is acting on behalf of the licensed physician or licensed nurse practitioner who has primary responsibility for the treatment and care of the designator; or

**(C)** Is familiar with the designator's medical condition in cases where no licensed physician or licensed nurse practitioner has the responsibility for the treatment and care of a designator.

**(3)** "Child" means a person under 18 years of age.

**(4)** "Consent" means a written authorization signed by the designator.

**(5)** "Court" means the Domestic Relations Branch of the Family Division [Family Court] of the Superior Court of the District of Columbia.

**(5A)** "COVID-19" means the disease caused by the novel coronavirus SARS-CoV-2.

**(6)** "Debilitation" means those periods when a person cannot care for that person's minor child as a result of:

**(A)** A chronic condition caused by physical illness, disease, or injury from which, to a reasonable degree of probability, the designator may not recover; or

**(B)** A serious medical condition caused by COVID-19.

**(7)** "Designation" means the written naming of a standby guardian by the designator.

**(8)** "Designator" means a custodial parent, including a person other than a parent who has physical custody of a child and who has been awarded legal custody or guardianship by a court.

**(9)** "Determination of incapacity" means a written determination made by the attending clinician that, to a reasonable degree of certainty, a designator is chronically and substantially unable to understand the nature and consequences of decisions concerning the care of a minor child as a result of a mental or organic impairment and is consequently unable to care for the minor child.

**(10)** "Incapacity" means:

**(A)** A chronic and substantial inability, as a result of a mental or organic impairment, to understand the nature and consequences of decisions concerning the care of a minor child, and a consequent inability to care for the minor child; or

**(B)** A substantial inability, as a result of COVID-19, to understand the nature and consequences of decisions concerning the care of a minor child, and a consequent inability to care for the minor child.

**(11)** "Parent" means the biological parent or adoptive mother or father of a child.

**(12)** "Standby guardian" means a person named by the designator to assume the duties of a legal custodian of a child upon the occurrence of a triggering event.

**(13)** "Triggering event" means any of the following events:

**(A)** The designator is subject to an adverse immigration action; or

**(B)** The designator has been diagnosed, in writing, by a licensed clinician to suffer from a chronic condition caused by injury, disease, or illness from which, to a reasonable degree of probability, the designator may not recover and the designator:

**(i)** Becomes debilitated, with the designator's written acknowledgement of debilitation and consent to commencement of the standby guardianship;

**(ii)** Becomes incapacitated as determined by an attending clinician; or

**(iii)** Dies; or

**(C)** The designator has been diagnosed, in writing, by a licensed clinician to suffer from COVID-19 and the designator:

**(i)** Becomes debilitated, with the designator's written acknowledgement of debilitation and consent to commencement of the standby guardianship;

**(ii)** Becomes incapacitated as determined by an attending clinician; or

**(iii)** Dies.

§ 16-4803. Designation of a standby guardian.

**(a)** A designator may designate a standby guardian at any time.

**(b)** The designation of a standby guardian shall be in writing and shall contain the following information:

**(1)** The full name, address, birth date, and gender of the child affected;

**(2)** The full name, address, and telephone number of the designator; and

**(3)** If known, the names and addresses of any other persons having legal rights to the care, custody, or control of the child.

**(c)** The designation shall be signed by the designator. Another adult may sign the designation on behalf of the designator if the designator is physically unable to do so, the designator expressly requests that the adult sign the designation, and the adult signs the designation in the presence of the designator. The designated standby guardian or alternate standby guardian may not sign on behalf of the designator.

**(d)** The designation shall be signed and dated by the designator or the designator's proxy in the presence of 2 witnesses who shall be over 18 years of age and who cannot be the standby guardian or the alternate standby guardian. The witnesses shall indicate their witnessing of the signing of the designation by signing the designation.

**(e)** The designation shall include a statement that the designation is not valid until it is signed and witnessed as required by subsection (d) of this section.

**(f)** The standby guardian, and the alternate standby guardian, if one is designated, shall sign the executed designation to indicate acceptance of the standby guardianship.

§ 16-4804. Authority of the standby guardian.

- (a)** Upon the occurrence of a triggering event, the standby guardian shall have authority to act and shall assume the rights, powers, duties, and obligations existing under law between a legal custodian and a child. The designator shall retain concurrent authority over the child as the designator's health or immigration status permits.
- (b)** If a clinician determines, at the request of the designator, that the designator is no longer incapacitated, or the designator withdraws the consent that acknowledged debilitation, the standby guardian shall no longer have authority to act as the child's legal custodian. Failure of a standby guardian to comply with this provision and to immediately return the child to the designator's care shall entitle the designator to an emergency hearing in a court of competent jurisdiction.
- (c)** The designation of a standby guardian does not extinguish or limit any rights, powers, duties, or obligations of the parent, legal custodian, or legal guardian, or of any other individual with parental or custodial rights existing at the time of the designation. The standby guardianship shall be construed so as to enable the designator to plan for the future care of a child, without terminating parental or legal rights, and to give the standby guardian the authority to act in a manner consistent with the known wishes of the designator regarding the care, custody, and support of the minor child.
- (d)** The commencement of the standby guardian's authority to act shall not divest the designator of any parental rights. A standby guardian shall assure the designator frequent and continuing contact with and physical access to the child and, to the greatest extent possible, the involvement of the designator in the decision-making on behalf of the child.
- (e)** At the death of the designator, the standby guardian shall become the legal custodian of the child as defined in District of Columbia statutes.

*These materials are for information only. They do not provide legal advice.  
If you have questions about whether a custodial power of attorney is right for you or your family, or how to  
prepare a custodial power of attorney, you should seek legal advice.*

## **INFORMATION ABOUT CUSTODIAL POWERS OF ATTORNEY**

### **What is a custodial power of attorney?**

Under District of Columbia law, a parent can sign a custodial power of attorney that authorizes a third party (a person other than a parent) to make decisions on the child's behalf and/or designate with whom his/her child will live. A custodial power of attorney can also authorize the third party to obtain services for the child, like medical care or mental health care. You may wish to give such authority to a third party if you cannot take care of your child due to, for instance, a physical or mental health condition, extended hospitalization, incarceration, military deployment, or for any reason. You do not have to say why you are granting a custodial power of attorney, but you may do so if you wish. ***The powers and responsibilities granted to a third person by a custodial power of attorney are broad. Both the parent and the third party can seek legal advice regarding this document.***

### **What powers does a custodial power of attorney grant?**

The parent decides what powers to grant to the third party when preparing the custodial power of attorney. The attached sample power of attorney lists various powers that a parent may wish to grant. To grant the *most* power to a third party, a parent should check all of the lines in paragraph 5, especially the last line.

