

Senate Bill No. 314—Senators Mathews; Amodei,  
Horsford, Lee, Townsend and Wiener

Joint Sponsors: Assemblymen Hardy; Anderson,  
Carpenter, Grady and Ohrenschall

CHAPTER.....

AN ACT relating to powers of attorney; adopting the Uniform Power of Attorney Act; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

Existing law provides for the use of powers of attorney for various purposes, including for conveyances of property and for making decisions relating to health care. (NRS 111.450, 111.460, 111.470, 449.800-449.860) This bill repeals those existing provisions of law relating to powers of attorney and enacts the Uniform Power of Attorney Act, which was promulgated by the National Conference of Commissioners on Uniform State Laws in 2006.

Pursuant to the Act, a power of attorney may grant authority to an agent to act for a principal in a variety of matters relating to finance, real property, tangible personal property, stocks and bonds, banks and other financial institutions, business operations, insurance and annuities, estates, trusts and other beneficial interests, claims and litigation, personal and family maintenance, benefits from governmental programs or civil or military service, taxes and gifts. According to the National Conference of Commissioners on Uniform State Laws, the Uniform Act is intended to: (1) preserve the effectiveness of a durable power of attorney as a low-cost, flexible and private form of surrogate decision-making; (2) include mandatory safeguards for the protection of the principal, the agent and persons who are asked to rely on the agent's authority; (3) modernize the various areas of authority that may be granted to an agent and require authorization by the principal in express language where certain authority could dissipate the principal's property or alter the principal's estate plan; (4) establish an optional statutory form; (5) offer more clear guidelines for an agent to follow; (6) provide ways for the agent to give notice of resignation if the principal is incapacitated; (7) encourage acceptance of a power of attorney by third parties; and (8) enhance the usefulness of a durable power of attorney, while at the same time protecting the principal, the agent and those who deal with the agent.

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THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN  
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

**Section 1.** Title 13 of NRS is hereby amended by adding thereto a new chapter to consist of the provisions set forth as sections 2 to 75, inclusive, of this act.

**Sec. 2.** *As used in this chapter, unless the context otherwise requires, the words and terms defined in sections 3 to 17, inclusive, of this act have the meanings ascribed to them in those sections.*



**Sec. 3.** *“Acknowledged” means purportedly verified before a notary public or other individual authorized to take acknowledgments.*

**Sec. 4.** *“Agent” means a person granted authority to act for a principal under a power of attorney, whether denominated an agent, attorney-in-fact or otherwise. The term includes an original agent, co-agent, successor agent and a person to which an agent’s authority is delegated.*

**Sec. 5.** *“Durable,” with respect to a power of attorney, means not terminated by the principal’s incapacity.*

**Sec. 6.** *“Electronic” means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.*

**Sec. 7.** *“Good faith” means honesty in fact.*

**Sec. 8.** *“Incapacity” means the inability of an individual to manage property or business affairs because the individual:*

*1. Has an impairment in the ability to receive and evaluate information or make or communicate decisions even with the use of technological assistance; or*

*2. Is:*

*(a) Missing;*

*(b) Detained, including incarcerated in a penal system; or*

*(c) Outside the United States and unable to return.*

**Sec. 9.** *“Person” means an individual, corporation, business trust, estate, trust, partnership, limited-liability company, association, joint venture, public corporation, government or governmental subdivision, agency or instrumentality, or any other legal or commercial entity.*

**Sec. 10.** *“Power of attorney” means a writing or other record that grants authority to an agent to act in the place of the principal, whether or not the term “power of attorney” is used.*

**Sec. 11.** *“Presently exercisable general power of appointment,” with respect to property or a property interest subject to a power of appointment, means power exercisable at the time in question to vest absolute ownership in the principal individually, the principal’s estate, the principal’s creditors or the creditors of the principal’s estate. The term includes a power of appointment not exercisable until the occurrence of a specified event, the satisfaction of an ascertainable standard, or the passage of a specified period only after the occurrence of the specified event, the satisfaction of the ascertainable standard or the passage of the specified period. The term does not include a power exercisable in a fiduciary capacity or only by will.*



**Sec. 12.** *“Principal” means an individual who grants authority to an agent in a power of attorney.*

**Sec. 13.** *“Property” means anything that may be the subject of ownership, whether real or personal, or legal or equitable, or any interest or right therein.*

**Sec. 14.** *“Record” means information which is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.*

**Sec. 15.** *“Sign” means, with present intent to authenticate or adopt a record:*

- 1. To execute or adopt a tangible symbol; or*
- 2. To attach to or logically associate with the record an electronic sound, symbol or process.*

**Sec. 16.** *“State” means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.*

**Sec. 17.** *“Stocks and bonds” means stocks, bonds, mutual funds, and all other types of securities and financial instruments, whether held directly or indirectly, or in any other manner. The term does not include commodity futures contracts and call or put options on stocks or stock indexes.*

**Sec. 18.** *Sections 18 to 56, inclusive, of this act apply to all powers of attorney except:*

- 1. A power to the extent it is coupled with an interest in the subject of the power, including a power given to or for the benefit of a creditor in connection with a credit transaction;*
- 2. A power to make health care decisions;*
- 3. A proxy or other delegation to exercise voting rights or management rights with respect to an entity; and*
- 4. A power created on a form prescribed by a government or a governmental subdivision, agency or instrumentality for a governmental purpose.*

**Sec. 19.** *A power of attorney created under this chapter is durable unless it expressly provides that it is terminated by the incapacity of the principal.*

**Sec. 20.** *1. A power of attorney must be signed by the principal or, in the principal’s conscious presence, by another individual directed by the principal to sign the principal’s name on the power of attorney. A signature on a power of attorney is presumed to be genuine if the principal acknowledges the signature before a notary public or other individual authorized by law to take acknowledgments.*



2. *If the principal resides in a hospital, assisted living facility or facility for skilled nursing at the time of execution of the power of attorney, a certification of competency of the principal from a physician, psychologist or psychiatrist must be attached to the power of attorney.*

3. *As used in this section:*

(a) *“Assisted living facility” has the meaning ascribed to it in NRS 422.2708.*

(b) *“Facility for skilled nursing” has the meaning ascribed to it in NRS 449.0039.*

(c) *“Hospital” has the meaning ascribed to it in NRS 449.012.*

**Sec. 21.** 1. *A power of attorney executed in this State on or after October 1, 2009, is valid if its execution complies with section 20 of this act.*

2. *A power of attorney executed in this State before October 1, 2009, is valid if its execution complied with the law of this State as it existed at the time of execution.*

3. *A power of attorney executed other than in this State is valid in this State if, when the power of attorney was executed, the execution complied with:*

(a) *The law of the jurisdiction that determines the meaning and effect of the power of attorney pursuant to section 22 of this act; or*

(b) *The requirements for a military power of attorney pursuant to 10 U.S.C. § 1044b.*

4. *Except as otherwise provided by specific statute other than the provisions of this chapter, a photocopy or electronically transmitted copy of an original power of attorney has the same effect as the original power of attorney. An agent shall furnish an affidavit to a third party on demand stating that the instrument relied on is a true copy of the power of attorney and that, to the best of the agent’s knowledge, the principal is alive and the relevant powers of the agent have not been altered or terminated.*

**Sec. 22.** *The meaning and effect of a power of attorney is determined by the law of the jurisdiction indicated in the power of attorney and, in the absence of an indication of jurisdiction, by the law of the jurisdiction in which the power of attorney was executed.*

**Sec. 23.** 1. *In a power of attorney, a principal may nominate a guardian of the principal’s estate for consideration by the court if guardianship proceedings for the principal’s estate or person are begun after the principal executes the power of attorney.*



2. *If, after a principal executes a power of attorney, a court appoints a guardian of the principal's estate, the power of attorney is terminated.*

**Sec. 24.** 1. *A power of attorney is effective when executed unless the principal provides in the power of attorney that it becomes effective at a future date or upon the occurrence of a future event or contingency.*

2. *If a power of attorney becomes effective upon the occurrence of a future event or contingency, the principal, in the power of attorney, may authorize one or more persons to determine in a writing or other record that the event or contingency has occurred.*

3. *If a power of attorney becomes effective upon the principal's incapacity and the principal has not authorized a person to determine whether the principal is incapacitated, or the person authorized is unable or unwilling to make the determination, the power of attorney becomes effective upon a determination in a writing or other record by a physician, psychiatrist or licensed psychologist that the principal is incapacitated.*

