Durable Power of Attorney

of

{pname}

*Prepared By: {atty}*



**NOTICE**

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR “AGENT”) BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGH YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT YOUR DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENTS’ AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, OTHERWISE, IN YOUR BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POWER OF ATTORNEY.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBTUED AT YOUR DEATH. BEFORE SIGNING THIS DOCUMENT YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

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.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{pname} - Principal

**Durable Power of Attorney**

I, **{pname}** of the County of {countyres} and Commonwealth of Pennsylvania, do hereby make this durable power of attorney. My social security number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Appointment of Agent.** I nominate and appoint **{a1name}** as my Agent to have and exercise the powers provided by this instrument.
2. **Appointment of Successor Agent.** If **{a1name},** shall be unable or unwilling to serve as my Agent under this instrument, then I appoint **{a2name}** to serve as such Agent. Any person to whom this durable power of attorney is presented may rely upon a certificate by my successor Agent that the initial Agent is unable or unwilling to serve as my Agent. If neither my Agent nor any alternate agent is able or willing to serve or to continue to serve, then either my Agent or any alternate agent shall have the authority to name a successor alternate agent. The nomination of such successor alternate agent shall be by writing. My successor alternate agent may then execute and deliver an affidavit that my Agent and alternate agent(s) are unwilling or unable to serve or to continue to serve, and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein, and, in such event, any person acting in reliance upon such affidavit and such written nomination of successor alternate agent, shall incur no liability to my estate because of such reliance.
3. **To Serve As My Conservator or Guardian.** If it is necessary at any time for a court to appoint a conservator for my estate or a guardian of my person or estate, I nominate my Agent **{a1name}** to serve as such conservator or guardian. In the event **{a1name}** is unable or unwilling to act or to continue to act as the conservator or guardian of my person and/or estate, I hereby name **{a2name}** to so act.
4. **Power to Remain In Effect.** This power of attorney is intended to remain in full effect notwithstanding any subsequent disability or incapacity on my part.
5. **Purpose of this Power of Attorney.** I intend this to be a general power of attorney. I shall specify certain acts which my Agent is authorized to do on my behalf, but this is not intended to limit the generality of this power. I intend that my Agent shall have the power to exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business, property, real or personal, tangible or intangible, or matter whatsoever.
6. **To Collect, Enforce, and Manage Assets and Claims.** To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, and retirement benefits, insurance benefits and proceeds, securities, any and all documents of title, claims, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make execute and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.
7. **To Deal With Personal Property.** To create or change rights of survivorship. To lease, purchase, sell, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, sale, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as my Agent shall deem proper.
8. **Power To Sell, Mortgage, Lease, Gift Or Transfer Real Estate.** To sell my real estate including my home or any other real estate that I may own from time to time (hereinafter referred to as "Real Estate"). To mortgage and/or convey by deed of trust or otherwise encumber any Real Estate now or hereafter owned by me. To create or change rights of survivorship. To manage real property, including leasing, evicting tenants, performing any act of management, or retaining a professional property manager. To make gifts either outright or in trust of any Real Estate I may own consistent with the power set forth in the subsection titled “Power to Make Gifts” below. To make transfers of any Real Estate I may own as a part of a divestment strategy to help make me eligible for Medicaid, Veterans Administration, SSI benefits or other similar federal or state benefits,
9. **To Deal With Securities And Brokerage Accounts.** With respect to my brokerage accounts, to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, rights, and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures) on margin or otherwise for my account and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my Agent or to others, and in such name and form, including his own, as he or she may direct; to instruct my broker to make payment of moneys from my accounts with my broker, and to receive and direct payment therefrom payable to him or her or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my accounts(s); and to make any and all agreements with my broker with reference thereto for me and in my behalf. To create or change rights of survivorship, and/or to create or change a beneficiary designation. The power granted herein shall apply to brokerage accounts with any brokers, financial advisors, or any person or entity with whom I may have account(s) from time to time. My Agent may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities I may own. I authorize my Agent to execute on my behalf any powers of attorney in whatever form which may be required by any stockbroker with whom I have deposited any securities.
10. **To Deal With Pension Plans and Retirement Accounts.** To deal with pension plans and retirement accounts of all types; to make and change beneficiary designations and payment options, and to surrender any retirement accounts for cash. Moreover, my Agent shall have the power to establish one or more “individual retirement accounts” or other retirement plans or arrangements in my name.

