

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

HEALTHCARE POWER OF ATTORNEY

BEFORE ME, the undersigned Notary Public and witnesses personally came and appeared:

_____, a/k/a _____, SSN: XXX-XX-____, mailing address _____, as Principal,

who appoints the following as Agents:

_____, SSN: XXX-XX-____ or _____, SSN: XXX-XX-____

ARTICLE I
HEALTH CARE

I give my Agent all powers regarding the following health care matters that I could exercise on my own behalf, if capable of doing so. My Agent may:

- 1.1 Medical Records. Have access to any medical information in any form regarding my physical or mental condition, and to execute such consents as may be necessary to obtain it; consent to the disclosure of my medical information to others.
- 1.2 Professionals. Retain, compensate and discharge any health care professionals my Agent deems necessary to examine, evaluate or treat me, whether for emergency, elective, recuperative, convalescent or other care.
- 1.3 Institutionalization. Admit me to any health care facility recommended by a qualified health care professional, whether for physical or mental care or treatment, and remove me from such institution at any time, even if contrary to medical advice.
- 1.4 Treatment. Consent on my behalf to tests, treatment, medication, surgery, organ transplant or other procedures, and to revoke that consent, even if contrary to medical advice.
- 1.5 Chemical Dependency. Consent on my behalf to a course of treatment for chemical dependency, whether suspected or diagnosed, and to revoke such consent.
- 1.6 Pain Relief. Consent on my behalf to pain relief procedures, even if they are unconventional or experimental, and even if their use may risk addiction, injury or foreshortening my life.
- 1.7 Releases. Release from liability any health care professional or institution that acts on my behalf in reliance on my Agent.
- 1.8 Release of Medical Information. Obtain medical information of any kind or type from my healthcare providers and/or insurance carriers or government agencies. My intention is that my agent shall have the ability to obtain medical information and that this grant of authority shall comply with the Privacy Act so that my healthcare

providers, my insurance companies or government agencies shall release my healthcare information to my agent and/or discuss my medical needs with my agent.

- 1.9 Representation. Represent me in any dealings with Medicare, Medicaid, Social Security or other medical, government or financial aid agency or my insurance carriers.
- 1.10 Execution of Documents. Execute on my behalf any documents related to the powers conferred herein, including but not limited to hospitalization, institutional care, medical treatment, Medicaid, Medicare, Social Security, or any other medical, governmental or financial aid agency.
- 1.11 HIPAA. I do hereby authorize disclosure of protected health information (PHI) maintained on me to an agent, pursuant to 45 CFR 164.508 (c)(1)(iv). I hereby direct my medical providers to release copies of any and all medical records including, without limitation, reports, notes, correspondence, diagnostic studies, and any other records, to agent, and to provide to agent, verbally and/or in writing, information regarding my diagnosis, prognosis, condition and treatment or proposed treatment.
- 1.12 Medical Records. Have access to any medical information in any form regarding my physical or mental condition, and to execute such consents as may be necessary to obtain it. This includes, but is not limited to the disclosure of protected health information (PHI) maintained on Principal to Agent pursuant to 45 CFR 164.508 (C)(1)(iv). Furthermore, Principal intends for Agent to be treated as Principal would be with respect to Principal's rights regarding the use and disclosure of Principal's individually identifiable health information, protected health information (PHI) or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. In addition to the above, Principal authorizes any physician healthcare 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 Principal or that has paid for or is seeking payment from principal for such services, to give, disclose and release to my Agent, without restriction, all of Principal's individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse. The authority given Agent shall supersede any prior agreement that Principal may have made with any health care providers to restrict access to or disclosure of Principal's individually identifiable health information. The authority given Agent has no expiration date and shall expire only in the event that Principal revokes the authority in writing and deliver it to Principal's health care provider.

