

Springing Durable Power of attorney for finance *and* healthcare.

This durable power of attorney document is included as an *example* of a broad type of durable power of attorney that a lawyer might prepare for you. It includes health care power of attorney, financial matters (everything non healthcare), nominates a guardian should one ever be required. It also includes HIPAA authorization to share health information with the named attorney-in-fact. It is not a statutory form and should not be used directly.

In this example, one person is appointed as attorney-in-fact for all aspects of your well-being, financial as well as healthcare.

These powers are effective when you become disabled or incapacitated.

**DURABLE POWER OF ATTORNEY AND
DESIGNATION OF GUARDIAN**

I, _____, of _____ County, Oklahoma, do hereby execute this Durable Power of Attorney pursuant to the Uniform Durable Power of Attorney Act, Title 58 Oklahoma Statutes Sections 1071 through and including 1077, with the intention that the attorney-in-fact hereinafter named shall be authorized to act in my place in all matters for my use and benefit.

ARTICLE 1

DESIGNATION OF ATTORNEY-IN-FACT

1.1 I constitute and appoint my _____, _____, to be my attorney-in-fact to act for me, in my name, in all matters, and in my place regarding all decisions.

1.2 In the event that _____ is unable or unwilling to serve as my attorney-in-fact or to continue to serve as such, I constitute and appoint my _____, _____, as my successor attorney-in-fact.

ARTICLE 2

EFFECTIVE DATE OF POWER OF ATTORNEY

2.1 This power of attorney shall become effective upon the disability or incapacity of the Principal. This Durable Power of Attorney shall not be effective until then.

2.2 In lieu of judicial determination of my disability or incapacity, I shall be presumed to be disabled or incapacitated and this Durable Power of Attorney shall become effective upon presentation of a written statement to that effect from my current regular physician, _____, or two physicians selected by my attorney-in-fact. This statement or statements will be attached to this Durable Power of Attorney once I am deemed disabled or incapacitated.

2.3 Any person, organization, or entity to whom a statement referred to in Section 2.2 is presented may rely on such statement as evidencing my continuing disability or incapacity, until otherwise personally notified in writing by me or the physician(s) making such statement.

2.4 This Durable Power of Attorney is executed under the provisions of Title 58, Oklahoma Statutes, Sections 1071-1077 and shall be valid and binding upon me once it becomes effective until revoked or terminated by my death or cessation of my disability or incapacity.

2.5 Once this Durable Power of Attorney becomes effective, in lieu of judicial determination of the cessation of my disability or incapacity, I shall be presumed to be restored to capacity upon presentation of a written statement to that effect from a physician selected by me.

ARTICLE 3

POWERS

3.1 Except as limited by Section 3.2, 3.12, and 3.17 below, my attorney-in-fact shall have all the powers, discretions, elections, and authorities granted by statute, common law, and under any rule of court. In addition thereto, and not in limitation thereof, my attorney-in-fact shall have the powers set forth below.

3.2 My attorney-in-fact may open, maintain, and close checking, savings, or brokerage accounts in any bank, savings and loan association, credit union, investment firm, or similar institutions and may receive, endorse, and deposit negotiable instruments made or drawn to my order. My attorney-in-fact may issue, receive, or endorse with my name checks, drafts, and orders for the payment of money to or from any account of mine (including those payable to my attorney-in-fact) and may agree to sign in my name any authority, signature card, or other document related to those accounts. My attorney-in-fact shall have the power to pay any and all bills, accounts, claims, and demands now due by me (including those to my attorney-in-fact) or becoming due by me subsequent to the execution of this Durable Power of Attorney. My attorney-in-fact shall not commingle my assets with the assets of my attorney-in-fact. Additionally, my attorney-in-fact shall not use my assets to benefit my attorney-in-fact.

3.3 My attorney-in-fact may collect and receive, with or without the institution of suit or other legal process, all debts, monies, gifts, objects, interest, dividends, annuities, and demands that now are due or may hereafter become due, owing, or otherwise payable or belonging to me. My attorney-in-fact may use and take all lawful actions in my name or otherwise to recover the same and to compromise the same.