A parent may also limit the powers granted by the power of attorney. A parent may do so by writing specific limitations in paragraph 7.

### **Do I have to get a custodial power of attorney notarized?**

Although notarization is not required, it may be helpful. Notarization may make it easier to use the form to obtain services for the child.

### **How should a third party use a custodial power of attorney?**

When the third party seeks to enroll a child in school, obtain medical care for the child, or obtain any other service or benefit for the child, the third party should bring the custodial power of attorney. It may also help to bring a copy of the law (which is attached).

### **Can a parent revoke or withdraw the custodial power of attorney?**

Yes. A parent can revoke the custodial power of attorney at any time after signing it. The custodial power of attorney form itself may describe *how* a parent can revoke the custodial power of attorney. A sample revocation form is also attached.

### **How long does a custodial power of attorney last?**

Generally, if the custodial power of attorney does not include a time limit, it lasts until the parent revokes it. The sample form provides that you can revoke it in writing at any time, and a sample revocation form is also attached.

A parent can also specify a time limit for the power of attorney. For example, the parent could write in the form: "This custodial power of attorney shall take effect on [date] and shall remain in effect until [date]."

### **What is the difference between a custodial power of attorney and a court custody order?**

A custodial power of attorney is a legal document signed by a parent but not approved by a court. Generally, it is easier to revoke a custodial power of attorney than to change a court custody order. Every case is different and you should seek legal advice if you have questions about which option to use.



**DISTRICT OF COLUMBIA CUSTODIAL POWER OF ATTORNEY  
PURSUANT TO D.C. CODE § 21-2301**

1. I, \_\_\_\_\_, am the parent of the child(ren) listed below. There are no  
Parent's name  
court orders now in effect which would prohibit me from exercising the power that I now seek to convey.

2. My address is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_ is an adult whose address is:  
Third party's name  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I grant to \_\_\_\_\_ the parental rights and responsibilities listed below  
Third party's name  
regarding care, physical custody, and control of the following child(ren):

<u>Name:</u>	<u>Date of Birth:</u>	<u>Relationship to Child:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. I grant \_\_\_\_\_ these parental rights and responsibilities regarding the  
Third party's name  
above-listed child(ren):

INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING. IF YOU DO NOT WISH TO GRANT A SPECIFIC POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER YOU DO NOT WISH TO GRANT.

- \_\_\_ physical custody of the child(ren) listed above;
- \_\_\_ the authority to enroll the child(ren) listed above in school;
- \_\_\_ the authority to obtain educational records regarding the child(ren) listed above;
- \_\_\_ the authority to make all school-related decisions for the child(ren) listed above;
- \_\_\_ the authority to obtain medical, mental health, or dental records regarding the child(ren) listed above;
- \_\_\_ the authority to consent to medical, mental health, or dental treatment for the child(ren) listed above;
- \_\_\_ the authority to act as representative payee for any Social Security benefits for which the child(ren) listed above may be eligible;

\_\_\_ the authority to receive any other benefits for which the child(ren) listed above may be eligible; and

\_\_\_ all of the rights and responsibilities listed above and, to the greatest extent possible by law, the authority to make any other decision or obtain any other benefits necessary for the welfare of the child(ren) listed above.

6. This custodial power of attorney does not include authority to consent to the marriage or adoption of the child. In addition, unless otherwise agreed by the parties in writing, the custodial power of attorney granted in this form does not affect:

- A) the right of the above-listed child(ren) to inherit from his or her (their) parent;
- B) the parent's right to visit or contact the child(ren);
- C) the parent's right to determine the child(ren)'s religious affiliation;
- D) the parent's responsibility to provide financial, medical, and other support for the child(ren).

7. The custodial power of attorney granted in this form is further limited by these instructions:

\_\_\_\_\_

8. As set forth in D.C. Code § 21-2301, the custodial power of attorney granted in this form does not affect my rights in any future proceeding concerning custody of or the allocation of parental rights and responsibilities for the child(ren) listed above.

9. The custodial power of attorney granted in this form shall take effect immediately. It shall continue to be effective even if I become disabled, incapacitated, or incompetent.

10. The custodial power of attorney granted in this form shall continue until I revoke it in writing and notify \_\_\_\_\_ in writing of my revocation.

**Third party's name**

11. A person or entity that relies on this custodial power of attorney in good faith has no obligation to make any further inquiry or investigation into the authority of the attorney to act as described in this document. Revocation of this custodial power of attorney is not effective as to a person or entity that relies on it in good faith until that person or entity learns of the revocation.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Parent's Signature)  
District of Columbia

This document was acknowledged before me on \_\_\_\_\_  
(Date) by \_\_\_\_\_ (name of Parent)

\_\_\_\_\_  
(Signature of notarial officer)

My commission expires: \_\_\_\_\_

**REVOCATION OF A DISTRICT OF COLUMBIA CUSTODIAL POWER OF ATTORNEY  
PURSUANT TO D.C. CODE § 21-2301**

1. I, \_\_\_\_\_, am the parent of the child(ren) listed below. My address is:  
Parent's name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_ is an adult whose address is:  
Third party's name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. On \_\_\_\_\_ I signed a custodial power of attorney granting to  
Date  
\_\_\_\_\_ parental rights and responsibilities regarding the care,  
Third party's name  
physical custody, and control of the following child(ren):

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

4. I hereby revoke the above-reference custodial power of attorney. I have sent written notice of this revocation in person, by regular mail, or by fax to \_\_\_\_\_ on  
Third party's name  
\_\_\_\_\_.  
Date

**This revocation will take effect upon that person's receipt of that written notice.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Parent's Signature)  
District of Columbia

This document was acknowledged before me on  
\_\_\_\_\_ (Date) by \_\_\_\_\_ (name of Parent)

\_\_\_\_\_  
(Signature of notarial officer)

My commission expires: \_\_\_\_\_

## DESIGNATION OF STANDBY GUARDIAN

I, \_\_\_\_\_, want to designate a standby guardian who will care for my  
PRINT YOUR NAME  
child(ren) if I become unable to take care of them.

