

BROAD CHILD MEDICAL CONSENT

This Child Medical Consent (this "Consent") is executed and made effective as of (the "Effective Date") by the undersigned parent(s) or legal guardian(s) (the "Parent"s) of the minor child identified below (the "Child"), in favor of the caregiver identified below (the "Caregiver").

This Consent does not transfer parental rights, legal custody, or guardianship. It authorizes the Caregiver to make both emergency and routine medical decisions for the Child when the Parent is unavailable, and is revocable in writing at any time.

1. The Child

- **Full legal name:** [CHILD NAME]
- **Date of birth:**
- **Age:** 8 years
- **Address:** [CHILD S CURRENT ADDRESS]
- **Preferred language / interpreter need:** English

2. Parent or Legal Guardian

Parent/Guardian 1. [PARENT 1 NAME], of [PARENT GUARDIAN 1 ADDRESS]. Phone: [PARENT GUARDIAN 1 PHONE].

Parent/Guardian 2. ****, of . Phone: .

Joint legal custody. The undersigned Parents share joint legal custody of the Child and both sign this Consent. Each Parent represents that the other Parent has been notified of and consents to this authorization.

3. Authorized Caregiver

Caregiver. [CAREGIVER NAME], whose relationship to the Child is: Grandparent. Address: [CAREGIVER 1 ADDRESS]. Phone: [CAREGIVER 1 PHONE].

4. Scope of Consent — Broad (Emergency and Routine)

The Parent hereby authorizes the Caregiver to consent, on the Parent's behalf, to **both emergency and routine care** for the Child, subject to the exclusions and limitations set forth in this Consent.

Broad scope. The Caregiver may consent to:

1. **Emergency care** — any medical, surgical, dental, or psychiatric intervention that a licensed healthcare provider determines is reasonably necessary to prevent death, serious bodily harm, or significant deterioration of the Child's condition;
2. **Routine care** — scheduled well-child visits, vaccinations, physical examinations, dental checkups, vision care, prescription refills, outpatient diagnostic testing, and similar non-urgent medical services; and
3. **Follow-up care** — follow-up treatment or therapy reasonably connected to care the Caregiver has authorized.

Telehealth. The Caregiver is authorized to accompany the Child to, and participate in, telehealth or virtual-visit consultations with licensed healthcare providers. The Caregiver may share relevant health information on the Child's behalf during such consultations and consent to treatment recommended during the visit to the same extent as the Caregiver could in an in-person visit within the scope of this Consent.

5. Medical Records Access

Limited access. The Caregiver is authorized to speak with healthcare providers about the Child's condition and care, but is not authorized to obtain copies of medical records. Copies of records shall be released only to the Parent or pursuant to a separate HIPAA-compliant authorization.

HIPAA notice. This Consent is **not** a HIPAA authorization. Under 45 CFR §164.502(g), the Parent is generally the Child's "personal representative" for purposes of the Child's protected health information. A covered healthcare entity may require a separate HIPAA-compliant authorization before releasing copies of records, and nothing in this Consent overrides a covered entity's HIPAA protocols or a minor's independent consent rights under applicable state law.

Substance use disorder records. Federal regulation 42 CFR Part 2 imposes heightened protection on a minor's substance use disorder treatment records and, in many cases, requires the minor's own written consent — not the Parent's — for disclosure. This Consent does not override 42 CFR Part 2.

6. Health Information

Last updated: . The Parent shall update this information promptly after any significant change to the Child's health status and, in any event, review it at least annually.

- **Known allergies:** None known.
- **Current medications:** None.
- **Known medical conditions / diagnoses:** None.
- **Vaccination history:** Up to date per current CDC schedule.

Primary care physician / pediatrician: [not specified].

7. Duration

This Consent is effective on the Effective Date and, unless earlier revoked in writing, shall remain in effect until the Parent revokes it in writing.

Open-ended term. Because no fixed end date has been specified, this Consent will remain in force indefinitely. The Parent should review this Consent at least annually and re-execute it after any significant change in circumstances (including custody, the Child's health, or the Caregiver relationship).

8. Revocation

The Parent may revoke this Consent at any time by written notice signed by the Parent and delivered to (a) the Caregiver named above and (b) any healthcare provider or institution known by the Parent to hold a copy of this Consent. Revocation is effective upon actual receipt by the Caregiver. Written notice may be delivered by hand, mail, courier, or email (with confirmation of receipt). Revocation does not invalidate any treatment consented to in good faith by the Caregiver before the Caregiver's actual receipt of the revocation notice.

9. Legal Basis and State-Specific Notices

Emergency treatment under federal law. Under the Emergency Medical Treatment and Labor Act (EMTALA, 42 U.S.C. §1395dd), Medicare-participating hospitals must provide emergency screening and stabilizing treatment to any patient — including a minor — regardless of consent status.

10. General Provisions

Governing law. This Consent shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict-of-laws principles.

Not a transfer of parental rights. This Consent is a limited delegation of medical-decision authority only. It does not transfer legal or physical custody, guardianship, or any other parental right or responsibility.

No warranty. The Parent represents that the information in Section 6 is accurate to the Parent's knowledge as of the "last updated" date.

Severability. If any provision of this Consent is held unenforceable, the remaining provisions shall remain in full force.

Counterparts and electronic signatures. This Consent may be executed in counterparts and by electronic signature under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and applicable state law.

Copies. A photocopy, scan, or electronic image of this Consent shall be as effective as the original for all purposes.

Signatures

The undersigned Parent(s) or legal guardian(s) execute this Child Medical Consent as of the Effective Date and affirm the legal authority to do so.

Parent or Guardian 1

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Parent or Guardian 2

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Exhibit A — Revocation of Medical Consent (Template)

REVOCATION OF CHILD MEDICAL CONSENT

To: **[CAREGIVER NAME]**, and to all healthcare providers and institutions holding a copy of the Child Medical Consent dated concerning **[CHILD NAME]** (DOB):

The undersigned Parent or legal guardian hereby **revokes** the Child Medical Consent dated , effective upon the recipient's receipt of this notice.

Signature: _____ Date: _____ Printed name: **[PARENT 1 NAME]**