

**DURABLE POWER OF ATTORNEY FOR HEALTH CARE**  
**OF \_\_\_\_\_**

**1. ESTABLISHMENT AND APPOINTMENT OF HEALTH CARE AGENT**

I, \_\_\_\_\_ (name), a resident of the State of Missouri, hereby appoint my \_\_\_\_\_ (relationship), \_\_\_\_\_ (name), as my attorney-in-fact (referred to in this document as my "Health Care Agent") to make health care decisions for me according to the principles and directives set forth in this document.

**2. EFFECTIVE DATE AND DURABILITY**

I expect to make my own health care decisions as long as I have the capacity to do so. I intend to create a durable power of attorney effective only when I am incapacitated as certified in writing by [check one:] \_\_\_ one (1) licensed physician or \_\_\_ two (2) licensed physicians. The powers and duties of my Health Care Agent shall cease upon certification by a licensed physician that I am no longer incapacitated. "Incapacitated" in this document means that I am unable by reason of any physical or mental condition to receive and evaluate information or communicate decisions to such an extent that I lack capacity to meet essential requirements for food, water, clothing, shelter, safety or other care such that serious physical injury, illness or disease is likely to occur.

**3. GENERAL PRINCIPLES FOR MY HEALTH CARE**

(a) I direct that, should I become incapacitated as defined above, my Health Care Agent shall ensure that I receive the ordinary means of preserving life that all people, whether impaired or not, must have to stay alive. Such ordinary means include warmth, cleanliness, shifting of bodily position when bedridden, normal and assisted nutrition, and normal and assisted hydration. When I am unable to swallow for any reason, medically-assisted provision of nutrition and hydration (food and water) shall continue to be part of my treatment. My Health Care Agent may direct a health care provider to withhold or withdraw any of the ordinary means of preserving life mentioned above only if, in the medical judgment of the attending physician, I cannot tolerate it.

(b) If I have a condition that cannot be cured, I direct my Health Care Agent to reject anyone's assumption or opinion that life is "futile" and thus it is permissible to refuse or cease to provide treatment for that or any other condition I may have. I am not disqualified to receive care because a condition I may have (e.g., diabetes) is incurable.

(c) I direct my Health Care Agent to reject anyone's assumption or opinion that I lack sufficient "dignity" to continue to live because I am dependent on others to meet my basic bodily needs. My dignity as a human being does not depend on freedom from impairment. I will not gain any greater dignity by being turned into a corpse.

(d) I direct my Health Care Agent to reject anyone's assumption or opinion that I lack sufficient "quality of life" to continue to live because I am in pain, unconscious, or enduring any other deprivation of enjoyment of life. The quality of my life will not be improved by making me die prematurely. A dead person has zero "quality of life."

(e) I direct my Health Care Agent to refuse any proposed treatment that is intended to accelerate death. No one may choose a course of action or inaction with the intent to cause death. However, my Health Care Agent may choose measures for pain control or other benefits that *primarily achieve a legitimate goal* such as pain control but also may have an unintentional secondary effect of weakening the bodily defenses that stave off my death. It is acceptable to consent to measures that may allow death to come sooner than otherwise so long as accelerating death is not an intended goal. People who are hurting find solace and comfort in the presence of other caring people and with God, and also in focusing prayers on other people's burdens. Preserving a certain amount of awareness at the cost of some pain for these purposes may be more useful and soothing for me than to receive maximum pain relief without regard to consciousness.

#### 4. DUTIES OF MY HEALTH CARE AGENT

(a) Whenever I am to be admitted to a health-care institution, my Health Care Agent shall ensure that a copy of this Durable Power of Attorney for Health Care is given to the admitting staff with directions to make it a part of my record. This document is not a "living will," but it does contain advance directives of which the medical staff needs to be put on notice so that they may comply.

(b) At such time as my Health Care Agent is called upon to make decisions about treatment or non-treatment for me, then he or she should take the following steps:

(i) Obtain adequate information on my current condition (diagnosis), and the probable progression of the condition (prognosis) under the available treatments and the option of non-treatment (except for comfort care).

(ii) Obtain information as possible on what exactly the treatment is expected to accomplish, e.g., keep me from starving to death, reduce fever, destroy cancer cells, etc.

(iii) Obtain information on what side effects to expect from the proposed treatment, such as the risks to life or other harm, any burdens of pain, impairment of bodily or mental functions, and (if available) a forecast of the monetary costs that are not covered by insurance or a government program (e.g., Medicare).