4. *A person authorized by the principal in the power of attorney to determine that the principal is incapacitated may act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and applicable regulations, to obtain a determination of incapacity.*

**Sec. 25.** 1. *A power of attorney terminates when:*

- (a) *The principal dies;*
- (b) *The principal becomes incapacitated, if the power of attorney is not durable;*
- (c) *The principal revokes the power of attorney;*
- (d) *The power of attorney provides that it terminates;*
- (e) *The limited purpose of the power of attorney is accomplished; or*
- (f) *The principal revokes the agent's authority or the agent dies, becomes incapacitated or resigns, and the power of attorney does not provide for another agent to act under the power of attorney.*

2. *An agent's authority terminates when:*

- (a) *The principal revokes the authority;*
- (b) *The agent dies, becomes incapacitated or resigns;*



*(c) An action is filed for the dissolution or annulment of the agent's marriage to the principal or their legal separation, unless the power of attorney otherwise provides; or*

*(d) The power of attorney terminates.*

*3. Unless the power of attorney otherwise provides, an agent's authority is exercisable until the authority terminates under subsection 2, notwithstanding a lapse of time since the execution of the power of attorney.*

*4. Termination of an agent's authority or of a power of attorney is not effective as to the agent or another person that, without actual knowledge of the termination, acts in good faith under the power of attorney. An act so performed, unless otherwise invalid or unenforceable, binds the principal and the principal's successors in interest.*

*5. Incapacity of the principal of a power of attorney that is not durable does not revoke or terminate the power of attorney as to an agent or other person that, without actual knowledge of the incapacity, acts in good faith under the power of attorney. An act so performed, unless otherwise invalid or unenforceable, binds the principal and the principal's successors in interest.*

*6. The execution of a power of attorney does not revoke a power of attorney previously executed by the principal unless the subsequent power of attorney provides that the previous power of attorney is revoked or that all other powers of attorney are revoked.*

**Sec. 26. 1.** *A principal may designate two or more persons to act as co-agents. Unless the power of attorney otherwise provides, each co-agent may exercise its authority independently.*

*2. A principal may designate one or more successor agents to act if an agent resigns, dies, becomes incapacitated, is not qualified to serve or declines to serve. A principal may grant authority to designate one or more successor agents to an agent or other person designated by name, office or function. Unless the power of attorney otherwise provides, a successor agent:*

*(a) Has the same authority as that granted to the original agent; and*

*(b) May not act until all predecessor agents have resigned, died, become incapacitated, are no longer qualified to serve or have declined to serve.*

*3. Except as otherwise provided in subsection 4 and in the power of attorney, an agent that does not participate in or conceal a breach of fiduciary duty committed by another agent, including a predecessor agent, is not liable for the actions of the other agent.*



*4. An agent that has actual knowledge of a breach or imminent breach of fiduciary duty by another agent shall notify the principal and, if the principal is incapacitated, take any action reasonably appropriate in the circumstances to safeguard the principal's best interest. An agent that fails to notify the principal or take action as required by this subsection is liable for the reasonably foreseeable damages that could have been avoided if the agent had notified the principal or taken such action.*

*Sec. 27. Unless the power of attorney otherwise provides, an agent is entitled to reimbursement of expenses reasonably incurred on behalf of the principal.*

*Sec. 28. Except as otherwise provided in the power of attorney, a person accepts appointment as an agent under a power of attorney by exercising authority or performing duties as an agent or by any other assertion or conduct indicating acceptance.*

*Sec. 29. 1. Notwithstanding provisions in the power of attorney, an agent that has accepted appointment shall:*

*(a) Act in accordance with the principal's reasonable expectations to the extent actually known by the agent and, otherwise, in the principal's best interest;*

*(b) Act in good faith; and*

*(c) Act only within the scope of authority granted in the power of attorney.*

*2. Except as otherwise provided in the power of attorney, an agent that has accepted appointment shall:*

*(a) Act loyally for the principal's benefit;*

*(b) Act so as not to create a conflict of interest that impairs the agent's ability to act impartially in the principal's best interest;*

*(c) Act with the care, competence and diligence ordinarily exercised by agents in similar circumstances;*

*(d) Keep a record of all receipts, disbursements and transactions made on behalf of the principal;*

*(e) Cooperate with a person that has authority to make health care decisions for the principal; and*

*(f) Attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest based on all relevant factors, including:*

*(1) The value and nature of the principal's property;*

*(2) The principal's foreseeable obligations and need for maintenance;*

*(3) Minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes; and*



*(4) Eligibility for a benefit, a program or assistance under a statute or regulation.*

*3. An agent that acts in good faith is not liable to any beneficiary of the principal's estate plan for failure to preserve the plan.*

*4. An agent that acts with care, competence and diligence for the best interest of the principal is not liable solely because the agent also benefits from the act or has an individual or conflicting interest in relation to the property or affairs of the principal.*

*5. If an agent is selected by the principal because of special skills or expertise possessed by the agent or in reliance on the agent's representation that the agent has special skills or expertise, the special skills or expertise must be considered in determining whether the agent has acted with care, competence and diligence under the circumstances.*

*6. Absent a breach of duty to the principal, an agent is not liable if the value of the principal's property declines.*

*7. An agent that exercises authority to delegate to another person the authority granted by the principal or that engages another person on behalf of the principal is not liable for an act, error of judgment or default of that person if the agent exercises care, competence and diligence in selecting and monitoring the person.*

*8. Except as otherwise provided in the power of attorney, an agent is not required to disclose receipts, disbursements or transactions conducted on behalf of the principal unless ordered by a court, or requested by the principal, a guardian or other fiduciary acting for the principal, a governmental agency having authority to protect the welfare of the principal or, upon the death of the principal, by the personal representative or successor in interest of the principal's estate. If so requested, within 30 days the agent shall comply with the request or provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional 30 days.*

**Sec. 30.** *A provision in a power of attorney relieving an agent of liability for breach of duty is binding on the principal and the principal's successors in interest, except to the extent the provision:*

*1. Relieves the agent of liability for breach of duty committed dishonestly, with an improper motive or with reckless indifference to the purposes of the power of attorney or the best interest of the principal; or*





2. Was inserted as a result of an abuse of a confidential or fiduciary relationship with the principal.

**Sec. 31.** 1. The following persons may petition a court to construe a power of attorney or review the agent's conduct, and grant appropriate relief:

- (a) The principal or the agent;
- (b) A guardian or other fiduciary acting for the principal;
- (c) A person authorized to make health care decisions for the principal;
- (d) The principal's spouse, parent or descendant;
- (e) An individual who would qualify as a presumptive heir of the principal;
- (f) A person named as a beneficiary to receive any property, benefit or contractual right on the principal's death or as a beneficiary of a trust created by or for the principal that has a financial interest in the principal's estate;
- (g) A governmental agency having regulatory authority to protect the welfare of the principal;
- (h) A person asked to accept the power of attorney; or
- (i) The principal's caregiver or another person who demonstrates sufficient interest in the principal's welfare.

2. Upon motion by the principal, the court shall dismiss a petition filed under this section, unless:

- (a) The court finds that the principal lacks capacity to revoke the agent's authority or the power of attorney; or
- (b) A governmental agency has asserted abuse by the agent regarding the agent's actions under the power of attorney.

**Sec. 32.** An agent that violates this chapter is liable to the principal or the principal's successors in interest for the amount required to:

1. Restore the value of the principal's property to what it would have been had the violation not occurred; and

2. Reimburse the principal or the principal's successors in interest for the attorney's fees and costs paid on the agent's behalf.