**ARTICLE II
PERSONAL CARE**

Principal grants Agent all powers regarding the following personal care matters that I could exercise on my own behalf, if capable of doing so. My Agent may:

- 2.1 Home Care. Provide for my continued maintenance and support. As nearly as possible, I desire to maintain my accustomed standard of living. My Agent shall provide me with a suitable place to live, by maintaining me in my family residence or apartment (home), paying principal, interest, taxes, insurance and repairs as necessary. My Agent may retain or discharge domestic servants, attendants, companions, nurses, sitters or other persons who provide care for me and my home. My Agent may authorize purchases of food, clothing, medical care and customary luxuries on my behalf.
- 2.2 Institutional Care. If recommended by my physician, my Agent may contract for institutional health care (hospital, retirement facility, nursing home, hospice or other) on my behalf.
- 2.3 Religious Needs. Continue my affiliation with my church, keeping me accessible to its clergy, members or other representatives, continuing and renewing any pledge made by me whether for capital, operations or other purposes, and generally to assist me in maintaining my church relationships to the extent my health permits.
- 2.4 Companions and Recreation. Hire, discharge, direct and compensate such companions as may be necessary for my health, recreation, travel, and general well-being.
- 2.5 Funeral Arrangements. Arrange and contract for my funeral including appropriate arrangements and instructions for my funeral service or memorial service, including purchase of a burial plot or other appropriate disposition of my body. My Agent shall comply with such known written instructions as I may have or leave.

**ARTICLE III
REFUSAL OF MEDICAL TREATMENT**

Principal does not wish his/her life prolonged artificially through extraordinary or heroic means if my condition is terminal. Even over the objection of members of my family, my Agent may:

- 3.1 Withdraw or Withhold Life Support. If two licensed physicians (one of whom is my attending physician) have personally examined me and my attending physician has noted in my medical records that my condition is terminal and irreversible, or I am diagnosed as being in a profound comatose state with no reasonable chance of recovery, my Agent may sign on my behalf any documents, waivers or releases necessary to withdraw, withhold or cease any procedure calculated only to prolong my life, including the use of a respirator, cardiopulmonary resuscitation, surgery, dialysis, blood transfusion, antibiotics, antiarrhythmic and pressor drugs or transplants.

- 3.2 Nourishment. Refuse or discontinue intravenous or parenteral feeding, misting, and endotracheal or nasogastric tubes, if advised that no undue pain will be caused to me.
- 3.3 Declaration. Contemplating that my medical care may be rendered in Louisiana, or that Louisiana law might otherwise apply, I may have executed a Declaration Concerning Life-Sustaining Procedures ("Declaration") pursuant to Louisiana Revised Statutes 40:1299.58.1 and following as amended. By executing that Declaration I do not intend to limit or reduce the powers over my person elsewhere granted to my Agent in this agency, but rather to convey to my Agent such additional powers as are necessary to make or carry out the terms of that Declaration.
- 3.4 Amputations. Decide at their discretion, to authorize or refuse to authorize the amputation of any of my limbs or other body parts.
- 3.5 This power of attorney does not confer upon the agent the authority to revoke, rescind or terminate any Living Will I have executed or make any decision contrary to the language or spirit of any Living Will I have executed.
- 3.6 This power of attorney does not confer upon the agent the authority to revoke, rescind or terminate any 'Do Not Resuscitate' order(s) I have executed or make any decision contrary to the language or spirit of any 'Do Not Resuscitate' order(s) I have executed.
- 3.7 This power of attorney confers upon the agent(s) the authority to execute or consent to 'Do Not Resuscitate' orders on my behalf.

ARTICLE IV MISCELLANEOUS PROVISIONS

- 4.1 Expenses. My Agent shall be entitled to reimbursement for all cost and expenses reasonably incurred on my behalf, but shall not otherwise be entitled to compensation for services rendered.
- 4.2 Release. I release and discharge my Agent and my Agent's heirs, successors and assigns from any and all liability to me, my heirs, successors and assigns arising out of any acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make any property productive of income, to increase the value of my estate or to diversify my investments.
- 4.3 Applicable Law. This instrument shall be governed by the laws of Louisiana.
- 4.4 Revocation, Removal, Amendment and Resignation. This agency may be amended or revoked by me. My Agent may be removed by me at any time by written document delivered to my Agent. If this agency has been recorded in the public records, the act of revocation, amendment or removal shall be filed or recorded in the same manner. My Agent may resign by written resignation delivered to me or, if I am incapacitated or interdicted, by delivery to any person with whom I am

residing or who is responsible for my care.

4.5 General Power of Attorney. This health care power of attorney shall be separate and distinct from any other general or special power of attorney which I may give and shall not revoke any such power of attorney.

THUS DONE AND SIGNED in St. Tammany Parish, Louisiana, on _____, 2014.

WITNESSES:

NOTARY PUBLIC

FORM

Form