**1. I state the following about myself:**

- a. My name is \_\_\_\_\_.
- b. My address is \_\_\_\_\_.
- c. My date of birth is \_\_\_\_\_.
- d. My telephone number is \_\_\_\_\_.

**2. I state the following about my children:**

Child's Name	Current Address	Date of Birth	Gender

**3. I hereby designate this person to be the Standby Guardian of my children:**

- a. The Standby Guardian's name is \_\_\_\_\_.
- b. The Standby Guardian's address is \_\_\_\_\_.
- c. The Standby Guardian's telephone number is \_\_\_\_\_.

**4. If the person I designated is unable to accept for any reason, I hereby designate this person to be the Alternate Standby Guardian of my children:**

- a. The Alternate Standby Guardian's name is \_\_\_\_\_.
- b. Standby Guardian's address is \_\_\_\_\_.
- c. The Alternate Standby Guardian's telephone number is \_\_\_\_\_.

**5. I state the following with regard to the child(ren)'s non-custodian parent:**

- a. The non-custodial parent's name is \_\_\_\_\_.
- b. The non-custodial parent [CHECK ONE]
  - Lives at \_\_\_\_\_.
  - Has no known address.
  - Has had his/her parental rights terminated by a court.
  - Is deceased.
  - Is unknown.

**6. The Standby Guardian's authority will take effect if any one of these "triggering events" happens:**

- a. My written acknowledgment of debilitation and consent to commencement of the standby guardianship; or
- b. A determination by an Attending Clinician that I am physically or mentally unable to care for my child(ren); or
- c. I die prior to the commencement of a judicial proceeding to appoint a guardian of my child(ren).

**7. If any one of these “triggering events” happens, my designated Standby Guardian shall have authority to act and shall assume the rights, powers, duties and obligations existing under law between a legal custodian and a child.**

**8. I understand that I retain full parental rights even after the beginning of the Standby Guardian’s authority, and that I may revoke the standby guardianship at any time.**

**9. I understand that my Standby Guardian’s authority will end 90 days following the occurrence of any one of these “triggering events” unless by that date my Standby Guardian petitions the court for appointment as guardian.**

\_\_\_\_\_  
SIGN YOUR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT YOUR NAME

### Signatures of Two Witnesses

THIS DESIGNATION IS NOT VALID UNTIL IT IS SIGNED BY THE LEGAL CUSTODIAN, OR ANOTHER ADULT IF THE LEGAL CUSTODIAN IS UNABLE TO SIGN. IT MUST BE SIGNED IN THE PRESENCE OF TWO WITNESSES WHO ARE 18 YEARS OLD OR OLDER *AND* WHO ARE NOT THE STANDBY GUARDIAN OR THE ALTERNATE STANDBY GUARDIAN. THE WITNESSES’ SIGNATURES ARE TO SHOW THAT THEY SAW THE LEGAL CUSTODIAN SIGN THIS DOCUMENT (OR SAW ANOTHER ADULT SIGN IF THE LEGAL CUSTODIAN CANNOT SIGN). D.C. CODE §16-4803(D) (2002)

I declare that the designator

- signed this document in my presence, or
- was physically unable to sign and asked another adult to sign this document, and the other adult signed the document in my presence.

I further declare that I am at least 18 years of age and that I am not the person designated as Standby Guardian or Alternate Standby Guardian of the minor child(ren) listed in this document.

**Witness:**

\_\_\_\_\_  
SIGN YOUR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT YOUR NAME AND ADDRESS

**Witness:**

\_\_\_\_\_  
SIGN YOUR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT YOUR NAME AND ADDRESS

**Acceptance of Standby Guardian Designation**

**Standby Guardian:** I accept the designation as Standby Guardian of the children listed on page one of this document.

\_\_\_\_\_  
SIGN YOUR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT YOUR NAME AND ADDRESS

**Alternate Standby Guardian:** I accept the designation as Alternate Standby Guardian of the children listed on page one of this document.

\_\_\_\_\_  
SIGN YOUR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT YOUR NAME AND ADDRESS

# West Virginia



WEST VIRGINIA

**§49-8-3. Delegation of care and custody of a child**

(a) The following shall apply only to situations where a parent, guardian or legal custodian of a child provides for the temporary care and custody of a child with the assistance of a qualified nonprofit organization. Nothing in this section shall be interpreted to restrict the rights of parents, guardians or legal custodians providing for the care of children by power of attorney in other contexts.

(b) A parent, guardian or legal custodian of a child may, by a properly executed power of attorney, delegate to a person, for a period not to exceed one year, the care and custody of the child.

(c) A parent, guardian or legal custodian may not delegate:

- (1) The power to consent to marriage or adoption of the child;
- (2) The performance or inducement of an abortion on or for the child; or
- (3) The termination of parental rights to the child.

(d) A delegation of care and custody of a child, under this article, does not change or modify any parental or legal rights, obligations, or authority established by an existing court order, or deprive the parent, guardian or legal custodian of any parental or legal rights, obligations, or authority regarding the custody, visitation, or support of the child.

(e) The parent, guardian or legal custodian of the child may revoke or withdraw this power of attorney at any time. Upon the termination, expiration, or revocation of the power of attorney the child shall be returned to the custody of the parent, guardian or legal custodian within forty-eight hours.

(f) Unless the authority is revoked or withdrawn by the parent, guardian or legal custodian, the designee shall exercise parental or legal authority on a continuous basis without compensation for the duration of the power of attorney.

(g) The care and custody of a child may only be delegated to the extent, and so long as, the parent, guardian or legal custodian retains care and custody. If the rights of the parent, guardian or custodian of the child are terminated, the power of attorney shall be deemed to be revoked. A court that revokes the care and custody rights of a parent, guardian or legal custodian shall notify the person to whom those parental rights has been delegated, and the child may remain with that person until the court shall finalize the subsequent placement of the child: *Provided*, That no period of placement with a person pursuant to the provisions of this article shall be considered as a factor in a custody hearing in which a family member seeks to be awarded custody of the child.

(h) The execution of a power of attorney by a parent, guardian or legal custodian does not, without other evidence, constitute abandonment, abuse or neglect unless the parent, guardian or legal custodian fails to either take custody of the child or execute a new power of attorney after the one year time limit has elapsed: Provided, That nothing in this article may be interpreted to prevent the West Virginia Bureau for Children and Families or law enforcement from investigating allegations of abuse, abandonment, neglect or other mistreatment of a child.