**Sec. 33.** Unless the power of attorney provides a different method for an agent's resignation, an agent may resign by giving notice to the principal and, if the principal is incapacitated:

1. To a co-agent or successor agent; or
2. If there is no person described in subsection 1, to:
  - (a) The principal's spouse, parent or descendant;
  - (b) The principal's caregiver;



*(c) Another person reasonably believed by the agent to have sufficient interest in the principal's welfare; or*

*(d) A governmental agency having authority to protect the welfare of the principal.*

**Sec. 34.** *1. A person that in good faith accepts an acknowledged power of attorney without actual knowledge that the signature is not genuine may rely upon the presumption under section 20 of this act that the signature is genuine.*

*2. A person that in good faith accepts an acknowledged power of attorney without actual knowledge that the power of attorney is void, invalid or terminated, that the purported agent's authority is void, invalid or terminated, or that the agent is exceeding or improperly exercising the agent's authority may rely upon the power of attorney as if the power of attorney were genuine, valid and still in effect, the agent's authority were genuine, valid and still in effect, and the agent had not exceeded and had properly exercised the authority.*

*3. A person that is asked to accept an acknowledged power of attorney may request, and rely upon, without further investigation:*

*(a) An agent's certification under penalty of perjury of any factual matter concerning the principal, agent or power of attorney;*

*(b) An English translation of the power of attorney if the power of attorney contains, in whole or in part, language other than English; and*

*(c) An opinion of counsel as to any matter of law concerning the power of attorney if the person making the request provides in a writing or other record the reason for the request.*

*4. An English translation or an opinion of counsel requested under this section must be provided at the principal's expense unless the request is made more than 10 business days after the power of attorney is presented for acceptance. If the request is made more than 10 business days after presentation of the power of attorney, the party requesting the translation shall pay for the translation.*

*5. For purposes of this section, a person that conducts activities through employees is without actual knowledge of a fact relating to a power of attorney, a principal or an agent if the employee conducting the transaction involving the power of attorney is without actual knowledge of the fact.*

**Sec. 35.** *1. Except as otherwise provided in subsection 2:*

*(a) A person shall either accept an acknowledged power of attorney, or request a certification, a translation or an opinion of*



*counsel pursuant to section 34 of this act, not later than 10 business days after presentation of the power of attorney for acceptance;*

*(b) If a person requests a certification, a translation or an opinion of counsel pursuant to section 34 of this act, the person shall accept the power of attorney not later than 5 business days after receipt of the certification, translation or opinion of counsel; and*

*(c) A person may not require an additional or different form of power of attorney for authority granted in the power of attorney presented.*

*2. A person is not required to accept an acknowledged power of attorney if:*

*(a) The person is not otherwise required to engage in a transaction with the principal in the same circumstances;*

*(b) Engaging in a transaction with the agent or the principal in the same circumstances would be inconsistent with federal law;*

*(c) The person has actual knowledge of the termination of the agent's authority or of the power of attorney before exercise of the power;*

*(d) A request for a certification, a translation or an opinion of counsel pursuant to section 34 of this act is refused;*

*(e) The person in good faith believes that the power is not valid or that the agent does not have the authority to perform the act requested, whether or not a certification, a translation or an opinion of counsel has been requested or provided pursuant to section 34 of this act; or*

*(f) The person makes, or has actual knowledge that another person has made, a report pursuant to NRS 200.5093 stating a good faith belief that the principal may be subject to abuse, neglect, exploitation or isolation by the agent or a person acting for or with the agent.*

*3. A person that refuses in violation of this section to accept an acknowledged power of attorney is subject to:*

*(a) A court order mandating acceptance of the power of attorney; and*

*(b) Liability for reasonable attorney's fees and costs incurred in any action or proceeding that confirms the validity of the power of attorney or mandates acceptance of the power of attorney.*

**Sec. 36.** *Unless displaced by a provision of this chapter, the principles of law and equity supplement this chapter.*



**Sec. 37.** *This chapter does not supersede any other law applicable to financial institutions or other entities, and the other law controls if inconsistent with this chapter.*

**Sec. 38.** *The remedies under this chapter are not exclusive and do not abrogate any right or remedy under the laws of this State other than this chapter.*

**Sec. 39.** *1. An agent under a power of attorney may do the following on behalf of the principal or with the principal's property only if the power of attorney expressly grants the agent the authority and exercise of the authority is not otherwise prohibited by another agreement or instrument to which the authority or property is subject:*

- (a) Create, amend, revoke or terminate an inter vivos trust;*
- (b) Make a gift;*
- (c) Create or change rights of survivorship;*
- (d) Create or change a beneficiary designation;*
- (e) Delegate authority granted under the power of attorney;*
- (f) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;*

*(g) Exercise fiduciary powers that the principal has authority to delegate; or*

*(h) Disclaim property, including a power of appointment.*

*2. Notwithstanding a grant of authority to do an act described in subsection 1, unless the power of attorney otherwise provides, an agent that is not a spouse of the principal may not exercise authority under a power of attorney to create in the agent, or in an individual to whom the agent owes a legal obligation of support, an interest in the principal's property, whether by gift, right of survivorship, beneficiary designation, disclaimer or otherwise.*

**Sec. 40.** *1. Except as otherwise provided in section 39 of this act, if a power of attorney grants to an agent authority to do all acts that a principal could do or refers to general authority or cites a section of this chapter in which the authority is described, the agent has the general authority described in this chapter.*

*2. A reference in a power of attorney to any part of a section in this chapter incorporates the entire section as if it were set out in full in the power of attorney.*

*3. A principal may modify authority incorporated by reference.*

*4. Except as otherwise provided in section 39 of this act, if the subjects over which authority is granted in a power of attorney are similar or overlap, the broadest authority controls.*



5. Authority granted in a power of attorney is exercisable with respect to property that the principal has when the power of attorney is executed or acquires later, whether or not the property is located in this State and whether or not the authority is exercised or the power of attorney is executed in this State.

6. An act performed by an agent pursuant to a power of attorney has the same effect and inures to the benefit of and binds the principal and the principal's successors in interest as if the principal had performed the act.

**Sec. 41.** Except as otherwise provided in the power of attorney, by executing a power of attorney that incorporates by reference a subject described in this chapter or that grants to an agent authority to do all acts that a principal could do pursuant to this chapter, a principal authorizes the agent to:

1. Demand, receive and obtain, by litigation or otherwise, money or another thing of value to which the principal is, may become or claims to be entitled, and conserve, invest, disburse or use anything so received or obtained for the purposes intended;

2. Contract in any manner with any person, on terms agreeable to the agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release or modify the contract or another contract made by or on behalf of the principal;

3. Execute, acknowledge, seal, deliver, file or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of the principal's property and attaching it to the power of attorney;

4. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim;

5. Seek on the principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in the power of attorney;

6. Engage, compensate and discharge an attorney, accountant, discretionary investment manager, expert witness or other advisor;

7. Prepare, execute and file a record, report or other document to safeguard or promote the principal's interest under a statute or regulation;



8. *Communicate with any representative or employee of a government or governmental subdivision, agency or instrumentality on behalf of the principal;*

9. *Access communications intended for, and communicate on behalf of, the principal, whether by mail, electronic transmission, telephone or other means; and*

10. *Do any lawful act with respect to the subject and all property related to the subject.*

**Sec. 42.** 1. *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to real property authorizes:*

(a) *The agent to demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;*

(b) *The agent to:*

(1) *Sell;*

(2) *Exchange;*

(3) *Convey with or without covenants, representations or warranties;*

(4) *Quitclaim;*

(5) *Release;*

(6) *Surrender;*

(7) *Retain title for security;*

(8) *Encumber;*

(9) *Partition;*

(10) *Consent to partitioning;*

(11) *Subject to an easement or covenant;*

(12) *Subdivide;*

(13) *Apply for zoning or other governmental permits;*

(14) *Plat or consent to platting;*

(15) *Develop;*

(16) *Grant an option concerning;*

(17) *Lease;*

(18) *Sublease;*

(19) *Contribute to an entity in exchange for an interest in that entity; or*

(20) *Otherwise grant or dispose of,*

↳ *an interest in real property or a right incident to real property;*

(c) *The agent to pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;*



*(d) The agent to release, assign, satisfy or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien or other claim to real property which exists or is asserted;*

*(e) The agent to manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including:*

*(1) Insuring against liability or casualty or other loss;*

*(2) Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;*

*(3) Paying, assessing, compromising or contesting taxes or assessments or applying for and receiving refunds in connection with them; and*

*(4) Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;*

*(f) Use, develop, alter, replace, remove, erect or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right;*

*(g) The agent to participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:*

*(1) Selling or otherwise disposing of them;*

*(2) Exercising or selling an option, right of conversion or similar right with respect to them; and*

*(3) Exercising any voting rights in person or by proxy;*

*(h) The agent to change the form of title of an interest in or right incident to real property; and*

*(i) The agent to dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.*

*2. Every power of attorney, or other instrument in writing, containing the power to convey any real property as agent or attorney for the owner thereof, or to execute, as agent or attorney for another, any conveyance whereby any real property is conveyed, or may be affected, must be recorded as other conveyances whereby real property is conveyed or affected are required to be recorded.*

*3. No such power of attorney or other instrument, recorded in the manner prescribed in subsection 2, shall be deemed to be revoked by any act of the principal, until the instrument*



*containing such revocation is deposited for record in the same office in which the instrument containing the power is recorded.*

