HEALTH CARE PROXY
OF
_____

I, _____, of _____, hereby appoint _____ as my health care agent (hereinafter "my agent"), pursuant to Massachusetts General Laws Chapter 201D. If _____ is unable to serve for any reason, I appoint _____ _____ as my agent. It is my intent that my agent has unlimited authority to make all health care decisions on my behalf if it is determined I lack capacity to make or to communicate health care decisions. Without limiting the generality of the foregoing, my agent shall have the power and authority:

(1) To obtain and act upon any and all information from any source or sources whatsoever in respect of my physical, mental and emotional condition or conditions, including (without limiting the foregoing generality) the power to obtain and retain and reproduce written, graphic and photographic data whatsoever, and to disclose any or all such information to such person or persons, natural or corporate, as my agent shall at any time think fit.

(2) To execute and deliver at any time or from time to time any documents including (without limiting the foregoing generality) applications, representations, consents, refusals, waivers, releases and indemnities to such person or persons, in any way to enable my agent to facilitate my agent's acting under this instrument, whether or not any such document pertains to the existence or the scope of my agent's authority, or directly or indirectly to my agent's exercise of that authority.

(3) To cause or authorize my admission to any acute care hospital, chronic care hospital, psychiatric hospital, skilled nursing facility, intermediate care facility, long-term care facility, residential, or other special medical or residential programs appropriate to my need for care, treatment, and supervision, but acting first to maintain me in the least restrictive manner consistent with sound medical judgment.

(4) To select, to employ and to discharge in my agent's sole discretion physicians, nurses, home health aides, homemakers, or other health care professionals and to arrange for payment of devices and materials made available to me.

(5) To exercise in all respects my right of privacy and my right to be left alone, and to waive any and all privileges of mine arising out of any confidential relationship and to exercise and assert my rights to privilege in connection with disclosure of information to others.

(6) To authorize medical and surgical treatment and diagnostic procedures.

(7) To consent to the administration of medication (including psychotropic medication for which court authorization might otherwise be necessary) prescribed by my physicians.

(8) If the situation should arise in which there is no reasonable expectation of my recovery to any medically significant degree from what may fairly be described, upon the basis of then current medical knowledge, as an extreme, incapacitating, and irreversible or terminal physical or mental disability, to make whatever decisions and take whatever steps are necessary (including the termination of life support systems) to carry out my express wish that I be allowed to die and not be kept alive by

artificial means or heroic measures, subject, however, to the administration of medication or the performance of medical procedures that alleviate suffering and constitute comfort care even though that may shorten my remaining life. The authority under this paragraph extends specifically (without hereby limiting the generality of this paragraph) to the termination of any mechanical life support system or device and the providing or the withholding, as my agent shall determine, of artificial hydration or nutrition or both.

In the event of such disability or incapacity, my agent may, but without any obligation to do so, apply to any court of competent jurisdiction to be appointed guardian of my person, and I hereby nominate my agent for such appointment, whether any such proceedings are brought by my agent or any other interested party. I direct that no surety or sureties be required on any official bond of my agent as such guardian.

If any direction or power granted hereunder or the application thereof in any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Health Care Proxy and the application of such direction or power to circumstances, other than to those to which it is held invalid or unenforceable, shall not be affected thereby. It is my intention that each of the directions and powers granted herein shall be separately and independently valid and enforceable to the fullest extent permitted by law.

(9) HIPAA Release Authority. I intend for my agent to be treated as I would 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 1320(d) and 45 CFR 160-164. In furtherance of this authority, I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, other covered health care provider, any insurance company and the Medical Information Bureau, Inc., or other health care clearing house that has provided treatment of services to me or that has paid for or is seeking payment from me for such services, to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental condition, to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse. If there is any inconsistency between this provision and any prior agreement or consent, this agreement shall supersede such prior agreements made to any health care providers to restrict access to or disclose any of my individually identifiable health information. The authority given here shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider and the revocation is dated after the execution of this agreement.

IN WITNESS WHEREOF, I, the aforesaid principal, have hereunto set my hand and seal this ____ day of _____, 2024.

_____

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

_____
Notary Public

We, the undersigned witnesses, each do hereby declare in the presence of the aforesaid principal, _____ (I) that the principal signed the foregoing instrument in the presence of each of us, declaring it to be the principal's Health Care Proxy, (ii) that the principal signed it willingly, (iii) that we two now, at the principal's request and in the presence of the principal and in the presence of each other, hereto subscribe our names as witnesses, and (iv) that the principal appears to be eighteen years of age or over, of sound mind, and under no constraint or undue influence.

_____ residing at _____
(Witness)

_____

_____ residing at _____
(Witness)

_____

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

_____
Notary Public

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

_____
Notary Public