In connection with any pension, profit sharing or stock bonus plan, individual retirement arrangement, Roth IRA, § 403(b) annuity or account, § 457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is hereinafter referred to as “such Plan”), my Agent shall have the following powers, in addition to all other applicable powers granted by this instrument:

To make contributions (including “rollover” contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf.

To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any trust of which I created and am a beneficiary.

To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make contributions to such Plan and to make, exercise, waive or consent to any and all elections and/or options that I may have regarding contributions to, investments or administration of, distribution from, or form of benefits under, such Plan.

To waive my right to be a beneficiary, including a survivor benefit under any retirement plan. To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent, subject to the following limitation: My Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change. The preceding limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.

1. **To Deal With Bank Accounts.** To deal with any bank accounts or certificates of deposit which I may own, to withdraw funds from such accounts, to pledge such accounts, and generally to exercise control over such accounts, and to establish new accounts. To create or change rights of survivorship, and/ or beneficiary designation. To execute any form, including a power of attorney, required by any bank or other financial institution in order to enable my Agent to execute the powers granted under this instrument.
2. **To Deal With Life Insurance Policies and Annuity Transactions.** Power to engage in insurance and annuity transactions. A power to “engage in insurance and annuity transactions” shall mean that the agent may: pursue all insurance and annuity claims on my behalf; to exercise nonforfeiture provisions under insurance policies and annuity contracts; to insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow against any such policy; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to purchase long-term care insurance on my behalf and to maintain such insurance and pay premiums as due; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability and to pay the premiums therefor; to pursue claims thereunder; to waive my right to be a beneficiary of a joint and survivor annuity; to designate and change beneficiaries of insurance policies insuring my life and of any annuity contract in which I have an interest; to create or change rights of survivorship; to transfer ownership of any insurance policies covering my life or of any annuity contracts in which I may have an interest; to decrease coverage under or cancel any of the policies described herein; and to receive and make such disposition of the cash value upon termination of any such policy as my Agent shall deem appropriate. In general, exercise all powers with respect to insurance and annuities that the principal could if present.
3. **To Engage in Estate Planning.** To change my estate plan as my Agent shall deem appropriate, or to establish an estate plan if needed. My Agent may consult with such accountants and attorneys as deemed necessary, and shall have the power to execute trusts and to make gifts, as further set forth below.
4. **To Deal with On-line Digital Accounts.** To have unfettered access to any and all online accounts I have including without limitation, internet service providers, online banking accounts, online merchant accounts, online service accounts, domain name registrations, and any account I have that is accessed primarily over the Internet. Any online service provider, merchant or any organization or entity that maintains an access method such as an online login id or username with password may disclose the access information such as the login id, password, and any and all other information related to my account to my Agent upon presentation of this document to them. My agent is further empowered to fully access, modify, delete, update, or change in any way the information contained on said online account and/or site. If said account or site is one involving banking transactions or financial transactions, my agent shall have full access to said account and may engage in financial transactions of any kind including opening accounts, closing accounts, changing accounts, making payments, making deposits, changing ownership, changing beneficiaries, and any and all transactions and activities that I am able to do. These authorizations shall apply to any and all persons, companies and entities that have a business or service that is in part or in full accessed by customers or clients via computer, cell phone, or some other form of digital communication.
5. **To Establish, Fund, and Amend Trusts.** To establish trusts, both revocable and/or irrevocable (including trusts of which my Agent is a beneficiary) on my behalf, on terms which my Agent shall to his or her belief understand to be my wishes for my estate, and to amend and revoke trusts which I may have heretofore executed.  The power to amend trusts shall include, but shall not be limited to, the power to change the situs of trusts.  My Agent may establish, on my behalf, trusts of which my Agent is a beneficiary.  My Agent may establish, on my behalf, trusts of which I am entitled to both the income and the principal.  My Agent may establish, on my behalf, trusts of which I am entitled to only the income, and not the principal.  My Agent may establish, on my behalf, trusts of which I am entitled to neither the income or the principal.  My Agent may establish trusts with the sole purpose of providing asset protection planning for Medicaid Eligibility and other government benefits programs.   My Agent may exercise appointment and removal powers under any trusts which I have established.  Moreover, I grant my Agent full power and authority to do everything necessary to transfer, assign, convey, and deliver any interest I may have in property owned by me to any such trust where I am a beneficiary.  The beneficiaries on any such trust shall, to the best of my Agent’s ability, conform as closely as possible to the dispositive provisions of my estate plan.  In the interest of thoroughness, my Agent shall also have the following powers with respect to inter vivos trusts:

to petition the appropriate court on my behalf to establish and fund a 42 U.S.C. Section 1396p (d)(4)(A) special needs trust (hereinafter "special needs trust") for my benefit,

to execute a 42 U.S.C. Section 1396p (d)(4)(C) pooled trust sub-account (hereinafter "pooled trust subaccount") joinder agreement on my behalf with the Achieva The Family Trust or similar non-profit organization.