**Sec. 43.** *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to tangible personal property authorizes:*

*1. The agent to demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;*

*2. The agent to:*

*(a) Sell;*

*(b) Exchange;*

*(c) Convey with or without covenants, representations or warranties;*

*(d) Quitclaim;*

*(e) Release;*

*(f) Surrender;*

*(g) Create a security interest in;*

*(h) Grant options concerning;*

*(i) Lease;*

*(j) Sublease; or*

*(k) Otherwise dispose of,*

*↳ tangible personal property or an interest in tangible personal property;*

*3. The agent to grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;*

*4. The agent to release, assign, satisfy or enforce by litigation or otherwise, a security interest, lien or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property;*

*5. The agent to manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including:*

*(a) Insuring against liability or casualty or other loss;*

*(b) Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;*

*(c) Paying, assessing, compromising or contesting taxes or assessments, or applying for and receiving refunds in connection with taxes or assessments;*

*(d) Moving the property from place to place;*





(e) *Storing the property for hire or on a gratuitous bailment; and*

(f) *Using and making repairs, alterations or improvements to the property; and*

6. *The agent to change the form of title of an interest in tangible personal property.*

**Sec. 44.** *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to stocks and bonds authorizes the agent to:*

1. *Buy, sell and exchange stocks and bonds;*

2. *Establish, continue, modify or terminate an account with respect to stocks and bonds;*

3. *Pledge stocks and bonds as security to borrow, pay, renew or extend the time of payment of a debt of the principal;*

4. *Receive certificates and other evidences of ownership with respect to stocks and bonds; and*

5. *Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts and consent to limitations on the right to vote.*

**Sec. 45.** *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to commodities and options authorizes the agent to:*

1. *Buy, sell, exchange, assign, settle and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and*

2. *Establish, continue, modify and terminate option accounts.*

**Sec. 46.** 1. *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to banks and other financial institutions authorizes the agent to:*

(a) *Continue, modify and terminate an account or other banking arrangement made by or on behalf of the principal;*

(b) *Establish, modify and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm or other financial institution selected by the agent;*

(c) *Contract for services available from a financial institution, including renting a safe deposit box or space in a vault;*

(d) *Withdraw, by check, order, electronic funds transfer or otherwise, money or property of the principal deposited with or left in the custody of a financial institution;*



*(e) Receive statements of account, vouchers, notices and similar documents from a financial institution and act with respect to them;*

*(f) Enter a safe deposit box or vault and withdraw or add to the contents;*

*(g) Borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;*

*(h) Make, assign, draw, endorse, discount, guarantee and negotiate promissory notes, checks, drafts and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due;*

*(i) Receive for the principal and act upon a sight draft, warehouse receipt or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;*

*(j) Apply for, receive and use letters of credit, credit and debit cards, electronic transaction authorizations and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and*

*(k) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.*

*2. An agent who is not the spouse of the principal must not be listed on any account as a cosigner with right of survivorship, but must be listed on the account solely as power of attorney.*

**Sec. 47.** *Subject to the terms of a document or an agreement governing an entity or an entity ownership interest, and unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to operation of an entity or business authorizes the agent to:*

*1. Operate, buy, sell, enlarge, reduce or terminate an ownership interest.*

*2. Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege or option that the principal has, may have or claims to have.*

*3. Enforce the terms of an ownership agreement.*

*4. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest.*



5. *Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege or option the principal has or claims to have as the holder of stocks and bonds.*

6. *Initiate, participate in, submit to alternative dispute resolution, settle, oppose, propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds.*

7. *With respect to an entity or business owned solely by the principal:*

(a) *Continue, modify, renegotiate, extend and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney;*

(b) *Determine:*

(1) *The location of its operation;*

(2) *The nature and extent of its business;*

(3) *The methods of manufacturing, selling, merchandising, financing, accounting and advertising employed in its operation;*

(4) *The amount and types of insurance carried; and*

(5) *The mode of engaging, compensating and dealing with its employees and accountants, attorneys or other advisors;*

(c) *Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and*

(d) *Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business.*

8. *Put additional capital into an entity or business in which the principal has an interest.*

9. *Join in a plan of reorganization, consolidation, conversion, domestication or merger of the entity or business.*

10. *Sell or liquidate all or part of an entity or business.*

11. *Establish the value of an entity or business under a buy-out agreement to which the principal is a party.*

12. *Prepare, sign, file and deliver reports, compilations of information, returns or other papers with respect to an entity or business and make related payments.*

13. *Pay, compromise or contest taxes, assessments, fines or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines or penalties with respect to an entity or business, including attempts to recover,*



*in any manner permitted by law, money paid before or after the execution of the power of attorney.*

**Sec. 48.** *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to insurance and annuities authorizes the agent to:*

*1. Continue, pay the premium or make a contribution on, modify, exchange, rescind, release or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract;*

*2. Procure new, different and additional contracts of insurance and annuities for the principal and the principal's spouse, children and other dependents, select the amount, type of insurance or annuity, and mode of payment and name one or more beneficiaries in accordance with the principal's established estate plan and any restrictions to designate beneficiaries contained within the power of attorney;*

*3. Pay the premium or make a contribution on, modify, exchange, rescind, release or terminate a contract of insurance or annuity procured by the agent;*

*4. Apply for and receive a loan secured by a contract of insurance or annuity;*

*5. Surrender and receive the cash surrender value on a contract of insurance or annuity;*

*6. Exercise an election;*

*7. Exercise investment powers available under a contract of insurance or annuity;*

*8. Change the manner of paying premiums on a contract of insurance or annuity;*

*9. Change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section;*

*10. Apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal;*

*11. Collect, sell, assign, hypothecate, borrow against or pledge the interest of the principal in a contract of insurance or annuity;*

*12. Select the form and timing of the payment of proceeds from a contract of insurance or annuity; and*

*13. Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance*



*or annuity or its proceeds or liability accruing by reason of the tax or assessment.*

**Sec. 49.** *1. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to estates, trusts and other beneficial interests authorizes the agent to:*

*(a) Accept, receive, receipt for, sell, assign, pledge or exchange a share in or payment from the fund;*

*(b) Demand or obtain money or another thing of value to which the principal is, may become or claims to be entitled by reason of the fund, by litigation or otherwise;*

*(c) Exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal;*

*(d) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, propose or accept a compromise with respect to litigation to ascertain the meaning, validity or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal;*

*(e) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, propose or accept a compromise with respect to litigation to remove, substitute or surcharge a fiduciary;*

*(f) Conserve, invest, disburse or use anything received for an authorized purpose; and*

*(g) Transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities and other property to the trustee of a revocable trust created by the principal as settlor or grantor.*

*2. As used in this section, "estates, trusts and other beneficial interests" means a trust, probate estate, escrow, custodianship or fund from which the principal is, may become or claims to be entitled to a share or payment.*

**Sec. 50.** *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to claims and litigation authorizes the agent to:*

*1. Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance or other relief;*

*2. Bring an action to determine adverse claims or intervene or otherwise participate in litigation;*



3. *Seek an attachment, garnishment, order of arrest or other preliminary, provisional or intermediate relief and use an available procedure to effect or satisfy a judgment, order or decree;*

4. *Make or accept a tender, offer of judgment or admission of facts, submit a controversy on an agreed statement of facts, consent to examination and bind the principal in litigation;*

5. *Submit to alternative dispute resolution, settle, and propose or accept a compromise;*

6. *Waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, and receive, execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement or other instrument in connection with the prosecution, settlement or defense of a claim or litigation;*

7. *Act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value;*

8. *Pay a judgment, award or order against the principal or a settlement made in connection with a claim or litigation; and*

9. *Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.*

**Sec. 51.** *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to personal and family maintenance authorizes the agent to perform the acts necessary to maintain the customary standard of living of the principal, including, but not limited to, authorizing the agent to:*

1. *Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party;*

2. *Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the principal;*



3. *Pay expenses for necessary health care and custodial care on behalf of the principal;*

4. *Act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and applicable regulations, in making decisions related to the past, present or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this State to consent to health care on behalf of the principal;*

5. *Continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring and replacing them;*

6. *Maintain credit and debit accounts for the convenience of the principal and open new accounts; and*

7. *Continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order or other organization or to continue contributions to those organizations.*

**Sec. 52.** 1. *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to benefits from governmental programs or civil or military service authorizes the agent to:*

(a) *Enroll in, apply for, select, reject, change, amend or discontinue, on the principal's behalf, a benefit or program;*

(b) *Prepare, file and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute or regulation;*