(i) If a parent, guardian or legal custodian of a child wishes to utilize the power of attorney authorized by this section to delegate any powers regarding the care and custody of the child to another person, the qualified nonprofit organization shall conduct a criminal history and federal and state background check on the person to whom powers are delegated prior to the execution of the power of attorney. The criminal history and federal and state background check shall be paid for by the qualified nonprofit organization, the parent, guardian or legal custodian, or the parent's designee. Additionally, the qualified nonprofit organization shall train the designee in the rights, duties, and limitations associated with providing care for a child under this section, including the prevention and reporting of suspected child abuse or neglect.

(j) The designee may not move from the address listed on the parental rights form without written approval of the parent, guardian or legal custodian.

(k) Any person who accepts care and custody of a child pursuant to the provisions of this article shall be deemed a person mandated to report suspected abuse and neglect pursuant to the provisions of section eight hundred three, article two, chapter forty-nine of this code.

(l) If a parent, guardian or legal custodian dies or becomes incapacitated, then the provisions of article ten, chapter forty-four of this code shall apply.

(m) Nothing in this section is intended, nor shall anything herein be interpreted, to otherwise restrict the rights of custodial parents or non-custodial parents to temporarily delegate or provide for the care and custody of a child, or to assert their right to request custody, in accordance with other provisions of West Virginia law.

#### **§49-8-4. Delegation of parental rights form.**

(a) The following statutory form of power of attorney to delegate parental or legal custody may be used:

STATE OF WEST VIRGINIA

STATUTORY FORM FOR POWER OF ATTORNEY TO DELEGATE PARENTAL OR LEGAL CUSTODIAN POWERS

(1) "I, \_\_\_\_\_, certify that I am the parent or legal custodian of:

\_\_\_\_\_  
(Full name of minor child) (Date of birth)

\_\_\_\_\_  
(Full name of minor child) (Date of birth)

\_\_\_\_\_  
(Full name of minor child) (Date of birth)

who is/are minor children."

(2) "I designate \_\_\_\_\_ (Full name of designee),

\_\_\_\_\_  
(Street address, city, state and zip code of designee)

\_\_\_\_\_  
(Home phone of designee) (Work phone of designee) as the designee of each minor child named above."

(3) "I delegate to the designee all of my power and authority regarding the care, custody and property of each minor child named above, including but not limited to the right to enroll the child in school, inspect and obtain copies of education records and other records concerning the child, the right to attend school activities and other functions concerning the child, and the right to give or withhold any consent or waiver with respect to school activities, medical and dental treatment, and any other activity, function or treatment that may concern the child. This delegation does not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child."

Or

(4) "I delegate to the designee the following specific powers and responsibilities

(write in): \_\_\_\_\_

(In the event paragraph four is completed paragraph three does not apply).

This delegation does not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child.”

(5) “This power of attorney is effective for a period not to exceed one year, beginning, \_\_\_\_\_, \_\_\_\_, and ending \_\_\_\_\_, \_\_\_\_\_. I reserve the right to revoke this authority at any time.”

By: \_\_\_\_\_ (Parent/Legal Custodian signature)

(6) “I hereby accept my designation as designee for the minor child/children specified in this power of attorney.

By: \_\_\_\_\_ (Designee signature)

State of \_\_\_\_\_

County of \_\_\_\_\_

#### ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_ (Name of Parent/Legal Custodian) and \_\_\_\_\_ (Name of designee), to me known to be the identical persons who executed this instrument and acknowledged to me that each executed the same as his or her free and voluntary act and deed for the uses and purposes set forth in the instrument.

Witness my hand and official seal the day and year above written.

\_\_\_\_\_ (Signature of notarial officer)

\_\_\_\_\_ (Title and Rank)

My commission expires: \_\_\_\_\_”

(b) A power of attorney is legally sufficient under this article if the wording of the form substantially complies with this section, the form is properly completed, and the signatures of the parties are acknowledged.

(c) A copy of each power of attorney executed pursuant to this article shall be retained by the qualified nonprofit organization for a period of three years following the conclusion of the power of attorney. The qualified nonprofit organization shall, upon request, make these records available to the Department of Health and Human Resources.

STATE OF WEST VIRGINIA

STATUTORY FORM FOR POWER OF ATTORNEY TO DELEGATE PARENTAL OR LEGAL CUSTODIAN POWERS

(1) "I, \_\_\_\_\_, certify that I am the parent or legal custodian of:

\_\_\_\_\_  
(Full name of minor child) (Date of birth)

\_\_\_\_\_  
(Full name of minor child) (Date of birth)

\_\_\_\_\_  
(Full name of minor child) (Date of birth)

who is/are minor children."

(2) "I designate \_\_\_\_\_ (Full name of designee),

\_\_\_\_\_  
(Street address, city, state and zip code of designee)

\_\_\_\_\_  
(Home phone of designee) (Work phone of designee) as the designee of each minor child named above."

(3) "I delegate to the designee all of my power and authority regarding the care, custody and property of each minor child named above, including but not limited to the right to enroll the child in school, inspect and obtain copies of education records and other records concerning the child, the right to attend school activities and other functions concerning the child, and the right to give or withhold any consent or waiver with respect to school activities, medical and dental treatment, and any other activity, function or treatment that may concern the child. This delegation does not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child."

Or

(4) "I delegate to the designee the following specific powers and responsibilities

(write in): \_\_\_\_\_

(In the event paragraph four is completed paragraph three does not apply).

This delegation does not include the power or authority to consent to marriage or adoption of the child, the performance or inducement of an abortion on or for the child, or the termination of parental rights to the child."

(5) "This power of attorney is effective for a period not to exceed one year, beginning,

\_\_\_\_\_, \_\_\_\_, and ending \_\_\_\_\_, \_\_\_\_\_. I reserve the right to revoke this authority at any time."

By: \_\_\_\_\_ (Parent/Legal Custodian signature)

(6) "I hereby accept my designation as designee for the minor child/children specified in this power of attorney.

By: \_\_\_\_\_ (Designee signature)

State of \_\_\_\_\_

County of \_\_\_\_\_

**ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public, in and for said County and State on this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_ (Name of Parent/Legal Custodian) and \_\_\_\_\_ (Name of designee), to me known to be the identical persons who executed this instrument and acknowledged to me that each executed the same as his or her free and voluntary act and deed for the uses and purposes set forth in the instrument.