3.4 My attorney-in-fact shall have the powers to hold, invest, reinvest, and otherwise deal with and manage all property either real or personal, in which I have any interest. This includes the power to sell, convey, lease, exchange, mortgage, pledge, release, hypothecate, or otherwise deal with, dispose of, exchange, or encumber any of my property, including my homestead, for any term irrespective of the duration of the Durable Power of Attorney and to convey or transfer any property owned by me, including but not limited to any real property or any interest in real property, at the prices and upon the terms and conditions and in the manner as my attorney-in-fact shall determine. My attorney-in-fact may enter into possession of real property; improve or develop real property; construct, alter, or repair buildings or structures; settle boundary lines; grant easements and other rights; partition and join with co-owners and others in dealing with real property; and enter into, renew, extend, or renegotiate leases.

3.5 My attorney-in-fact may appear on my behalf in any litigation in which I am or may become a party during the duration of this Durable Power of Attorney. My attorney-in-fact may maintain or defend any claim or controversy involving me or my property and do so without the joinder or consent of any other person.

3.6 My attorney-in-fact may give discharges, releases, consents, and receipts on my behalf. My attorney-in-fact may disclaim any property or interest in property otherwise receivable by me, regardless of the source of the property.

3.7 My attorney-in-fact shall have the power to execute, seal, acknowledge, and deliver any instruments, documents, or papers deemed necessary, advisable, or expedient with respect to any property or necessary to carry out all powers and responsibilities of my attorney-in-fact.

3.8 My attorney-in-fact shall have the power to vote, transfer, or surrender any securities which I may own. In connection therewith, my attorney-in-fact may execute in my name or on my behalf any stock power or other instrument in order to effect any such vote, transfer, or surrender.

3.9 My attorney-in-fact shall have the power to enter into or renew any agency or custodian agreement with any bank or trust company at my expense for the investment or safekeeping of any property. This shall include the power to revoke any agency or custodian agreement, whether the agreement is entered into by me, by my attorney-in-fact, or by any other person.

3.10 My attorney-in-fact shall have the power to lease, maintain, and close safe-deposit boxes in any banking or other institution and shall have unrestricted access to and the right to enter into

any safe-deposit box, vault, storage warehouse, or other depository that I may own, that may be registered in my name, or in which any property may be held for me without anyone else being present. This power includes the power to have the box drilled in the event the key cannot be found after a diligent search has been made as determined by my attorney-in-fact.

3.11 My attorney-in-fact may retain without liability for depreciation or loss any investments originally owned by me or acquired on my behalf by my attorney-in-fact and invest and reinvest all or any part of my property in real property or any interest in real property; certificates of deposit or other interest-bearing financial accounts or investments; stocks (both preferred and common), bonds, notes, and other obligations of corporations; shares in real estate trusts; mutual funds; and in any other kind of property, including, but not limited to, United States Treasury Bills, Notes, Bonds, and other obligations of the United States Government.

3.12 My attorney-in-fact shall not loan or borrow money in my name and shall not issue promissory notes payable by me or secure their payment by mortgaging or pledging any part of my property.

3.13 My attorney-in-fact shall have the power to prepare, execute, and file any and all federal, state, local, or other tax returns, claims for refunds, or declarations of estimated tax. This power shall include the power to represent me (directly or through attorneys, accountants, or other agents) in any matter before the Internal Revenue Service or any other federal, state, or local agency. In connection with such representation, my attorney-in-fact may execute consents extending the statutory period for the assessment or collection of taxes; may pay all taxes and interest thereon which I may properly owe or which may be assessed against me; may contest the validity of any proposed assessment; and may compromise the same. It is my intention that these tax powers be valid for all tax years and for all types of tax, but I understand that the Internal Revenue Service requires specific years to be set forth for a valid durable power of attorney. Therefore, I specifically authorize my attorney-in-fact to deal with all tax years from 1989 until 2049 and all tax forms including but not limited to 1040, 2838, and 709.

3.14 My attorney-in-fact may sell, convey, lease, contract, and otherwise deal with any oil, gas, or other mineral interests of any kind whatsoever and wherever situated, which I may own or which I may acquire in the future. This power shall include, but shall not be limited to, the power to execute oil, gas, or other mineral or royalty deeds, leases, transfer and division orders, joint operating agreements, unitization agreements, gas sales contracts, or other instruments of

any kind that may be desirable or necessary in the conduct of any ongoing or future oil and gas business transactions.