(c) *Initiate, participate in, submit to alternative dispute resolution, settle, oppose, propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute or regulation;*

(d) *Receive the financial proceeds of a claim, and conserve, invest, disburse or use for a lawful purpose anything so received;*

(e) *Execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation and for shipment of household effects; and*

(f) *Take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of*



*lading, shipping ticket, certificate or other instrument for that purpose.*

*2. As used in this section, "benefits from governmental programs or civil or military service" means any benefit, program or assistance provided under a statute or regulation including Social Security, Medicare and Medicaid.*

**Sec. 53.** *1. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans authorizes the agent to:*

*(a) Select the form and timing of payments under a retirement plan and withdraw benefits from a plan;*

*(b) Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;*

*(c) Establish a retirement plan in the principal's name and name one or more beneficiaries in accordance with the principal's established estate plan and any restrictions to designate beneficiaries contained within the power of attorney;*

*(d) Make contributions to a retirement plan;*

*(e) Exercise investment powers available under a retirement plan; and*

*(f) Borrow from, sell assets to or purchase assets from a retirement plan.*

*2. As used in this section, "retirement plan" means a plan or account created by an employer, the principal or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary or owner, including a plan or account under the following sections of the Internal Revenue Code:*

*(a) An individual retirement account under section 408 of the Internal Revenue Code, 26 U.S.C. § 408, as amended;*

*(b) A Roth individual retirement account under section 408A of the Internal Revenue Code, 26 U.S.C. § 408A, as amended;*

*(c) A deemed individual retirement account under section 408(q) of the Internal Revenue Code, 26 U.S.C. § 408(q), as amended;*

*(d) An annuity or mutual fund custodial account under section 403(b) of the Internal Revenue Code, 26 U.S.C. § 403(b), as amended;*

*(e) A pension, profit-sharing, stock bonus or other retirement plan qualified under section 401(a) of the Internal Revenue Code, 26 U.S.C. § 401(a), as amended;*

*(f) A plan under section 457(b) of the Internal Revenue Code, 26 U.S.C. § 457(b), as amended; and*





*(g) A nonqualified deferred compensation plan under section 409A of the Internal Revenue Code, 26 U.S.C. § 409A, as amended.*

**Sec. 54.** *Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to taxes authorizes the agent to:*

*1. Prepare, sign and file federal, state, local and foreign income, gift, payroll, property, Federal Insurance Contributions Act and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under section 2032A of the Internal Revenue Code, 26 U.S.C. § 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;*

*2. Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;*

*3. Exercise any election available to the principal under federal, state, local or foreign tax law; and*

*4. Act for the principal in all tax matters for all periods before the Internal Revenue Service or other taxing authority.*

**Sec. 55.** *1. Unless the power of attorney otherwise provides, an agent has no authority to make a gift to any party on behalf of the principal.*

*2. If the power of attorney grants the agent the authority to make gifts, the agent may:*

*(a) Make outright to, or for the benefit of, a person, a gift of any of the principal's property, including by the exercise of a presently exercisable general power of appointment held by the principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under section 2503(b) of the Internal Revenue Code, 26 U.S.C. § 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift or, if the principal's spouse agrees to consent to a split gift pursuant to section 2513 of the Internal Revenue Code, 26 U.S.C. § 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and*

*(b) Consent, pursuant to section 2513 of the Internal Revenue Code, 26 U.S.C. § 2513, as amended, to the splitting of a gift made*



*by the principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.*

*3. An agent may make a gift of the principal's property only as the agent determines is consistent with the principal's objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principal's best interest based on all relevant factors, including:*

- (a) The value and nature of the principal's property;*
- (b) The principal's foreseeable obligations and need for maintenance;*
- (c) Minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes;*
- (d) Eligibility for a benefit, a program or assistance under a statute or regulation; and*
- (e) The principal's personal history of making or joining in making gifts.*

*4. As used in this section, a gift "for the benefit of" a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under section 529 of the Internal Revenue Code, 26 U.S.C. § 529, as amended.*

*Sec. 56. A document substantially in the following form may be used to create a statutory form power of attorney that has the meaning and effect prescribed by this chapter:*

#### **STATUTORY FORM POWER OF ATTORNEY**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:**

**1. THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR AGENT THE POWER TO MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU. YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR YOURSELF.**

**2. THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.**



**3. THIS POWER OF ATTORNEY DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH CARE DECISIONS FOR YOU.**

**4. THE PERSON YOU DESIGNATE IN THIS DOCUMENT HAS A DUTY TO ACT CONSISTENT WITH YOUR DESIRES AS STATED IN THIS DOCUMENT OR OTHERWISE MADE KNOWN OR, IF YOUR DESIRES ARE UNKNOWN, TO ACT IN YOUR BEST INTERESTS.**

**5. YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT. UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE AGENT'S AUTHORITY WILL CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR THE AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.**

**6. YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.**

**7. THIS FORM PROVIDES FOR DESIGNATION OF ONE AGENT. IF YOU WISH TO NAME MORE THAN ONE AGENT YOU MAY NAME A CO-AGENT IN THE SPECIAL INSTRUCTIONS. CO-AGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.**

**8. IF YOUR AGENT IS UNABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER OF ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU MAY ALSO NAME A SECOND SUCCESSOR AGENT.**

**9. YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY GRANTED TO THE PERSON DESIGNATED IN THIS DOCUMENT.**

**10. THIS DOCUMENT REVOKES ANY PRIOR DURABLE POWER OF ATTORNEY.**

**11. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.**

**1. DESIGNATION OF AGENT.**

**I, .....,  
(insert your name) do hereby designate and appoint:**

**Name: .....**

**Address: .....**

**Telephone Number: .....**



*as my agent to make decisions for me and in my name, place and stead and for my use and benefit and to exercise the powers as authorized in this document.*

**2. DESIGNATION OF ALTERNATE AGENT.**

*(You are not required to designate any alternative agent but you may do so. Any alternative agent you designate will be able to make the same decisions as the agent designated above in the event that he or she is unable or unwilling to act as your agent. Also, if the agent designated in paragraph 1 is your spouse, his or her designation as your agent is automatically revoked by law if your marriage is dissolved.)*

*If my agent is unable or unwilling to act for me, then I designate the following person(s) to serve as my agent as authorized in this document, such person(s) to serve in the order listed below:*

**A. First Alternative Agent**

*Name:.....  
Address:.....  
Telephone Number:.....*

**B. Second Alternative Agent**

*Name:.....  
Address:.....  
Telephone Number:.....*

**3. OTHER POWERS OF ATTORNEY.**

*This Power of Attorney is intended to, and does, revoke any prior Power of Attorney for financial matters I have previously executed.*

**4. NOMINATION OF GUARDIAN.**

*If, after execution of this Power of Attorney, incompetency proceedings are initiated either for my estate or my person, I hereby nominate as my guardian or conservator for consideration by the court my agent herein named, in the order named.*

**5. GRANT OF GENERAL AUTHORITY.**

*I grant my agent and any successor agent(s) general authority to act for me with respect to the following subjects:*

*(INITIAL each subject you want to include in the agent’s general authority. If you wish to grant general authority over all of the subjects you may initial “All Preceding Subjects” instead of initialing each subject.)*



- [.....] Real Property*
- [.....] Tangible Personal Property*
- [.....] Stocks and Bonds*
- [.....] Commodities and Options*
- [.....] Banks and Other Financial Institutions*
- [.....] Safe Deposit Boxes*
- [.....] Operation of Entity or Business*
- [.....] Insurance and Annuities*
- [.....] Estates, Trusts and Other Beneficial Interests*
- [.....] Legal Affairs, Claims and Litigation*
- [.....] Personal Maintenance*
- [.....] Benefits from Governmental Programs or Civil or Military Service*
- [.....] Retirement Plans*
- [.....] Taxes*
- [.....] All Preceding Subjects*

**6. GRANT OF SPECIFIC AUTHORITY.**

*My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:*

*(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)*

- [.....] Create, amend, revoke or terminate an inter vivos, family, living, irrevocable or revocable trust*
- [.....] Make a gift, subject to the limitations of NRS and any special instructions in this Power of Attorney*
- [.....] Create or change rights of survivorship*
- [.....] Create or change a beneficiary designation*
- [.....] Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan*
- [.....] Exercise fiduciary powers that the principal has authority to delegate*
- [.....] Disclaim or refuse an interest in property, including a power of appointment*



**7. LIMITATION ON AGENT'S AUTHORITY.**

*An agent that is not my spouse MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.*

**8. SPECIAL INSTRUCTIONS OR OTHER OR ADDITIONAL AUTHORITY GRANTED TO AGENT:**

.....  
.....  
.....