1. **To Execute Disclaimers.** To execute disclaimers, including a power of appointment, on my behalf under Section 2518 of the Internal Revenue Code or any comparable section of any federal or state statute, notwithstanding that the exercise of such disclaimer may benefit my Agent.
2. **To Make Gifts.** To make gifts either outright or in trust; to the extent reasonably possible, my Agent shall avoid disrupting the disposi­tive provisions of my estate plan. However, such gifts shall be limited as follows:

Donees – My Agent is authorized to make gifts in accordance with the dispositive provisions of my Will and/or Living Trust or, if my Agent is unable to make gifts exactly in accordance with the dispositive provisions of my Will and/or Living Trust, then as close as is practical.

1. **Qualification for Public Benefits.** To make gifts without limitation as to amount in order to facilitate my qualification for government benefits for my long‑term health care and nursing home needs. Such gifts shall be irrevocable, and my Agent is authorized to make such gifts so long as my long‑term care is reasonably provided for by my Agent from the assets subject to this Power or otherwise, during the time period I would be disqualified from receiving long‑term care and/or medical assis­tance under the Commonwealth of Pennsylvania "Medicaid" program, Veterans program, or other public assistance program. Any gifts made pursuant to this subsection are to be made to those individuals who would take my assets pursuant to my then-existing testamentary plan, or, if I have no existing testamentary plan, according to the Intestacy Laws of the Commonwealth of Pennsylvania. Any gifts may be made outright or in trust. Any gifts made pursuant to this subsection by my Agent may also include a gift to my Agent so long as the gift is made in the same manner as my established estate plan, if I have one, or pursuant to the Intestacy Laws of the Commonwealth of Pennsylvania (20 Pa.C.S.A. §2101 et seq.).
2. **Gifts to Agent.** To make gifts to himself or herself under this Section, notwithstanding the fact that my Agent is a fiduciary under this instrument.
3. **Catastrophic Illness Powers.** To protect my assets in any manner which my Agent in his or her sole and absolute discretion deems to be appropriate to qualify me for Medicaid, Veterans Administration, SSI benefits, or other similar federal or state benefits (hereinafter referred to as "Government Benefits"). The authority herein granted shall include but not be limited to converting my assets into assets that do not disqualify me from receiving such benefits or divesting me of such assets.
4. **To Make Contracts and Give Releases.** To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, security agreements, bills of sale, leases, mortgages, assignments, fire and casualty insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.
5. **To Compensate Himself or Herself.** My Agent may compensate himself or herself from my funds for services rendered, and expenses incurred, in acting under this instrument. Such expenses shall include, but shall not be limited to, the costs of retaining counsel to advise my Agent in the conduct of his duties, and an accountant to assist in maintaining records. If my Agent is an attorney at law, he may compensate himself at the rate customarily charged to clients for similar services.
6. **To Deal With The Social Security Administration and Other Agencies.** To make application on my behalf for benefits administered by the Social Security Administration, the Pennsylvania Department of Public Welfare, County Assistance Office, Area Agency on Aging, or any other federal, state, or local agency and to receive Social Security, medical assistance and any and all other benefits on my behalf.
7. **To Arrange For My Medical Care.** To have access to my medical records, to make decisions as to acceptance or rejection of medical treatment, to engage and dismiss physicians and other health care personnel, to choose where I shall receive medical treatment and to arrange for my admission to and discharge from hospitals and other places of treatment, to grant consent for or refuse consent to any medical procedure, to sign any consent or release, and to do anything in connection with my health care which I could do personally.