Witness my hand and official seal the day and year above written.

\_\_\_\_\_ (Signature of notarial officer)

\_\_\_\_\_ (Title and Rank)

My commission expires: \_\_\_\_\_

# Wisconsin

**48.979 Delegation of power by parent.**

**(1)**

**(a)** A parent who has legal custody of a child, by a power of attorney that is properly executed by all parents who have legal custody of the child, may delegate to an agent, as provided in par. [\(am\)](#), any of his or her powers regarding the care and custody of the child, except the power to consent to the marriage or adoption of the child, the performance or inducement of an abortion on or for the child, the termination of parental rights to the child, or the enlistment of the child in the U.S. armed forces. A delegation of powers under this paragraph does not deprive the parent of any of his or her powers regarding the care and custody of the child.

**(am)** A delegation of powers to an agent under par. [\(a\)](#) may remain in effect for no longer than one year, except that such a delegation may remain in effect for longer than one year if the delegation is to a relative of the child or the delegation is approved by the court as provided in sub. [\(1m\)](#).

**(b)** If a delegation of powers to an agent under par. [\(a\)](#) is facilitated by an entity, as defined in s. [48.685 \(1\) \(b\)](#), that entity shall obtain the information specified in s. [48.685 \(2\) \(b\)](#) with respect to the proposed agent and any nonclient resident, as defined in s. [48.685 \(1\) \(bm\)](#), of the proposed agent. Subject to s. [48.685 \(5\)](#), if that information indicates that the proposed agent may not be a contractor, as defined in s. [48.685 \(1\) \(ar\)](#), of the entity or that a nonclient resident of the proposed agent may not be permitted to reside with the proposed agent for a reason specified in s. [48.685 \(4m\) \(b\) 1. to 5.](#), the entity may not facilitate a delegation of powers to the proposed agent under par. [\(a\)](#). The entity shall provide the department of health services with information about each person who is denied a delegation of powers or permission to reside under this paragraph for a reason specified in s. [48.685 \(4m\) \(b\) 1. to 5.](#)

**(bm)** A parent may not delegate under par. [\(a\)](#) his or her powers regarding the care and custody of a child who is subject to the jurisdiction of the court under s. [48.13](#), [48.14](#), [938.12](#), [938.13](#), or [938.14](#) unless the court approves the delegation.

**(c)** A parent who has legal custody of a child may not place the child in a foster home, group home, shelter care facility, or inpatient treatment facility by means of a delegation of powers under par. [\(a\)](#). Those placements may be made only by means of a court order or as provided in s. [48.63](#) or [51.13](#).

**(d)** A delegation of powers under par. [\(a\)](#) does not prevent or supersede any of the following:

**1.** An agency, a sheriff, or a police department from receiving and investigating a report of suspected or threatened abuse or neglect of the child under s. [48.981](#).



2. The child from being taken into and held in custody under ss. [48.19](#) to [48.21](#) or [938.19](#) to [938.21](#).

3. An intake worker from conducting an intake inquiry under s. [48.24](#) or [938.24](#).

4. A court from exercising jurisdiction over the child under s. [48.13](#) or [938.13](#).

**(dm)** A delegation of powers under par. [\(a\)](#) regarding the care and custody of an Indian child for any length of time is subject to the requirements of s. [48.028 \(5\) \(a\)](#). A delegation of powers under par. [\(a\)](#) regarding the care and custody of an Indian child for longer than one year is also subject to the requirements of s. [48.028 \(3\) \(c\)](#), [\(4\) \(a\)](#), and [\(7\) \(a\)](#), [\(c\)](#), [\(e\)](#), and [\(f\)](#).

**(e)** A parent who has delegated his or her powers regarding the care and custody of a child under par. [\(a\)](#) may revoke that delegation at any time by executing a written revocation and notifying the agent in writing of the revocation. A written revocation invalidates the delegation of powers except with respect to acts already taken in reliance on the delegation of powers.

**(1m)**

**(a)** A parent who wishes a delegation of powers under sub. [\(1\) \(a\)](#) to an agent who is not a relative of the child to remain in effect for longer than one year, the agent to whom the parent wishes to delegate those powers, or an organization that is facilitating that delegation shall file a petition with the court requesting the court's approval of that delegation. The petition shall be entitled "In the interest of .... (child's name), a person under the age of 18." The petitioner shall attach a draft copy of the power of attorney delegating those powers to the petition and shall state in the petition all of the following:

1. The name, address, and date of birth of the child who is the subject of the delegation of powers and whether the child has been adopted.
2. The names and addresses of the parents of the child.
3. The name and address of the person nominated as agent and the relationship of the agent to the child.
4. Whether the parent wishes to delegate to the agent full parental power regarding the care and custody of the child or partial parental power regarding the care and custody of the child and, if the parent wishes to delegate partial parental power, the specific powers that the parent wishes to delegate and any limitations on those powers.
5. The proposed term of the delegation of powers, the reasons for the delegation of powers, and whether the parent proposes to provide any support to the agent during that term. If so, the petition shall indicate the amount of that support.

6. Facts and circumstances showing that the delegation of powers would be in the best interests of the child and that the person nominated as agent is fit, willing, and able to exercise those powers.

7. If the delegation of powers is being facilitated by an entity, as defined in s. [48.685 \(1\) \(b\)](#), facts and circumstances showing that the entity has complied with sub. [\(1\) \(b\)](#) and is permitted under sub. [\(1\) \(b\)](#) to facilitate that delegation.

8. The information required under s. [822.29 \(1\)](#) and whether the child is subject to the jurisdiction of the court under s. [48.13](#), [48.14](#), [938.12](#), [938.13](#), or [938.14](#).

9. Whether the proceedings are subject to the Uniform Child Custody Jurisdiction and Enforcement Act under ch. [822](#).

10. Whether the child may be subject to s. [48.028](#) or [938.028](#) or the federal Indian Child Welfare Act, [25 USC 1901](#) to [1963](#), and, if the child may be subject to those sections or that act, the names and addresses of the child's Indian custodian, if any, and Indian tribe, if known.

