

APPOINTMENT OF HEALTH CARE REPRESENTATIVE

I Appointment of Primary Health Care Representative

Know all people by these presents, that I, XXX _____, residing at _____, a citizen of the United States of America, as Principal, do make, constitute and appoint YYY _____, residing at _____, to act as the true and lawful health care representative for me in my name, place and stead for the following uses and purposes. Should YYY _____ predecease me or be unwilling or unable to act, or cease to act as my Health Care Representative, I hereby appoint ZZZ _____, residing at _____, as my substitute Health Care Representative. In the event that as a result of any illness, injury, disease and/or condition or conditions, I become incapable of making an informed decision with respect to the course of treatment prescribed by any physician, then and in that event, my Health Care Representative is to make all decisions concerning my medical care.

II Powers Granted to My Health Care Representative

It is my intent that my Health Care Representative shall have all authority with respect to my medical treatment, including but not limited to, the selection of treating physicians and other medical personnel and health care facilities for any and all purposes, including but not limited to, any and all decisions pertaining to the withdrawal and withholding of treatment. The powers granted herein shall include, but not be limited to:

A) Employ and Discharge Health Care Personnel: The employment and discharge of medical personnel including physicians, psychiatrists, dentists, nurses and therapists as my Health Care Representative shall deem necessary for my physical, mental and emotional well being, and to pay them or cause to be paid to them reasonable compensation

B) Gain Access to Medical Records and Other Personal Information: To request, receive and review any information, verbal or written, regarding my physical or mental health, including medical and hospital records, and to execute any releases 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 Health Care Representative shall deem appropriate.

C) Authorize Relief from Pain: To consent to and arrange for the administration of pain relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain relief therapies which my agent believes may be helpful, even though such drugs or procedures may lead to permanent physical damage, addiction or hasten the moment of (but not intentionally cause) my death.

D) Grant Releases: To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by my agent or who render written opinions to my agent in connection with any matter described in this Article from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a “Refusal to Treatment” and “Leaving Hospital Against Medical Advice” as well as any necessary waivers of or releases from liability required

by a hospital or physician to implement my wishes regarding medical treatment or non-treatment.

E) Provide for My Residence: To make all necessary arrangements for me at any hospital, hospice, nursing home, convalescent home or similar establishment and to assure that all my essential needs are provided for at such a facility.

F) Provide for Companionship: To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

G) Make Advance Funeral Arrangements: To make advance arrangements of my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Health Care Representative shall deem appropriate, if I have not already done so myself.

H) Coordination with Advance Directive for Health Care: To give or withhold consent to any medical procedures, tests or treatment in accordance with the provisions of my Advance Directive for Health Care executed by me simultaneously herewith.

III Nomination of Representative as Guardian

To the extent that I am permitted by law to do so, I hereby nominate my Health Care Representative to serve as my guardian, conservator or in any similar representative capacity, and if I am not permitted by law to so nominate, then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator or similar representative for me, give the greatest possible weight to this request.

IV Permission to Legally Enforce

I hereby authorize my Health Care Representative to seek on my behalf and at my expense:

- A) A declaratory judgment from any court of competent jurisdiction interpreting the validity of this document or any of the acts authorized by this document, but such declaratory judgment shall not be necessary in order for my Health Care Representative to perform any act authorized by this document; or
- B) A mandatory injunction requiring compliance with my Health Care Representative's instructions by any person obligated to comply with instructions so given; or
- C) Actual and punitive damages against any person obligated to comply with instructions given by my Health Care Representative who negligently or willfully fails or refuses to follow such instructions.

V Reimbursement of Costs

My Health Care Representative shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid on my behalf under any provision of this document but my Health Care Representative shall not be entitled to compensation for services rendered hereunder. My Health Care Representative shall render bills for all costs incurred in the exercise of the powers granted in this document to the individual then serving under my Durable Power of Attorney for Property or to any person responsible for the payment of my debts.

VI Third Party Reliance

Third parties may rely upon the representations of my Health Care Representative as designated herein as to all matters relating to any power granted to him or her, and no person who may act in reliance upon the representations of my Health Care Representative shall incur any liability to me, my estate or to the Health Care Representative as a result of permitting him or her to exercise any power as set forth herein. Any third party may rely on a duly executed counterpart of this document or a copy certified by an attorney at law of the State of New Jersey to be a true copy of the original hereof, as fully and completely as if such third party had received the original of this document.

VII Disability of Principal

The power to exercise the authority herein conferred shall not be affected by disability of the principal. Pursuant to N.J.S.A. 42:2B-B, a principal shall be under a disability if he or she is unable to manage his or her property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance.

VIII HIPAA Provisions

I intend for my Health Care Representative to be treated as I would be with respect to my rights regarding the use and disclosure of my 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 (a/k/a HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize:

1) 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 me or that has paid for or is seeking payment from me for such services.

2) To give, disclose and release to my Health Care Representative, without restriction, all of my 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 my Health Care Representative shall supersede 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. The authority given my Health Care Representative has no expiration date and shall expire only if I revoke the authority in writing and deliver it to my health care provider.

IX Construction Should legislation or regulations be enacted after the execution of this Appointment of Health Care Representative, then this document shall, to the extent necessary to make it valid and enforceable, be interpreted so as to comply with such future legislation or regulations in the manner which most closely approximates my wishes.

- 1) The titles and captions contained in this article are for convenience only and should not be read to affect the meaning of any provision.
- 2) Should any provision in this document be declared invalid or unenforceable, the

remaining provisions shall not be affected so long as they can be applied in a manner to carry out my wishes as set forth herein.

3) This document is executed in New Jersey and should be interpreted in accordance with the laws of New Jersey. I recognize, however, that I may be ill in another state whose laws may differ from the laws of New Jersey. In such event, I direct and request that the laws of New Jersey apply to the extent possible. Where this is not possible, I direct that the laws of such other state be interpreted as closely as possible to conform with my wishes.

IN WITNESS WHEREOF, I have executed this instrument as my free and voluntary act and deed this _____ day of _____, 2015.

XXX

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.:

I, XXX_____, sign my name to this instrument this _____ day of _____, 2015, and being first duly sworn do hereby declare to the undersigned authority that I sign and execute this instrument willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

XXX
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Witness Statement.

Signed, sealed, published and declared by the said XXX_____ in the presence of the undersigned, who at his or her request, in his or her presence, and in the presence of each other, all being present at the time, have hereunto subscribed our names as witnesses after the said XXX_____ had signed the same date last above written. We, the witnesses, being first duly sworn do each hereby declare to the undersigned authority that the said XXX_____ signed and executed this instrument and that he or she signs it willingly and that each of us states that in the presence and hearing of the said XXX_____, he or she hereby signs this instrument as witness to XXX_____ signing and that to the best of our knowledge he or she is eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Witness Name (print)

Witness Signature

Witness Address

Witness Name (print)

Witness Signature

Witness Address