3.15 My attorney-in-fact shall have the power to care for my person with full and complete authority to make any applicable decisions for my proper care and custody, including the power:

- (a) to select appropriate living quarters for me;
- (b) to hire and fire such household help, nursing services, and practical and/or registered nurses as my attorney-in-fact determines to be in my best interests;
- (c) to provide clothing, transportation, medicine, food, and incidentals for my care;
- (d) to make all arrangements, contractual or otherwise, for me concerning medical care on my behalf, including the right to give or withhold consent to or approval for the performance of any type of medical procedure or examination, including but not limited to medication of any type, surgical procedures, medical examinations, physical or psychological testing and therapy, and the right to arrange for and consent to hospitalization, convalescent care, hospice, or home care;
- (e) to execute all necessary documents in connection with any past, present, or future stay in or admission to any hospital and/or nursing care facility, including releases, waivers, and hospital insurance and Medicare claims;
- (f) to request, receive, and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any release or other documents that may be required in order to obtain such information and to disclose such information to such persons, organizations, firms, or corporations as my attorney-in-fact shall deem appropriate; and
- (g) to waive any doctor/patient privilege;

provided, however, if I have executed or execute in the future an Advance Directive for Health Care, such Advance Directive shall control to the extent contrary to this Durable Power.

3.16 My attorney-in-fact shall have the power to apply to any all federal, state, or county government agencies on my behalf for any benefits to which I may be entitled for any reason whatsoever. Such power shall include, but not be limited to, the submission of any necessary

documentation or information to support any application and the appeal of any decision of such government agency adverse to my interests.

3.17 My attorney-in-fact shall not have the power to make gifts of any of my assets to any individuals or charities.

3.18 My attorney-in-fact shall have the power to employ brokers, agents, investment counsel, custodians, accountants, and attorneys and to deal with, hold, or invest any part of my property in common or undivided interests with any person or entity regardless of the relationship between my attorney-in-fact and that person or entity.

3.19 My attorney-in-fact shall have the power to continue to operate, either solely or in conjunction with others, any business operation or enterprise of any nature in which I may be interested at any time this Durable Power becomes effective, for so long a time and in such manner as my attorney-in-fact may deem proper and in my best interests with full power to incorporate such business or to execute or join in any plan of refinancing, merger, consolidation, or reorganization of such business and with full power to borrow such monies as may be deemed advisable for the purpose thereof and with authority to hire employees and charge their compensation as an operating expense of the business; it being my intention that my attorney-in-fact shall, in my attorney-in-fact's discretion, be able to manage and operate such business exactly as I could do.

3.20 My attorney-in-fact shall have the power to act for me with respect to elections or options available to me in any retirement plan or arrangements in which I have an interest, including, without limitation, defined benefit and defined contribution plans as defined under the IRC, all types of individual retirement accounts, simplified employee pension plans, Keogh plans, IRC Section 403(a) annuity plans, IRC Section 403(b) annuities, IRC Section 401(k) plans, and eligible state deferred compensation plans governed under IRC Section 457.

3.21 My attorney-in-fact may act in all matters with respect to all powers described herein as freely, fully, and effectively as I could or might do personally if present and of sound and disposing mind.

ARTICLE 4

RATIFICATION, USE OF PHOTOCOPY, AND REVOCATION OF PRIOR POWERS

4.1 I hereby ratify, allow, acknowledge, and hold firm and valid all acts hereafter taken by my attorney-in-fact by virtue of these presents.

4.2 I hereby authorize the use of a photocopy of this Durable Power of Attorney in lieu of the original copy executed by me for the purpose of effectuating the terms and provisions hereof.

4.3 I hereby revoke, annul, and cancel any and all general and durable powers of attorney previously executed by me, if any, and the same shall be of no further force or effect. However, I do not intend in any way in this instrument to affect, modify, or terminate any special, restricted, or limited power or powers of attorney I previously may have granted in connection with any banking, borrowing, or commercial transaction.

