

Durable Power of Attorney

Client Name: _____

MR#: _____

I _____ (“Principal Insured”), having an address at _____

with Insurance ID# _____, with the intent to create this Durable Power of Attorney hereby make, constitute and appoint each and all of:

_____ my true and lawful attorney-in-fact (“Agent”) to act on my behalf with respect to obtaining payment and/or reimbursement for health care services rendered to the Principal Insured by _____. These powers shall include, but shall not be limited to:

- making claims against insurers or other third-party payers;
- instituting, prosecuting, settling, and/or defending litigation, arbitration, or other dispute resolution proceedings;
- obtaining and/or releasing records, reports and statements, including but not limited to any and all medical reports from prior treatment providers, subject to complying with applicable law;
- updating information per the member’s policy such as pre-existing conditions, and/or coordination of benefits with respective insurance and/or third parties;
- any and all other acts which may be helpful and appropriate to the accomplishment of such purposes.

Each of my attorney(s)-in-fact shall have full authority to delegate, using reasonable care, skill, and caution, any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select.

This power of attorney shall not be affected by subsequent disability or incapacity of the principal, or lapse of time. I hereby revoke all existing powers of attorney to the extent they would contradict or overlap with the powers described hereunder.

My attorney(s)-in-fact shall not be liable for any acts or decisions made in good faith under this instrument. My attorney(s)-in-fact may be liable for a breach of duty under this instrument committed dishonestly, with improper motive, or with reckless indifference to the purposes of the power of attorney or to my best interests, or as otherwise provided by law.

No person who relies in good faith on the authority of my attorney(s)-in-fact under this instrument shall incur any liability to me. I authorize my attorney(s)-in-fact to indemnify and hold harmless any third party who accepts and acts under this instrument.

If any part of any provision of this instrument shall be invalid or unenforceable, such part shall be ineffective to the extent of such invalidity inly, without in any way affecting the parts of such provision or this instrument.

By signing this document I confirm that I have read and understand all terms if this document, which is being initiated without duress.

[Signatures to follow]

IN WITNESS WHEREOF, I have executed this assignment on this day ____ of _____, 20__ in the presence of the witnesses by signing below my signature.

Principal Insured Signature: _____

Print Name: _____

This document must be acknowledged by either two (2) witnesses or a notary public:

Witness Signature: _____

Witness Name Print: _____

Witness Address: _____

Witness Signature: _____

Witness Name Print: _____

Witness Address: _____

STATE OF California, county of _____ affirmed and subscribed before me by _____ who is present personally known to me or has produced _____ as identification on this the ____ day of _____, 20__.

Signature and Seal

Printed Name (typed, printed, or stamped)

Notary Public State of California

Notice to Person Executing Durable Power of Attorney

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing.

This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

Notice to Person Accepting the Appointment as Attorney-in-Fact

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may also be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

Date: _____

(Signature of agent)

(Print name of agent)