(iv) Obtain from health care providers their records concerning past treatments and instances of conditions not treated when such records will throw light on my current health conditions. I direct health care providers to cooperate with records requests received from my Agent, subject to my Agent's submitting the privacy waiver materials and fees required under the then-current regulations in force under the federal Health Insurance Portability and Accountability Act (HIPAA) and applicable state laws.

(c) After reviewing the information outlined above, my Health Care Agent shall weigh the probable benefits (e.g., pain relief, healing of injury) of any proposed treatment or non-treatment for specific medical problems (e.g., infection, tumors) against the probable burdens that the proposed treatment or non-treatment may cause (e.g., additional pain, loss of mobility) in light of my principles as expressed in this document. The presumption shall be in favor of the course of action or inaction that best helps me to sustain my life unless the expected burdens will disproportionately outweigh the benefits. At all times, my Health Care Agent shall recognize that life itself is a gift to be protected and in itself is not a burden, even in circumstances of serious affliction. My Health Care Agent shall communicate the decisions to my health care professionals and follow up with them as appropriate.

(d) If a health-care provider does not agree with the decisions that my Health Care Agent makes for me, I direct my Health Care Agent to use every reasonable means at his or her disposal to obtain compliance with those decisions.

#### 5. POWERS OF MY HEALTH CARE AGENT

My Health Care Agent shall have the following powers and authority in order to carry out the directives contained herein:

(a) To give consent, refuse to consent, or withdraw consent to any type of treatment under the principles expressed herein;

(b) To have access to my medical records and health care information to the same extent I personally have access to them pursuant to HIPAA and regulations issued thereunder and applicable state law;

(c) To authorize, even against medical advice, my admission to or discharge from any hospital, nursing home, residential care, assisted living or similar facility or service, whether in or outside of the State of Missouri;

(d) To contract on my behalf for any health care related service, without my Health Care Agent incurring personal liability for such contracts;

(e) To make all necessary arrangements for health care services on my behalf, and to hire and discharge medical, social service and other support personnel responsible for my care;

(f) When it is in my best interests, to grant any waiver or release from liability required by any health care provider; and

(g) To take any action consistent with the principles I have expressed above that my Health Care Agent deems necessary or appropriate, in my Health Care Agent's discretion, for my benefit with respect to my health care, including, but not limited to, taking any necessary legal action to enforce this Durable Power of Attorney for Health Care.

6. RELIANCE UPON AUTHORITY OF MY HEALTH CARE AGENT

To induce third parties to rely on this document, I hereby agree to be bound by all that my Health Care Agent shall determine and do on my behalf. For myself and for my heirs, executors, legal representatives and assigns, I hereby release and discharge and agree to indemnify and hold harmless any third party from and against any claim, liability or cost (including attorneys' fees) whatsoever that may arise by reason of such third party having relied upon the provisions of this document. Any revocation, termination, or modification of this Durable Power of Attorney for Health Care shall be ineffective as to a third party unless and until actual notice or knowledge of such change shall have been provided to such third party or the third party becomes aware of it by other means.

7. SUCCESSOR HEALTH CARE AGENT

If the Health Care Agent named above in paragraph 1 shall become unable or unwilling to serve at any time, I name the following persons, one at a time, as successor Health Care Agent: first, my \_\_\_\_\_ (relationship), \_\_\_\_\_ (name), but if at any time he or she becomes unable or unwilling to serve, then second, my \_\_\_\_\_ (relationship), \_\_\_\_\_ (name).

8. MISCELLANEOUS

(a) This document does not authorize my Health Care Agent to perform any act that is listed in RSMo. sec. 404.710.6. Any such matters will be handled by separate documents.

(b) I hereby revoke all my previous durable powers of attorney for health care, by whatever name entitled (e.g., health care declarations, living wills), provided, however, that I do not revoke any existing durable powers of attorney to the extent that the same address subjects other than those addressed in this document.

(c) This durable power of attorney for health care is intended to be valid and enforceable in any jurisdiction in which it is presented. However, all the provisions herein shall be governed by Missouri law.

(d) I intend that my Health Care Agent acting pursuant to this document shall incur no personal financial liability in carrying out his or her duties. My Health Care Agent shall be entitled to reasonable compensation for services performed under this durable power of attorney for health care and to reimbursement of all reasonable expenses incurred and paid as a result of carrying out any one or more of the provisions hereof.

(e) The provisions of this document are severable, so that the invalidity of one or more provisions shall not affect the validity of the remaining provisions.

(f) A copy of this document showing handwritten signatures of myself and witnesses to my signing shall be as valid as the original document, provided that the signatures are reasonably legible.