ARTICLE 5

DESIGNATION OF GUARDIAN

5.1 I request that no guardianship proceeding for my property or my person be instituted in the event of my disability or incapacity; it being my intention that this Durable Power of Attorney permit my attorney-in-fact to act on my behalf.

5.2 In the event that it becomes necessary for any court to appoint a guardian for my property or my person, I, being of sound mind and not acting under any duress, menace, fraud, or other undue influence do hereby nominate my _____, whose name is _____, who resides in (city) _____, (state) _____ to serve as the guardian of my property, my person, or both. In the event that _____ fails for any reason to qualify or continue as such, I nominate my _____, who resides in (city) _____, (state) _____ to be my successor guardian of my property, my person, or both. Any guardian who at any time shall be appointed by any court pursuant to my directions in this Article shall be excused from the necessity of giving bond.

ARTICLE 6

HEALTHCARE INSURANCE PORTABILITY AND

ACCOUNTABILITY ACT OF 1996

6.1 The Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C § 1320(d) and 45 C.F.R. §§ 160, 164, sets forth specific requirements under certain circumstances for the use and disclosure of my individually identifiable health information and other medical records. I give my attorney-in-fact the authority to be treated as I would be treated with respect to my rights regarding the use and disclosure of my individually identifiable health information and other medical records under HIPAA. This includes past, present, and/or future records including all information relating to the diagnosis and treatment of any illnesses. The authority

of my attorney-in-fact supersedes any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given to my attorney-in-fact has no expiration date and shall expire only in the event that I revoke this authority in writing and deliver it to my health care provider. This shall not be a springing power, but shall rather be a regular immediate durable power, which will operate now and shall survive my disability. If this power of attorney is conditioned upon a health care provider familiar with my condition stating in writing that I am unable to manage my affairs, I give authority to my nominated attorney-in-fact to obtain that written information and authorize my health care provider to provide that written information.

6.2 Additionally, by signing this document, I authorize all health care facilities, including but not limited to hospitals, doctors' offices, psychiatric institutions, and other facilities from which I may seek medical care, to grant information to my attorney-in-fact pursuant to HIPAA. I waive all HIPAA privacy laws so long as the information is provided by said health care facilities to my attorney-in-fact. I release all said health care facilities, their agents, and their employees from any liability in connection with the use or disclosure of the protected health information. The entity authorized to disclose the information will not be compensated by my attorney-in-fact for such disclosure; although, normal applicable fees, such as copy fees may apply. Information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and no longer protected by federal law. However, the recipient may be prohibited from disclosing substance abuse information under the Federal Substance Abuse Confidentiality Requirements. My attorney-in-fact has the right to inspect the health information to be released, unless prohibited by law, and my attorney-in-fact may refuse to sign any medical authorization. Unless the purpose of this authorization is to determine payment of a claim for benefits, the requesting entity will not condition the provision of treatment, payment, enrollment in a health plan, or eligibility for benefits on obtaining this authorization.

WITNESS my hand this _____ day of _____, 20____.

Name: _____
(signature)

Residence: _____, Oklahoma, _____ County
(city)

Insert Initials _____

The principal is personally known to me and I believe the principal to be of sound mind. I am eighteen (18) years of age or older. I am not related to the principle by blood or marriage, or related to the attorney-in-fact by blood or marriage. The principal has declared to me that this instrument is the principal's power of attorney granting to the named attorney-in-fact the power and authority specified herein, and that the principal has willingly made and executed it as the principal's free and voluntary act for the purpose herein expressed.

WITNESS

WITNESS

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____ (principal), _____ (witness), and _____ (witness), whose names are subscribed to the foregoing instrument in their respective capacities, and all of said persons being by me duly sworn, the principal declared and acknowledged to me and the said witnesses in my presence that the instrument is the principal's power of attorney, and that the principal has willingly and voluntarily made and executed it as the free act and deed of the principal for the purposes therein expressed; and the witnesses declared to me that they were each eighteen (years) of age or over, and that neither of them is related to the principal by blood or marriage, or related to the attorney-in-fact by blood or marriage.

Notary Public

My Commission Expires:

(S E A L)

Commission No. _____

Insert Initials _____