

**POWER OF ATTORNEY:**  
**CARE AND CUSTODY OF CHILD OR CHILDREN**

As Authorized by Section 3109.52 through 3109.61 of the Ohio Revised Code

**NOTICE**

Notices: A power of attorney may be executed only if one of the following circumstances exists:

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.

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.

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 3 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.

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.

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.

A person or entity that relies on this power of attorney, in good faith, has no obligation to make any further inquiry or investigation.

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 (1) week after the date the power of attorney terminates.

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.

**If there is anything about this form that you do not understand, you should ask a lawyer of your own choosing to explain it to you.**

**I have read or had explained to me this notice and I understand its contents.**

\_\_\_\_\_                      \_\_\_\_\_  
**Principal**                      **Date**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned,  
\_\_\_\_\_, parent(s) of the child(ren) identified below,  
residing at \_\_\_\_\_ hereby make, constitute and  
appoint \_\_\_\_\_ (if more than one attorney-in-fact is appointed, add 'Jointly,')

*"either of them" or "any one of them" to indicate how they must act)* as the true and lawful Attorney(s)-in-Fact of the undersigned, to act in name, place and stead of the undersigned, to do and execute all or any of the following acts, deeds and things with respect to the care and custody of the following child(ren):

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- (a) To participate in decisions regarding the child(ren)'s education including attending conferences with the child(ren)'s 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 pertinent to their education.
- (b) To grant permission and consent to the child(ren) participating in any activity sponsored by any group, association or organization which activity the Attorney(s)-in-Fact may deem appropriate.
- (c) To make health care decisions on behalf of the child(ren), including making decisions regarding the child(ren)'s medical or dental care, whether routine or emergency in nature, including admissions to hospitals or other institutions; to consent to, to refuse to consent to, or to withdraw consent to the provision of any care, tests, treatment, surgery, service or procedure to maintain, diagnose or treat a physical or mental condition, as well as the right to sign such medical forms as may be necessary to carry out such decisions; to talk with health care personnel who may be treating the child(ren) and to examine the child(ren)'s medical records and to consent to the disclosure of such records in circumstances the Attorney (s)-in-fact may deem appropriate; to file claims for medical insurance and to obtain information from any insurance company with respect to any policy of health or medical insurance under which the child(ren) may be insured; provided however, that the Attorney(s)-in-Fact shall not be required to execute any documents which would involve incurring any personal liability for any such treatment and care, and the undersigned affirms that the undersigned will be responsible for payment for any such care or treatment consented to by the Attorney(s)-in-Fact of the undersigned which is not covered by insurance.

(d) To generally do and perform all matters and things, to execute all other instruments of every kind which may be necessary or proper to effectuate all powers hereinabove specifically granted, or any other matter or thing appertaining to the child(ren) of the undersigned, with the same full powers, and to all intents and purposes, with the same validity as the undersigned could, if personally present; and hereby ratifying and confirming whatsoever said Attorney (s)-in-fact of the undersigned shall and may do, by virtue hereto.

(e) SPECIFICALLY EXCLUDED FROM THE AUTHORITY AND POWERS GRANTED HEREIN IS THE AUTHORITY OR POWER TO CONSENT TO THE MARRIAGE OR ADOPTION OF THE CHILD(REN) NAMED HEREIN.

This power of attorney shall not be affected by the subsequent incapacity of the principal (s).

INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY CHILD'S PHYSICAL OR MENTAL HEALTH.

A. General Grant of Power and Authority. Subject to any limitations in this Directive, my agent has the power and authority to do all of the following: (1) Request, review and receive any information, verbal or written, regarding my child's physical or mental health including, but not limited to, medical and hospital records; (2) Execute on my behalf any releases or other documents that may be required in order to obtain this information; (3) Consent to the disclosure of this information; and (4) Consent to the donation of any of my child's organs for medical purposes.

B. HIPAA Release Authority. My agent shall be treated as I would be with respect to my rights regarding the use and disclosure of my child's individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160 through 164. I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc. or other health care clearinghouse that has provided treatment or services to my child, or that has paid for or is seeking payment from me

for such services, to give, disclose and release to my agent, without restriction, all of my child's individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse. The authority given my agent shall supersede any other agreement that I may have made with my child's health care providers to restrict access to or disclosure of my child's individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my child's health care provider.

The powers herein granted to said Attorney(s)-in-Fact of the undersigned shall be exercisable by any one of them or all of them at any time and from time to time from \_\_\_\_\_ until \_\_\_\_\_.

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.

This Power of Attorney shall remain in full force and effect until the date stated above, and any party dealing with the Attorney (s)-in-fact during such time shall be fully protected and is hereby discharged, released and indemnified from so doing in respect of any matter relating hereto unless such particular party shall have received prior notice in writing of the revocation of this Power of Attorney.

IN WITNESS WHEREOF, we hereunto set our hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

The principal has had an opportunity to read the above form and has signed and executed the above form in my presence as the free act and deed of the Principal. I, the undersigned, being over 18 years of age, not related to the principal by blood, marriage, or adoption; or entitled to any portion of the estate of the principal under the principal's now existing will or codicil or amendment thereto or trust instrument, witness the principal's signature at the request and in the presence of the principal, on the day and year above set out.

Witness:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

**AGENT'S CERTIFICATION**

I, \_\_\_\_\_, have read the attached durable power of attorney and I am the person identified as the Agent or \_\_\_\_\_ (Name of Agent) identified as the Agent for the Principal. To the best of my knowledge this power has not been revoked. I hereby acknowledge that, in the absence of a specific provision to the contrary in the durable power of attorney, when I act as Agent:

I shall exercise the powers for the benefit of the Principal.

I shall keep the assets of the Principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the Principal.

I shall, to the extent reasonably practicable under the circumstances, keep in regular contact with the Principal and communicate with the Principal.

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date'

State of \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
\_\_\_\_\_ (date) by \_\_\_\_\_  
\_\_\_\_\_ (name of person acknowledged).

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)