**9. DURABILITY AND EFFECTIVE DATE. (INITIAL the clause(s) that applies.)**

*[.....] DURABLE. This Power of Attorney shall not be affected by my subsequent disability or incapacity.*

*[.....] SPRINGING POWER. It is my intention and direction that my designated agent, and any person or entity that my designated agent may transact business with on my behalf, may rely on a written medical opinion issued by a licensed medical doctor stating that I am disabled or incapacitated, and incapable of managing my affairs, and that said medical opinion shall establish whether or not I am under a disability for the purpose of establishing the authority of my designated agent to act in accordance with this Power of Attorney.*

*[.....] I wish to have this Power of Attorney become effective on the following date: .....*

*[.....] I wish to have this Power of Attorney end on the following date: .....*

**10. THIRD PARTY PROTECTION.**

*Third parties may rely upon the validity of this Power of Attorney or a copy and the representations of my agent as to all matters relating to any power granted to my agent, and no person or agency who relies upon the representation of my agent, or the authority granted by my agent, shall incur any liability to me or my estate as a result of permitting my agent to exercise any power unless a third party knows or has reason to know this Power of Attorney has terminated or is invalid.*

**11. RELEASE OF INFORMATION.**

*I agree to, authorize and allow full release of information, by any government agency, business, creditor or third party who may have information pertaining to my assets or income, to my agent named herein.*



**12. SIGNATURE AND ACKNOWLEDGMENT. YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY. THIS POWER OF ATTORNEY WILL NOT BE VALID UNLESS IT IS ACKNOWLEDGED BEFORE A NOTARY PUBLIC.**

*I sign my name to this Power of Attorney for Health Care on*  
..... (date) at ..... (city),  
..... (state)  
.....  
(Signature)

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

*(You may use acknowledgment before a notary public instead of the statement of witnesses.)*

State of Nevada }  
}ss.  
County of..... }

*On this ..... day of ....., in the year ....., before me, ..... (here insert name of notary public) personally appeared ..... (here insert name of principal) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.*

**NOTARY SEAL** .....  
(Signature of Notary Public)

**IMPORTANT INFORMATION FOR AGENT**

**1. Agent's Duties.** *When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the Power of Attorney is terminated or revoked. You must:*



*(a) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;*

*(b) Act in good faith;*

*(c) Do nothing beyond the authority granted in this Power of Attorney; and*

*(d) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:*

*(Principal's Name) by (Your Signature) as Agent*

*2. Unless the Special Instructions in this Power of Attorney state otherwise, you must also:*

*(a) Act loyally for the principal's benefit;*

*(b) Avoid conflicts that would impair your ability to act in the principal's best interest;*

*(c) Act with care, competence, and diligence;*

*(d) Keep a record of all receipts, disbursements and transactions made on behalf of the principal;*

*(e) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and*

*(f) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.*

*3. Termination of Agent's Authority. You must stop acting on behalf of the principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include:*

*(a) Death of the principal;*

*(b) The principal's revocation of the Power of Attorney or your authority;*

*(c) The occurrence of a termination event stated in the Power of Attorney;*

*(d) The purpose of the Power of Attorney is fully accomplished; or*

*(e) If you are married to the principal, your marriage is dissolved.*

*4. Liability of Agent. The meaning of the authority granted to you is defined in this chapter. If you violate this chapter or act outside the authority granted in this Power of Attorney, you may be liable for any damages caused by your violation.*





5. *If there is anything about this document or your duties that you do not understand, you should seek legal advice.*

**Sec. 57.** *Sections 57 to 73, inclusive, of this act apply to any power of attorney containing the authority to make health care decisions.*

**Sec. 58.** *As used in sections 57 to 73, inclusive, of this act, unless the context otherwise requires, the words and terms defined in sections 59 to 65, inclusive, of this act have the meanings ascribed to them in those sections.*

**Sec. 59.** *“Attending physician” means the physician who has primary responsibility for the treatment and care of the patient.*

**Sec. 60.** *“Declaration” means a writing executed in accordance with the requirements of NRS 449.600.*

**Sec. 61.** *“Health care facility” includes:*

1. *Any medical facility; and*
2. *Any facility for the dependent.*

**Sec. 62.** *“Life-sustaining treatment” means a medical procedure or intervention that, when administered to a patient, serves only to prolong the process of dying.*

**Sec. 63.** *“Provider of health care” has the meaning ascribed to it in NRS 629.031.*

**Sec. 64.** *“Qualified patient” means a patient, 18 years of age or older, who has executed a declaration and who has been determined by the attending physician to be in a terminal condition.*

**Sec. 65.** *“Terminal condition” means an incurable and irreversible condition that cannot be cured or modified by any known current medical therapy or treatment, and which, without the administration of life-sustaining treatment, will in the opinion of the attending physician result in death within a relatively short time period.*

**Sec. 66.** 1. *Any adult person may execute a power of attorney enabling the agent named in the power of attorney to make decisions concerning health care for the principal if that principal becomes incapable of giving informed consent concerning such decisions.*

2. *A power of attorney for health care must be signed by the principal. The principal’s signature on the power of attorney for health care must be:*

- (a) *Acknowledged before a notary public; or*
- (b) *Witnessed by two adult witnesses who know the principal personally.*

3. *Neither of the witnesses to a principal’s signature may be:*



- (a) *A provider of health care;*
- (b) *An employee of a provider of health care;*
- (c) *An operator of a health care facility;*
- (d) *An employee of a health care facility; or*
- (e) *The agent.*

4. *At least one of the witnesses to a principal's signature must be a person who is:*

- (a) *Not related to the principal by blood, marriage or adoption; and*
- (b) *To the best of the witnesses' knowledge, not entitled to any part of the estate of the principal upon the death of the principal.*

**Sec. 67.** 1. *In a power of attorney for health care, a principal may nominate a guardian of the principal's person for consideration by the court if guardianship proceedings for the principal's person are begun after the principal executes the power of attorney.*

2. *If, after a principal executes a power of attorney for health care, a court appoints a guardian of the principal's person, the power of attorney is terminated. The guardian shall follow any provisions contained in the power of attorney for health care delineating the principal's wishes for medical and end-of-life care.*

**Sec. 68.** 1. *A power of attorney for health care is effective when executed unless the principal provides in the power of attorney that it becomes effective at a future date or upon incapacity.*

2. *If a power of attorney for health care becomes effective upon the principal's incapacity, the power of attorney becomes effective upon a determination in a writing or other record by a physician, psychiatrist or licensed psychologist that the principal is incapacitated.*

3. *An agent named in the power of attorney for health care may act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and applicable regulations, to obtain a determination of incapacity.*

**Sec. 69.** 1. *A power of attorney for health care terminates when:*

- (a) *The principal dies;*
- (b) *The principal revokes the power of attorney;*
- (c) *The power of attorney includes a termination date; or*
- (d) *The principal revokes the agent's authority or the agent dies, becomes incapacitated or resigns, and the power of attorney*



*does not provide for another agent to act under the power of attorney.*

*2. An agent's authority under a power of attorney for health care terminates when:*

*(a) The principal revokes the authority;*

*(b) The agent dies, becomes incapacitated or resigns;*

*(c) An action is filed for the dissolution or annulment of the agent's marriage to the principal, unless the power of attorney otherwise provides; or*

*(d) The power of attorney includes a termination date.*

*3. Unless the power of attorney for health care otherwise provides, an agent's authority is exercisable until the authority terminates under subsection 2, notwithstanding a lapse of time since the execution of the power of attorney.*

*4. Termination of an agent's authority or of a power of attorney for health care is not effective as to the agent or another person that, without actual knowledge of the termination, acts in good faith under the power of attorney. An act so performed, unless otherwise invalid or unenforceable, binds the principal and the principal's successors in interest.*

*5. An execution of a power of attorney for health care automatically revokes any previous power of attorney to make health care decisions.*

*6. If a power of attorney for health care terminates while the principal is unable to make decisions concerning health care, the power of attorney for health care remains valid until the principal is again able to make such decisions.*

**Sec. 70.** *1. A principal may designate two or more persons to act as co-agents. Unless the power of attorney for health care otherwise provides, each co-agent may exercise its authority independently.*

*2. A principal may designate one or more successor agents to act if an agent resigns, dies, becomes incapacitated, is not qualified to serve or declines to serve. Unless the power of attorney for health care otherwise provides, a successor agent:*