8. **To Have Access to my Medical Records**. It may be necessary for my agent to have access to my medical records to establish whether medical bills are valid and appropriate or for other purposes. I grant to my agent the authority and power to serve as my personal representative for all purposes of the Health Insurance Portability and Account­ability Act of 1996, the regulations in 45 C.F.R. Sec. 160 et seq., and any other applicable federal, state or local laws or regulations (collectively "HIPAA"), including the authority to request, receive, obtain and review, and be granted full and unlimited access to, and consent to the disclosure of complete unredacted copies of any and all health, medical and financial information and any information or records referred to in 45 C.F.R. Sec. 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 HIPAA. I understand that health and medical records can include information relating to subjects such as sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), AIDS-related complex (ARC) and human immunodeficiency virus (HIV), behavioral or mental health services, and treatment for alcohol or drug abuse or addiction. I understand that I may have access to or receive an accounting of the information to be used or disclosed as provided in 45 C.F.R. Sec. 164.524 et seq. I further understand that authorizing the disclosure of this health information is voluntary and 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. I authorize my agent to execute any and all releases or other documents that may be necessary in order to obtain disclosure of my patient records and other medical information subject to and protected by HIPAA.
9. **To Deal With Tax Matters.** To represent me in all tax matters; to deal with tax authorities, to execute, sign and file on my behalf any and all federal, state, local and foreign income, gift, payroll and other tax returns, including estimated returns and interest, dividends, gains and transfer returns, for all periods; to pay any taxes, penalties and interest due thereon; to allocate generation skipping transfer tax exemptions (within the meaning of Section 2642(a) of the Internal Revenue Code) and to make tax elections; to represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney and Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my agent if so qualified) to represent me before any office of the Internal Revenue Service or any state, local or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years; to receive from or inspect confidential information in any office of the Internal Revenue Service or state, local or foreign tax authority; to receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of federal, state, local or foreign taxes, penalties and interest; to pay by check drawn on any bank account of mine or of any revocable trust of mine and have accounts to permit my agent to draw checks for payment of said items; to execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund; to execute any requests for extension of time and consents extending the statutory period for assessment or collection of such taxes; to execute petitions contesting taxes; to establish new residency and domicile; to execute offers in compromise and closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code or any federal, state, local or foreign tax statutes or regulations; to delegate authority or to substitute another representative for any one previously appointed by me or my agent; and to receive copies of all notices and other written communications involving my federal, state, local or foreign taxes at such address as my agent may designate.
10. **To Have Access To Safe Deposit Boxes.** To enter any safe deposit box which I may have leased; to add property to the box or take property from the box, and to surrender possession of the box and terminate the lease.
11. **To Receive Mail.** To enter any mail box which I shall have hired, whether at a United States Post Office or elsewhere, and to surrender the box and terminate the lease at his/her discretion; to sign for any certified or registered mail directed to me, and to execute any order required to forward mail to any location selected by my Agent.
12. **To Change My Domicile.** To do all things necessary to change my legal domicile.
13. **To Effect My Resignation As a Member, Officer or Fiduciary.** To effect my resignation as a member or officer of any organization or entity, or as a trustee, executor, personal representative, or other fiduciary of an estate or trust, however denominated.
14. **To Do All Necessary Things.** To do, take, and perform all and every act and thing whatsoever requisite, prior, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the right and powers herein granted.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my Agent. In addition to the powers granted under this instrument, I also hereby incorporate by reference all those powers allowable by the laws of the Commonwealth of Pennsylvania as set forth under Title 20, Chapter 56 of the Pennsylvania Probate Estates and Fiduciaries Code.