**(b)** Except as provided in par. [\(bm\)](#), the court shall hold a hearing on a petition filed under par. [\(a\)](#) within 45 days after the filing of the petition. The petitioner shall cause the petition and notice of the time and place of the hearing to be served at least 10 days before the time of the hearing on the child, if 12 years of age or over; the child's guardian ad litem and counsel, if any; the parents of the child; the person nominated as agent; any guardian, legal custodian, and physical custodian of the child; any organization that is facilitating the delegation of power; and, if the child is an Indian child, the Indian child's Indian custodian, if any, and tribe, if known. The petition and notice shall be served in person or by 1st class mail. The petition and notice are considered to be served by proof of personal service, by proof that the petition and notice were mailed to the last-known address of the recipient, or, if the recipient is an adult, by the written admission of service of the person served.

**(bm)** If the petitioner knows or has reason to know that the child is an Indian child, service under par. [\(b\)](#) to the Indian child's parent, Indian custodian, and tribe shall be provided in the manner specified in s. [48.028 \(4\) \(a\)](#). No hearing may be held under par. [\(c\)](#) until at least 10 days after receipt of service by the Indian child's parent, Indian custodian, and tribe or, if the identity or location of the Indian child's parent, Indian custodian, or tribe cannot be determined, until at least 15 days after receipt of service by the U.S. secretary of the interior. On request of the Indian child's parent, Indian custodian, or tribe, the court shall grant a continuance of up to 20 additional days to enable the requester to prepare for the hearing.

**(c)** At the hearing the court shall first determine whether any party wishes to contest the petition. If the petition is not contested, the court shall immediately proceed to a fact-finding and dispositional hearing, unless an adjournment is requested. If the petition is contested or if an adjournment is requested, the court shall set a date for a fact-finding and dispositional hearing that allows reasonable time for the parties to prepare but is no more than 30 days after the initial

hearing. At the fact-finding and dispositional hearing, any party may present evidence and argument relating to the allegations in the petition.

**(d)** In determining the appropriate disposition of a petition filed under par. [\(a\)](#), the best interests of the child shall be the prevailing factor to be considered by the court. The court shall also consider whether the person nominated as agent would be fit, willing, and able to exercise the powers to be delegated, the reasons for the delegation of powers, the amount of support that the parent is willing and able to provide to the agent during the term of the delegation of powers, and, if the child is an Indian child, the order of placement preference under s. [48.028 \(7\) \(a\)](#) or, if applicable, s. [48.028 \(7\) \(c\)](#), unless the court finds good cause, as described in s. [48.028 \(7\) \(e\)](#), for departing from that order.

**(e)** At the conclusion of the fact-finding and dispositional hearing, the court shall grant one of the following dispositions, unless the court adjourns the hearing under par. [\(f\)](#):

**1.** A disposition dismissing the petition if the court finds that the petitioner has not proved the allegations in the petition by clear and convincing evidence or determines that approval of the proposed delegation of powers is not in the best interests of the child.

**2.** A disposition approving the proposed delegation of powers, if the court finds that the petitioner has proved the allegations in the petition by clear and convincing evidence and determines that the proposed delegation of powers is in the best interests of the child. The disposition may also designate an amount of support to be paid by the child's parents to the agent. If the court approves the proposed delegation of powers, the parent and the person nominated as agent may execute a power of attorney delegating those powers as approved by the court.

**(f)** If at the conclusion of the fact-finding and dispositional hearing the court finds that the petitioner has proved the allegations in the petition by clear and convincing evidence, but that the person nominated as agent is not fit, willing, and able to serve as agent or that appointment of that person as agent would not be in the best interests of the child, the court may, in lieu of granting a disposition dismissing the petition under par. [\(e\) 1.](#), adjourn the hearing for not more than 30 days and request the petitioner or any other party to nominate a different person as agent.

**(g)** Any person who delegates his or her powers regarding the care and custody of a child to a person who is not a relative of the child for longer than one year without first obtaining the approval of the court as provided in this subsection is subject to a fine not to exceed \$10,000 or imprisonment not to exceed 9 months, or both.

**(2)** A power of attorney complies with sub. [\(1\) \(a\)](#) if the power of attorney substantially conforms to the following form:

**power of attorney**

**delegating parental power**

Authorized by s. [48.979](#), Wis. Stats.

NAME(S) OF CHILD(REN)

This power of attorney is for the purpose of providing for the care and custody of:

Name, address, and date of birth of child ....

Name, address, and date of birth of child ....

Name, address, and date of birth of child ....

DELEGATION OF POWER TO AGENT

I, .... (name and address of parent), state that I have legal custody of the child(ren) named above. *(Only a parent who has legal custody may use this form.) A parent may not use this form to delegate parental powers regarding a child who is subject to the jurisdiction of the juvenile court under s. [48.13](#), [48.14](#), [938.12](#), [938.13](#), or [938.14](#), Wis. Stats.*

I delegate my parental power to:

Name of agent ....

Agent's address ....

Agent's telephone number(s) ....

Agent's e-mail address ....

Relationship of agent to child(ren) ....

The parental power I am delegating is as follows:

FULL

*(Check if you want to delegate full parental power regarding the care and custody of the child(ren) named above.)*

.... Full parental power regarding the care and custody of the child(ren) named above

PARTIAL

*(Check each subject over which you want to delegate your parental power regarding the child(ren) named above.)*

.... The power to consent to all health care; or

.... The power to consent to only the following health care:

.... Ordinary or routine health care, excluding major surgical procedures, extraordinary procedures, and experimental treatment

- .... Emergency blood transfusion
- .... Dental care
- .... Disclosure of health information about the child(ren)
- .... The power to consent to educational and vocational services
- .... The power to consent to the employment of the child(ren)
- .... The power to consent to the disclosure of confidential information, other than health information, about the child(ren)
- .... The power to provide for the care and custody of the child(ren)
- .... The power to consent to the child(ren) obtaining a motor vehicle operator's license
- .... The power to travel with the child(ren) outside the state of Wisconsin
- .... The power to obtain substitute care, such as child care, for the child(ren)
- .... Other specifically delegated powers or limits on delegated powers (*Fill in the following space or attach a separate sheet describing any other specific powers that you wish to delegate or any limits that you wish to place on the powers you are delegating.*) ....

This delegation of parental powers does not deprive a custodial or noncustodial parent of any of his or her powers regarding the care and custody of the child, whether granted by court order or force of law.