*(a) Has the same authority as that granted to the original agent; and*

*(b) May not act until all predecessor agents have resigned, died, become incapacitated, are no longer qualified to serve or have declined to serve.*

**Sec. 71.** *1. Except as otherwise provided in subsection 2, a principal may not name as agent in a power of attorney for health care:*



- (a) *His provider of health care;*
- (b) *An employee of his provider of health care;*
- (c) *An operator of a health care facility; or*
- (d) *An employee of a health care facility.*

2. *A principal may name as agent any person identified in subsection 1 if that person is the spouse, legal guardian or next of kin of the principal.*

**Sec. 72.** *1. The agent may not consent to:*

(a) *Commitment or placement of the principal in a facility for treatment of mental illness;*

(b) *Convulsive treatment;*

(c) *Psychosurgery;*

(d) *Sterilization;*

(e) *Abortion;*

(f) *Aversive intervention, as that term is defined in NRS 449.766;*

(g) *Experimental medical, biomedical or behavioral treatment, or participation in any medical, biomedical or behavioral research program; or*

(h) *Any other treatment to which the principal, in the power of attorney for health care, states that the agent may not consent.*

2. *The agent must make decisions concerning the use or nonuse of life-sustaining treatment which conform to the known desires of the principal. The principal may make these desires known in the power of attorney for health care.*

**Sec. 73.** *The form of a power of attorney for health care must be substantially as follows:*

### **DURABLE POWER OF ATTORNEY FOR HEALTH CARE DECISIONS**

#### **WARNING TO PERSON EXECUTING THIS DOCUMENT**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY FOR HEALTH CARE. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:**

**1. THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR AGENT THE POWER TO MAKE HEALTH CARE DECISIONS FOR YOU. THIS POWER IS SUBJECT TO ANY LIMITATIONS OR STATEMENT OF YOUR DESIRES THAT YOU INCLUDE IN THIS DOCUMENT. THE POWER TO MAKE HEALTH CARE DECISIONS FOR**



**YOU MAY INCLUDE CONSENT, REFUSAL OF CONSENT OR WITHDRAWAL OF CONSENT TO ANY CARE, TREATMENT, SERVICE OR PROCEDURE TO MAINTAIN, DIAGNOSE OR TREAT A PHYSICAL OR MENTAL CONDITION. YOU MAY STATE IN THIS DOCUMENT ANY TYPES OF TREATMENT OR PLACEMENTS THAT YOU DO NOT DESIRE.**

**2. THE PERSON YOU DESIGNATE IN THIS DOCUMENT HAS A DUTY TO ACT CONSISTENT WITH YOUR DESIRES AS STATED IN THIS DOCUMENT OR OTHERWISE MADE KNOWN OR, IF YOUR DESIRES ARE UNKNOWN, TO ACT IN YOUR BEST INTERESTS.**

**3. EXCEPT AS YOU OTHERWISE SPECIFY IN THIS DOCUMENT, THE POWER OF THE PERSON YOU DESIGNATE TO MAKE HEALTH CARE DECISIONS FOR YOU MAY INCLUDE THE POWER TO CONSENT TO YOUR DOCTOR NOT GIVING TREATMENT OR STOPPING TREATMENT WHICH WOULD KEEP YOU ALIVE.**

**4. UNLESS YOU SPECIFY A SHORTER PERIOD IN THIS DOCUMENT, THIS POWER WILL EXIST INDEFINITELY FROM THE DATE YOU EXECUTE THIS DOCUMENT AND, IF YOU ARE UNABLE TO MAKE HEALTH CARE DECISIONS FOR YOURSELF, THIS POWER WILL CONTINUE TO EXIST UNTIL THE TIME WHEN YOU BECOME ABLE TO MAKE HEALTH CARE DECISIONS FOR YOURSELF.**

**5. NOTWITHSTANDING THIS DOCUMENT, YOU HAVE THE RIGHT TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOURSELF SO LONG AS YOU CAN GIVE INFORMED CONSENT WITH RESPECT TO THE PARTICULAR DECISION. IN ADDITION, NO TREATMENT MAY BE GIVEN TO YOU OVER YOUR OBJECTION, AND HEALTH CARE NECESSARY TO KEEP YOU ALIVE MAY NOT BE STOPPED IF YOU OBJECT.**

**6. YOU HAVE THE RIGHT TO REVOKE THE APPOINTMENT OF THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU BY NOTIFYING THAT PERSON OF THE REVOCATION ORALLY OR IN WRITING.**

**7. YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY GRANTED TO THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU BY NOTIFYING THE TREATING PHYSICIAN,**



**HOSPITAL OR OTHER PROVIDER OF HEALTH CARE ORALLY OR IN WRITING.**

**8. THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU HAS THE RIGHT TO EXAMINE YOUR MEDICAL RECORDS AND TO CONSENT TO THEIR DISCLOSURE UNLESS YOU LIMIT THIS RIGHT IN THIS DOCUMENT.**

**9. THIS DOCUMENT REVOKES ANY PRIOR DURABLE POWER OF ATTORNEY FOR HEALTH CARE.**

**10. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.**

**1. DESIGNATION OF HEALTH CARE AGENT.**

**I, .....,  
(insert your name) do hereby designate and appoint:**

**Name: .....  
Address: .....  
Telephone Number: .....**

*as my agent to make health care decisions for me as authorized in this document.*

*(Insert the name and address of the person you wish to designate as your agent to make health care decisions for you. Unless the person is also your spouse, legal guardian or the person most closely related to you by blood, none of the following may be designated as your agent: (1) your treating provider of health care; (2) an employee of your treating provider of health care; (3) an operator of a health care facility; or (4) an employee of an operator of a health care facility.)*

**2. CREATION OF DURABLE POWER OF ATTORNEY FOR HEALTH CARE.**

*By this document I intend to create a durable power of attorney by appointing the person designated above to make health care decisions for me. This power of attorney shall not be affected by my subsequent incapacity.*

**3. GENERAL STATEMENT OF AUTHORITY GRANTED.**

*In the event that I am incapable of giving informed consent with respect to health care decisions, I hereby grant to the agent named above full power and authority: to make health care decisions for me before or after my death, including consent, refusal of consent or withdrawal of consent to any care, treatment,*



*service or procedure to maintain, diagnose or treat a physical or mental condition; to request, review and receive any information, verbal or written, regarding my physical or mental health, including, without limitation, medical and hospital records; to execute on my behalf any releases or other documents that may be required to obtain medical care and/or medical and hospital records, EXCEPT any power to enter into any arbitration agreements or execute any arbitration clauses in connection with admission to any health care facility including any skilled nursing facility; and subject only to the limitations and special provisions, if any, set forth in paragraph 4 or 6.*

**4. SPECIAL PROVISIONS AND LIMITATIONS.**

*(Your agent is not permitted to consent to any of the following: commitment to or placement in a mental health treatment facility, convulsive treatment, psychosurgery, sterilization or abortion. If there are any other types of treatment or placement that you do not want your agent's authority to give consent for or other restrictions you wish to place on his or her agent's authority, you should list them in the space below. If you do not write any limitations, your agent will have the broad powers to make health care decisions on your behalf which are set forth in paragraph 3, except to the extent that there are limits provided by law.)*

*In exercising the authority under this durable power of attorney for health care, the authority of my agent is subject to the following special provisions and limitations:*

.....  
.....  
.....  
.....