1. **Power Not Affected By Time.** This power of attorney shall not expire or become stale upon the passage of time but is intended to continue in force until revoked by me. If a guardian or conservator should be appointed with authority to deal with my property, the power granted to my Agent under this instrument shall terminate. If, without actual knowledge of my death or any other circumstance which would revoke this power of attorney my Agent enters into a transaction on my behalf which would have been binding upon me except for my death or other circumstance but before my Agent has actual notice of such death or any other circumstance, then I or my estate will carry out the terms of the transaction in the same manner as if this power of attorney had not been terminated.
2. **Counterparts and Copies Valid.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.
3. **Pennsylvania Law To Govern.** This power of attorney is to be construed according to the laws of the Commonwealth of Pennsylvania.
4. **Power to Execute Further Powers of Attorney.** My Agent shall have the power to execute further powers of attorney appointing my Agent or some other person.
5. **Third Party Relying Upon Power of Attorney.** Any person, firm, or corporation shall be entirely protected in relying upon this power of attorney or any action taken by my Agent pursuant to this power of attorney, and I, or my estate in the event of my death, shall hold harmless any such person, firm, or corporation so relying upon this power of attorney or any action taken by my Agent pursuant to this power of attorney. I authorize my Agent to bring suit against any person, firm, or corporation which refuses to accept this power of attorney.
6. **Compensation and Indemnification of My Agent.** If my Agent shall be subject to any legal claim arising out of anything done or not done in accordance with this durable power of attorney, my Agent shall be entitled to indemnify himself or herself from my assets, except in the event of his gross negligence or criminal misconduct. My Agent shall not be held liable to any person for any action taken or not taken under this instrument, except in the event of his gross negligence or criminal misconduct. If my Agent shall take any action under this power of attorney after the power of attorney has been terminated, but without knowledge of such termination, my Agent shall not be liable to me or my estate, and shall be indemnified from liability by me or my estate.
7. **Grant of Power of Attorney is Revocable.** I reserve the right at any time to revoke this power of attorney. Such revocation shall only be valid if I deliver notice of the revocation to my Agent in writing.
8. **Legal Effect of Agent’s Actions** – An act performed by an Agent pursuant to this power of attorney has the same effect and inures to the benefit of and binds the principal and the principal’s successors in interest as if the principal had performed the act.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**{pname} - Principal**

Witness

Witness

Commonwealth of Pennsylvania )

) ss.

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

I certify that on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, **{pname}** personally came before me and acknowledged under oath, to my satisfaction, that s/he:

(a) is named in and personally signed the attached document; and

(b) signed, sealed and delivered this document as his/her act and deed.

Notary Public

My commission expires

**ACKNOWLEDGMENT**

I, **{a1name}** have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that when I act as agent:

I shall act in accordance with the principal’s reasonable expectations to the extent actually known by me and, otherwise, in the principal’s best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

DATE:

{a1name}

Agent

COMMONWEALTH OF PENNSYLVANIA    )  
                                                     ) ss:  
COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )  
  
On this, the\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, before me a notary public, the undersigned officer, personally appeared {a1name} known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.  
  
In witness hereof, I hereunto set my hand and official seal.

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

Notary Public

Durable

Health Care Power of Attorney

of

{pname}

*Prepared By: {atty}*

**Durable Health Care Power of Attorney and Living Will**

I, **{pname}** as Patient (hereinafter referred to as "Patient") do appoint **{hca1name}** to serve as my Health Care Surrogate (hereinafter referred to as "Health Care Surrogate") if, and only if, I become unable to make or communicate treatment decisions on my own behalf due to mental or physical disability. If **{hca1name}** shall be unavailable or unwilling to act as my Health Care Surrogate, I appoint **{hca2name}** to act in that capacity.

**Health Care Power of Attorney**

1. **Supervision of my care**
2. Care Manager – My Health Care Surrogate is authorized to employ a care manager to supervise and monitor my care upon such terms and conditions as my Health Care Surrogate deems appropriate.
3. Companion – My Health Care Surrogate is authorized to provide for a companion for me upon such terms and conditions as my Health Care Surrogate deems appropriate.
4. **Access to medical records**
5. Authorization to Health Care Surrogate – My Health Care Surrogate shall be authorized to have complete access to my medical and hospital records and to execute any releases that may be required in order to obtain such records. I intend for my representative to be treated as I would be treated concerning rights regarding use and disclosure of my medical information. This release applies to any information governed by the Health Insurance Portability and Accountability Act of 1996. 42 U.S.C. § 1320d and 45 C.F.R. 160-164.
6. Authorization to Health Care Providers – I hereby authorize all physicians and psychiatrists who have treated me and all other providers of health care, including hospitals, to release to my Health Care Surrogate all information and photocopies of any records which my Health Care Surrogate may request. I intend for my representative to be treated as I would be treated concerning rights regarding use and disclosure of my medical information. This release applies to any information governed by the Health Insurance Portability and Accountability Act of 1996. 42 U.S.C. § 1320d and 45 C.F.R. 160-164.
7. **Employ or discharge health care personnel.** My Health Care Surrogate shall be authorized to employ or discharge medical personnel including physicians, psychiatrists, dentists, nurses and therapists as my Health Care Surrogate shall deem necessary for my physical, mental and emotional well-being and to pay them reasonable compensation.
8. **ACUTE AND LONG-TERM CARE** – My Health Care Surrogate shall be authorized to arrange for my admission to a hospital, personal care home, continuing care retirement community, nursing home or hospice, or to arrange for in home care. My Health Care Surrogate shall further be authorized to take whatever steps are necessary or advisable to enable me to remain in my personal residence for as long as it is reasonable under the circumstances.
9. **Power to give or withhold consent to psychiatric treatment** My Health Care Surrogate shall be authorized to arrange (upon execution of certificates by two independent psychiatrists who have examined me and who agree that I am in immediate need of hospitalization because of mental disorder, alcoholism, or drug abuse) for my admission to an appropriate hospital or institution for treatment.
10. **Power to authorize relief from pain -** To arrange for the administration of pain-relieving drugs of any kind or surgical or medical procedures calculated to relieve my pain.
11. **Power to grant releases -** My Health Care Surrogate shall be authorized to grant to hospital staff, physicians, nurses and other medical and hospital administrative personnel releases from all liability for damages suffered or to be suffered by me.
12. **Power to nominate conservator or guardian -**  To nominate and/or petition for the appointment of a conservator or guardian for me. It is my preference that my Health Care Surrogate be appointed my conservator or guardian if such an appointment is necessary.
13. **Visitation -** To make decisions concerning my visitation, subject to physician orders and to the policies of any institution to which I am admitted.