THIS DOCUMENT MAY NOT BE USED TO DELEGATE THE POWER TO CONSENT TO THE MARRIAGE OR ADOPTION OF THE CHILD(REN), THE PERFORMANCE OR INDUCEMENT OF AN ABORTION ON OR FOR THE CHILD(REN), THE TERMINATION OF PARENTAL RIGHTS TO THE CHILD(REN), THE ENLISTMENT OF THE CHILD(REN) IN THE U.S. ARMED FORCES OR TO PLACE THE CHILD(REN) IN A FOSTER HOME, GROUP HOME, SHELTER CARE FACILITY, OR INPATIENT TREATMENT FACILITY.

#### EFFECTIVE DATE AND TERM OF THIS DELEGATION

This Power of Attorney takes effect on .... and will remain in effect until .... If no termination date is given, this Power of Attorney will remain in effect for a period of one year after the effective date, but no longer. If the termination date given is more than one year after the effective date of this Power of Attorney, this Power of Attorney must be approved by the juvenile court. This Power of Attorney may be revoked in writing at any time by a parent who has legal custody of the child(ren) and such a revocation invalidates the delegation of parental powers made by this Power of Attorney, except with respect to acts already taken in reliance on this Power of Attorney.

SIGNATURE(S) OF PARENT(S)

Signature of parent .... Date ....

Parent's name printed ....

Parent's address ....

Parent's telephone number ....

Parent's e-mail address ....

Signature of parent .... Date ....

Parent's name printed ....

Parent's address ....

Parent's telephone number ....

Parent's e-mail address ....

WITNESSING OF SIGNATURE(S) (OPTIONAL)

State of ....

County of ....

This document was signed before me on .... (date) by .... (name(s) of parent(s)).

Signature of notary ....

My commission expires: ....

STATEMENT OF AGENT

I, .... (name and address of agent), understand that .... (name(s) of parent(s)) has (have) delegated to me the powers specified in this Power of Attorney regarding the care and custody of .... (name(s) of child(ren)). I further understand that this Power of Attorney may be revoked in writing at any time by a parent who has legal custody of .... (name(s) of child(ren)). I hereby declare that I have read this Power of Attorney, understand the powers delegated to me by this Power of Attorney, am fit, willing, and able to undertake those powers, and accept those powers.

Agent's signature .... Date ....

APPENDIX

*(Here the parent(s) may indicate where they may be located during the term of the Power of Attorney if different from the address(es) set forth above.)*

.... I can be located at:

Address(es) ....

Telephone number(s) ....

E-mail address(es) ....

.... Or, by contacting:

Name ....

Address ....

Telephone number ....

E-mail address ....

.... Or, I cannot be located

**(3)**

**(a)** In this subsection:

**1.** "Agent" means a person to whom delegation of the care and custody of a child under this section is facilitated by an organization.

**2.** "Organization" means an organization that facilitates delegations of the care and custody of children under this section.

**(b)** The department may promulgate rules to implement this section. If the department promulgates those rules, those rules shall include rules establishing all of the following:

**1.** Training requirements for the staff of an organization, including training in identifying children who have been abused or neglected and the laws and procedures under s. [48.981](#) governing the reporting of suspected or threatened child abuse or neglect.

**2.** Screening and assessment requirements for a proposed agent, including a screening of the personal characteristics, health, and finances of the proposed agent and of the physical environment and safety of the proposed agent's home and, based on that screening, an assessment of the proposed agent's fitness to provide for the care and custody of the child and ability to meet the child's needs. The rules promulgated under this subdivision shall prohibit an organization from facilitating a delegation of the care and custody of a child to a proposed agent unless the proposed agent is fit to provide for the care and custody of the child and able to meet the child's needs.

**3.** Training requirements for an agent, including the training described in subd. [1.](#) and training in the expectations of an agent specified in subd. [4.](#)

**4.** The expectations of an agent with respect to the care and custody of the child, including expectations relating to the care, nurturing, protection, training, guidance, and discipline of the

child; the provision of food, shelter, education, and health care for the child; cooperation with the child's parents in coparenting the child; and cooperation with the organization in facilitating visitation and other communications with the child's parents and in otherwise complying with the expectations of the organization.

**5.** A requirement that an organization regularly monitor an agent and the child whose care and custody is delegated to the agent and maintain communications with the child's parents.



## **DELEGATION OF POWERS BY A PARENT**

Pursuant to Wisconsin Statute 48.979, a parent who has legal custody of a child, by a power of attorney that is properly executed by all parents who have legal custody of the child, may delegate his or her powers regarding the care and custody of the child to an agent for a period not to exceed one year. A delegation of powers does not deprive the parent of any of his or her powers regarding the care and custody of the child. A parent who has legal custody of a child may not place the child in a foster home, group home, or inpatient treatment facility by means of a delegation of powers.

In most situations, the delegation of powers will be done privately without any court involvement. There are two situations where the court would be involved: (1) the child is under the jurisdiction of the court under a CHIPS, JIPS, delinquency, guardianship, or mental commitment case, and (2) the delegation involves an Indian child.

### **DELEGATION OF POWERS FOR A CHILD UNDER THE JURISDICTION OF THE COURT [Wis. Stat. 48.979(1)(bm)]**

A parent may not delegate his or her powers regarding the care and custody of a child who is subject to the jurisdiction of the court under ss. 48.13, 48.14, 938.12, 938.13 or 938.14 unless the court approves the delegation.

#### **The clerk will:**

- File any documents and record them in CCAP in the underlying juvenile case;
- If a written request/motion is filed, submit the request to the judge;
- If the judge determines that a hearing should be held, schedule a hearing time and provide proper notice;
- If a hearing is held, take minutes of the proceeding on the *Juvenile Court Minutes (JD-1709)*, the *general minute sheet (GF-130)*, or use CCAP In Court Appearance Processing;
- File/date stamp the *Order Approving Delegation of Powers under 48.979 (GF-222)* and distribute copies to the appropriate parties.

### **DELEGATION OF POWERS INVOLVING AN INDIAN CHILD [Wis. Stat. 48.028(5)(a)]**

If the delegation of powers involves an Indian child as defined in s. 48.02(8g), the parent's consent has to be executed in writing, recorded before a judge, and accompanied by the judge's written certification that the terms and consequences were explained and understood.

