

By: Herrero

H.B. No. 3052

A BILL TO BE ENTITLED

AN ACT

relating to an authorization agreement between a parent and a nonparent relative of the child.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 34.002(a), Family Code, is amended to read as follows:

(a) A parent or both parents of a child may enter into an authorization agreement with a relative of the child listed in Section 34.001 to authorize the relative 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

1 permit, driver's license, or state-issued identification card;

2 (6) to authorize employment of the child; ~~and~~

3 (7) to apply for and receive public benefits on behalf
4 of the child; and

5 (8) to obtain:

6 (A) copies or originals of state-issued personal
7 identification documents for the child, including the child's birth
8 certificate; and

9 (B) to the extent authorized under federal law,
10 copies or originals of federally issued personal identification
11 documents for the child, including the child's social security
12 card.

13 SECTION 2. Section 34.003, Family Code, is amended to read
14 as follows:

15 Sec. 34.003. CONTENTS OF AUTHORIZATION AGREEMENT. (a) The
16 authorization agreement must contain:

17 (1) the following information from the relative of the
18 child to whom the parent is giving authorization:

19 (A) the name and signature of the relative;

20 (B) the relative's relationship to the child; and

21 (C) the relative's current physical address and
22 telephone number or the best way to contact the relative;

23 (2) the following information from the parent:

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

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

27 (3) the information in Subdivision (2) with respect to

1 the other parent, if applicable;

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

7 (5) statements that neither the parent nor the
8 relative has knowledge that a parent, guardian, custodian, licensed
9 child-placing agency, or other authorized agency asserts any claim
10 or authority inconsistent with the authorization agreement under
11 this chapter with regard to actual physical possession or care,
12 custody, or control of the child;

13 (6) statements that:

14 (A) to the best of the parent's and relative's
15 knowledge:

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

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

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

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

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

26 (B) the court with continuing jurisdiction
27 concerning the child has given written approval for the execution

1 of the authorization agreement accompanied by the following
2 information:

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

5 (ii) the number of the court; and

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

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

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

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

18 (10) a statement by the parent that establishes the
19 circumstances under which the authorization agreement expires,
20 including that the authorization agreement:

21 (A) is valid until revoked;

22 (B) continues in effect after the death or during
23 any incapacity of the parent; or

24 (C) expires on a date stated in the authorization
25 agreement; and

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

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

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

5 (2) that the parent and the relative must read all of
6 the warnings and disclosures before signing the authorization
7 agreement;

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

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

14 (5) that the authorization agreement does not confer
15 on the relative the rights of a managing or possessory conservator
16 or legal guardian;

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

21 (7) that failure by the relative to return the child to
22 the parent immediately on request may have criminal and civil
23 consequences;

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

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

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

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

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

12 (13) that, except as provided by Section [34.005\(a-2\)](#)
13 [~~34.005(a-1)~~], the authorization agreement is void unless not later
14 than the 10th day after the date the authorization agreement is
15 signed, [+

16 [~~(A)~~] the parties mail [~~a copy of the~~
17 ~~authorization agreement by certified mail, return receipt~~
18 ~~requested, or international registered mail, return receipt~~
19 ~~requested, as applicable,~~] to a parent who was not a party to the
20 authorization agreement at the parent's last known address, if the
21 parent is living and the parent's parental rights have not been
22 terminated:

23 (A) one copy of the authorization agreement by
24 certified mail, return receipt requested, or international
25 registered mail, return receipt requested, as applicable [~~, not~~
26 ~~later than the 10th day after the date the authorization agreement~~
27 ~~is signed~~]; and

1 (B) one [~~if the parties do not receive a response~~
2 ~~from the parent who is not a party to the authorization agreement~~
3 ~~before the 20th day after the date the copy of the authorization~~
4 ~~agreement is mailed under Paragraph (A), the parties mail a second]~~
5 copy of the authorization agreement by first class mail or
6 international first class mail, as applicable[, ~~to the parent not~~
7 ~~later than the 45th day after the date the authorization agreement~~
8 ~~is signed~~]; and

9 (14) that the authorization agreement does not confer
10 on a relative of the child the right to authorize the performance of
11 an abortion on the child or the administration of emergency
12 contraception to the child.

13 SECTION 3. Section 34.004(b), Family Code, is amended to
14 read as follows:

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

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

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

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

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

24 (3) a [~~the~~] court has continuing, exclusive
25 jurisdiction over the child.

26 SECTION 4. Section 34.005, Family Code, is amended by
27 amending Subsections (a) and (a-1) and adding Subsection (a-2) to

1 read as follows:

2 (a) If both parents did not sign the authorization
3 agreement, not later than the 10th day after the date the
4 authorization agreement is executed the parties shall mail ~~[a copy~~
5 ~~of the executed authorization agreement by certified mail, return~~
6 ~~receipt requested, or international registered mail, return~~
7 ~~receipt requested, as applicable,~~ to the parent who was not a party
8 to the authorization agreement at the parent's last known address,
9 ~~[not later than the 10th day after the date the authorization~~
10 ~~agreement is executed]~~ if that parent is living and that parent's
11 parental rights have not been terminated:

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

15 (2) one ~~[. If the parties do not receive a response~~
16 ~~from the parent who is not a party to the authorization agreement~~
17 ~~before the 20th day after the date the copy of the authorization~~
18 ~~agreement is mailed, the parties shall mail a second]~~ copy of the
19 executed authorization agreement by first class mail or
20 international first class mail, as applicable~~[, to the parent at~~
21 ~~the same address not later than the 45th day after the date the~~
22 ~~authorization agreement is executed].~~

23 (a-1) Except as otherwise provided by Subsection (a-2), an
24 ~~[An]~~ authorization agreement is void if the parties fail to comply
25 with Subsection (a) ~~[this subsection]~~.

26 (a-2) ~~[(a-1)]~~ Subsection (a) does not apply to an
27 authorization agreement if the parent who was not a party to the

1 authorization agreement:

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

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

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

15 (B) the conviction of the parent who was not a
16 party to the authorization agreement of an offense under Title 5,
17 Penal Code, or of another criminal offense in this state or in
18 another state an element of which involves a violent act or
19 prohibited sexual conduct.

20 SECTION 5. The changes in law made by this Act apply only to
21 an authorization agreement executed on or after the effective date
22 of this Act. An authorization agreement executed before that date
23 is governed by the law in effect on the date the authorization
24 agreement was executed, and the former law is continued in effect
25 for that purpose.

26 SECTION 6. This Act takes effect September 1, 2017.