#### Advance Directives (Living Will)

1. **Directive -** If there is no reasonable hope of my recovery or my regaining a meaningful quality of life, then I direct that "Life-Sustaining Treatment" be withheld or withdrawn from me in each of the following circumstances:
2. If I have an end-stage medical condition (which will result in my death, despite the introduction or continuation of medical treatment) or am permanently unconscious such as in an irreversible coma or an irreversible vegetative state, and there is no realistic hope of significant recovery; or
3. If I should suffer from severe and irreversible brain damage or brain disease which has made me unable to recognize or interact with other people and from which my doctors believe there is no realistic hope of significant recovery

I direct the administration of pain-relieving drugs even if they may hasten my death.

1. **DefinitionS** - "Life-Sustaining Treatment" means the use of any medical device or procedure, drugs, surgery, or therapy that uses mechanical or other artificial means to sustain, restore, or supplant a vital body function and thereby increases the expected life span of a patient.

Forms of Treatment –

The following forms of treatment are considered by me to be life-sustaining treatment:

* 1. Cardiac resuscitation;
  2. Mechanical respiration;
  3. Blood or blood products transfusion;
  4. Any form of surgery or invasive diagnostic tests;
  5. Kidney dialysis;
  6. Antibiotics;
  7. Chemotherapy;
  8. Any other form of life-sustaining treatment.

Fluids and Nutrition – Unless specifically directed otherwise by my Health Care Surrogate, I direct that I not be given artificially provided fluids and nutrition, such as by feeding tube or intravenous infusion.

1. **Do not resuscitate -** My Health Care Surrogate is authorized to request, require or consent to the writing of a "No-Code" or "Do Not Resuscitate" order by any attending physician.
2. **Conflict -** If my Health Care Surrogate disagrees with my physicians concerning where there is reasonable hope of my recovery or regaining a meaningful quality of life, or if there is a conflict between the directions in this instrument and the instructions given by my Health Care Surrogate, the instructions given by my Health Care Surrogate shall control.
3. **Consideration and conviction -** This statement is made after careful consideration and is in accordance with my strong convic­tions and beliefs. I want the wishes and directions herein expressed carried out to the fullest extent.

#### General Provisions

1. **Duration -** This instrument shall remain in full force and effect as long as I may live and shall not be affected by any disability or physical incapacity.
2. **Release of agent’s personal liability -** My Health Care Surrogate, acting as my Agent or otherwise, shall not incur any personal liability to me or my estate for making reasonable choices in good faith concerning the action authorized in this document.

I, **{pname}** sign my name to this instrument, and, being first duly sworn, do hereby declare that I sign and execute this instrument willing­ly, that I execute it as my free and voluntary act for the purposes herein expressed, and that I am 18 years of age or older, of sound mind and under no duress or influence.

In witness whereof I have executed this Health Care Power of Attorney and Living Will on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**{pname} – Principal**

Witness

Witness

Commonwealth of Pennsylvania )

) ss.

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

I certify that on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, {pname} personally came before me and acknowledged under oath, to my satisfaction, that s/he:

(a) is named in and personally signed the attached document; and

(b) signed, sealed and delivered this document as his/her act and deed.

Notary Public

My commission expires