#### **The clerk will:**

- Unless the child is already under the jurisdiction of the court under a juvenile case, file any documents and record them in CCAP in a group juvenile (GJ) file;
- Schedule a hearing time and provide notice to the appropriate parties;
- At the hearing, take minutes of the proceeding on the *Juvenile Court Minutes (JD-1709)*, the *general minute sheet (GF-130)*, or use CCAP In Court Appearance Processing;
- File/date stamp the *Consent to Delegation of Powers under 48.979 of an Indian Child (IW-1783)* and distribute copies to the appropriate parties;
- The appointment of a guardian ad litem or adversary counsel for the child is not required for purposes of the consent to a delegation of powers involving an Indian child.

## POWER OF ATTORNEY DELEGATING PARENTAL POWER

As authorized by s. 48.979, Wis. Stats.

### NAME(S) OF CHILD(REN)

This power of attorney is for the purpose of providing for the care and custody of the following child(ren):

NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

### DELEGATION OF POWER TO AGENT

I, \_\_\_\_\_  
PARENT NAME PARENT ADDRESS

state that I have legal custody of the child(ren) named above. **(Only a parent who has legal custody may use this form.)** A parent **may not** use this form to delegate parental powers regarding a child who is subject to the jurisdiction of the juvenile court under s. 48.13, 48.14, 938.12, 938.13, or 938.14, Wis. Stats.

I delegate my parental power to:

Name of agent: \_\_\_\_\_

Agent's address: \_\_\_\_\_

Agent's telephone number(s): \_\_\_\_\_

Agent's e-mail address or additional contacts: \_\_\_\_\_

The Relationship of the agent to child(ren) is \_\_\_\_\_

The parental power I am delegating is as follows:

**FULL**

(Check the box if you want to delegate full parental power regarding the care and custody of the child(ren) named above.)

- Full parental power regarding the care and custody of the child(ren) named above

**PARTIAL**

(Check each subject over which you want to delegate your parental power regarding the child(ren) named above.)

**HEALTH CARE DECISIONS DELEGATED AS FOLLOWS:**

- The power to consent to all health care; or
- The power to consent to only the following health care:
- Ordinary or routine health care, excluding major surgical procedures, extraordinary procedures, and experimental treatment
  - Emergency blood transfusion
  - Dental care
  - Disclosure of health information about the child(ren)

**OTHER DECISIONS DELEGATED AS FOLLOWS:**

- The power to consent to educational and vocational services.
- The power to consent to the employment of the child(ren).
- The power to consent to the disclosure of confidential information, other than health information, about the child(ren).
- The power to provide for the care and custody of the child(ren).
- The power to consent to the child(ren) obtaining a motor vehicle operator's license.
- The power to travel with the child(ren) outside the state of Wisconsin.
- The power to obtain substitute care, such as child care, for the child(ren).
- Other specifically delegated powers or limits on delegated powers

(Fill in the following space or attach a separate sheet describing any other specific powers that you wish to delegate or any limits that you wish to place on the powers you are delegating.)

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- SEE ATTACHED PAGE(S)

This delegation of parental powers does not deprive a custodial or noncustodial parent of any of his or her powers regarding the care and custody of the child, whether granted by court order or force of law.

**THIS DOCUMENT MAY NOT BE USED TO DELEGATE THE POWER TO ALL OF THE FOLLOWING:**

- CONSENT TO THE MARRIAGE OR ADOPTION OF THE CHILD(REN),
- THE PERFORMANCE OR INDUCEMENT OF AN ABORTION ON OR FOR THE CHILD(REN),
- THE TERMINATION OF PARENTAL RIGHTS TO THE CHILD(REN),
- THE ENLISTMENT OF THE CHILD(REN) IN THE U.S. ARMED FORCES, OR
- TO PLACE THE CHILD(REN) IN A FOSTER HOME, GROUP HOME, OR INPATIENT TREATMENT FACILITY.

**EFFECTIVE DATE AND TERM OF THIS DELEGATION**

This Power of Attorney takes effect on (day/month/year) \_\_\_\_\_, and will remain in effect until (day/month/year) \_\_\_\_\_.

If no termination date is given or if the termination date given is more than one year after the effective date of this Power of Attorney, this Power of Attorney will remain in effect for a period of one year after the effective date, but no longer.

**REVOCAION OF POWER OF ATTORNEY**

This Power of Attorney may be revoked in writing at any time by a parent who has legal custody of the child(ren) and such a revocation invalidates the delegation of parental powers made by this Power of Attorney, except with respect to acts already taken in reliance on this Power of Attorney.

**SIGNATURE(S) OF PARENT(S)**

_____ MOTHER'S SIGNATURE	_____ DATE	_____ FATHER'S SIGNATURE	_____ DATE
_____ MOTHER'S NAME PRINTED		_____ FATHER'S NAME PRINTED	
_____ MOTHER'S ADDRESS		_____ FATHER'S ADDRESS	
_____ MOTHER'S TELEPHONE NUMBER(S)		_____ FATHER'S TELEPHONE NUMBER(S)	
_____ MOTHER'S EMAIL ADDRESS		_____ FATHER'S EMAIL ADDRESS	

**WITNESSING OF SIGNATURE(S) (OPTIONAL)**

State of \_\_\_\_\_; County of \_\_\_\_\_

This document was signed before me on (day/month/year) \_\_\_\_\_ by (name(s) of parent(s)) \_\_\_\_\_

\_\_\_\_\_  
Signature of notary public

My commission expires: \_\_\_\_\_

**STATEMENT OF AGENT**

I, \_\_\_\_\_, understand that \_\_\_\_\_  
(name and address of agent) (name(s) of parent(s))

has (have) delegated to me the powers specified in this Power of Attorney regarding the care and custody of \_\_\_\_\_  
(name(s) of child(ren))

I further understand that this Power of Attorney may be revoked in writing at any time by a parent who has legal custody of \_\_\_\_\_  
(name(s) of child(ren)).

I hereby declare that I have read this Power of Attorney, understand the powers delegated to me by this Power of Attorney, am fit, willing, and able to undertake those powers, and accept those powers.

\_\_\_\_\_  
AGENT SIGNATURE

\_\_\_\_\_  
DATE

**APPENDIX**

Here the parent(s) may indicate where they may be located during the term of the Power of Attorney if different from the address(es) set forth above.

I can be located at:  
Address(es) \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail address \_\_\_\_\_

OR By contacting:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail address \_\_\_\_\_

OR I cannot be located.