**5. DURATION.**

*I understand that this power of attorney will exist indefinitely from the date I execute this document unless I establish a shorter time. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent will continue to exist until the time when I become able to make health care decisions for myself.*

**(IF APPLICABLE)**

*I wish to have this power of attorney end on the following date: .....*



**6. STATEMENT OF DESIRES.**

*(With respect to decisions to withhold or withdraw life-sustaining treatment, your agent must make health care decisions that are consistent with your known desires. You can, but are not required to, indicate your desires below. If your desires are unknown, your agent has the duty to act in your best interests; and, under some circumstances, a judicial proceeding may be necessary so that a court can determine the health care decision that is in your best interests. If you wish to indicate your desires, you may INITIAL the statement or statements that reflect your desires and/or write your own statements in the space below.)*

*(If the statement reflects your desires, initial the box next to the statement.)*

*1. I desire that my life be prolonged to the greatest extent possible, without regard to my condition, the chances I have for recovery or long-term survival, or the cost of the procedures.*

*[ ..... ]*

*2. If I am in a coma which my doctors have reasonably concluded is irreversible, I desire that life-sustaining or prolonging treatments not be used. (Also should utilize provisions of NRS 449.535 to 449.690, inclusive, if this subparagraph is initialed.)*

*[ ..... ]*

*3. If I have an incurable or terminal condition or illness and no reasonable hope of long-term recovery or survival, I desire that life-sustaining or prolonging treatments not be used. (Also should utilize provisions of NRS 449.535 to 449.690, inclusive, if this subparagraph is initialed.)*

*[ ..... ]*





*4. Withholding or withdrawal of artificial nutrition and hydration may result in death by starvation or dehydration. I want to receive or continue receiving artificial nutrition and hydration by way of the gastrointestinal tract after all other treatment is withheld.*

[..... ]

*5. I do not desire treatment to be provided and/or continued if the burdens of the treatment outweigh the expected benefits. My agent is to consider the relief of suffering, the preservation or restoration of functioning, and the quality as well as the extent of the possible extension of my life.*

[..... ]

*(If you wish to change your answer, you may do so by drawing an "X" through the answer you do not want, and circling the answer you prefer.)*

*Other or Additional Statements of Desires:.....*

.....  
.....  
.....  
.....  
.....

**7. DESIGNATION OF ALTERNATE AGENT.**

*(You are not required to designate any alternative agent but you may do so. Any alternative agent you designate will be able to make the same health care decisions as the agent designated in paragraph 1, page 2, in the event that he or she is unable or unwilling to act as your agent. Also, if the agent designated in paragraph 1 is your spouse, his or her designation as your agent is automatically revoked by law if your marriage is dissolved.)*

*If the person designated in paragraph 1 as my agent is unable to make health care decisions for me, then I designate the following persons to serve as my agent to make health care decisions for me as authorized in this document, such persons to serve in the order listed below:*



**A. First Alternative Agent**

*Name: .....*  
*Address: .....*  
*Telephone Number: .....*

**B. Second Alternative Agent**

*Name: .....*  
*Address: .....*  
*Telephone Number: .....*

**8. PRIOR DESIGNATIONS REVOKED.**

*I revoke any prior durable power of attorney for health care.*

**9. WAIVER OF CONFLICT OF INTEREST.**

*If my designated agent is my spouse or is one of my children, then I waive any conflict of interest in carrying out the provisions of this Durable Power of Attorney for Health Care that said spouse or child may have by reason of the fact that he or she may be a beneficiary of my estate.*

**10. CHALLENGES.**

*If the legality of any provision of this Durable Power of Attorney for Health Care is questioned by my physician, my agent or a third party, then my agent is authorized to commence an action for declaratory judgment as to the legality of the provision in question. The cost of any such action is to be paid from my estate. This Durable Power of Attorney for Health Care must be construed and interpreted in accordance with the laws of the State of Nevada.*

**11. NOMINATION OF GUARDIAN.**

*If, after execution of this Durable Power of Attorney for Health Care, incompetency proceedings are initiated either for my estate or my person, I hereby nominate as my guardian or conservator for consideration by the court my agent herein named, in the order named.*

**12. RELEASE OF INFORMATION.**

*I agree to, authorize and allow full release of information by any government agency, medical provider, business, creditor or third party who may have information pertaining to my health care, to my agent named herein, pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and applicable regulations.*



**(YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY)**

*I sign my name to this Durable Power of Attorney for Health Care on*

..... (date) at ..... (city),  
..... (state)

.....  
(Signature)

**(THIS POWER OF ATTORNEY WILL NOT BE VALID FOR MAKING HEALTH CARE DECISIONS UNLESS IT IS EITHER (1) SIGNED BY AT LEAST TWO QUALIFIED WITNESSES WHO ARE PERSONALLY KNOWN TO YOU AND WHO ARE PRESENT WHEN YOU SIGN OR ACKNOWLEDGE YOUR SIGNATURE OR (2) ACKNOWLEDGED BEFORE A NOTARY PUBLIC.)**

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

*(You may use acknowledgment before a notary public instead of the statement of witnesses.)*

State of Nevada }  
}ss.  
County of..... }

*On this..... day of....., in the year..., before me,..... (here insert name of notary public) personally appeared..... (here insert name of principal) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.*

**NOTARY SEAL**

.....  
(Signature of Notary Public)



**STATEMENT OF WITNESSES**

*(You should carefully read and follow this witnessing procedure. This document will not be valid unless you comply with the witnessing procedure. If you elect to use witnesses instead of having this document notarized, you must use two qualified adult witnesses. None of the following may be used as a witness: (1) a person you designate as the agent; (2) a provider of health care; (3) an employee of a provider of health care; (4) the operator of a health care facility; or (5) an employee of an operator of a health care facility. At least one of the witnesses must make the additional declaration set out following the place where the witnesses sign.)*

*I declare under penalty of perjury that the principal is personally known to me, that the principal signed or acknowledged this durable power of attorney in my presence, that the principal appears to be of sound mind and under no duress, fraud or undue influence, that I am not the person appointed as agent by this document and that I am not a provider of health care, an employee of a provider of health care, the operator of a community care facility or an employee of an operator of a health care facility.*

*Signature: ..... Residence Address: .....  
Print Name: .....  
Date: .....*

*Signature: ..... Residence Address: .....  
Print Name: .....  
Date: .....*

**(AT LEAST ONE OF THE ABOVE WITNESSES MUST ALSO SIGN THE FOLLOWING DECLARATION.)**

*I declare under penalty of perjury that I am not related to the principal by blood, marriage or adoption and that to the best of my knowledge, I am not entitled to any part of the estate of the principal upon the death of the principal under a will now existing or by operation of law.*



Signature: .....

Signature: .....

Names: ..... Address: .....

Print Name: ..... .....

Date: ..... .....

**COPIES:** *You should retain an executed copy of this document and give one to your agent. The power of attorney should be available so a copy may be given to your providers of health care.*

**Sec. 74.** *In applying and construing this chapter, consideration must be given to the need to promote uniformity of the law with respect to its subject matter among the states that enact it.*

**Sec. 75.** *This chapter modifies, limits and supersedes the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq., but does not modify, limit or supersede section 101(c) of that Act, 15 U.S.C. § 7001(c), or authorize electronic delivery of any of the notices described in section 103(b) of that Act, 15 U.S.C. § 7003(b).*

**Sec. 76.** NRS 200.495 is hereby amended to read as follows:

200.495 1. A professional caretaker who fails to provide such service, care or supervision as is reasonable and necessary to maintain the health or safety of a patient is guilty of criminal neglect of a patient if:

- (a) The act or omission is aggravated, reckless or gross;
- (b) The act or omission is such a departure from what would be the conduct of an ordinarily prudent, careful person under the same circumstances that it is contrary to a proper regard for danger to human life or constitutes indifference to the resulting consequences;
- (c) The consequences of the negligent act or omission could have reasonably been foreseen; and
- (d) The danger to human life was not the result of inattention, mistaken judgment or misadventure, but the natural and probable result of an aggravated reckless or grossly negligent act or omission.

2. Unless a more severe penalty is prescribed by law for the act or omission which brings about the neglect, a person who commits criminal neglect of a patient:

- (a) If the neglect results in death, is guilty of a category B felony and shall be punished by imprisonment in the state prison for a



minimum term of not less than 1 year and a maximum term of not more than 20 years.

(b) If the neglect results in substantial bodily harm, is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 6 years, or by a fine of not more than \$5,000, or by both fine and imprisonment.

(c) If the neglect does not result in death or substantial bodily harm, is guilty of a gross misdemeanor.

3. For the purposes of this section, a patient is not neglected for the sole reason that:

(a) According to his desire, he is being furnished with treatment by spiritual means through prayer alone in accordance with the tenets and practices of a church or religious denomination. Subsection 1 does not authorize or require any medical care or treatment over the implied or express objection of such a patient.

(b) Life-sustaining treatment was withheld or withdrawn in accordance with a valid declaration by the patient or his ~~attorney-in-fact~~ **agent** pursuant to ~~[NRS 449.810.]~~ **section 66 of this act.**

4. Upon the conviction of a person for a violation of the provisions of subsection 1, the Attorney General shall give notice of the conviction to the licensing boards which:

(a) Licensed the facility in which the criminal neglect occurred; and

(b) If applicable, licensed the person so convicted.

5. As used in this section:

(a) "Medical facility" has the meaning ascribed to it in NRS 449.0151.

(b) "Patient" means a person who resides or receives health care in a medical facility.

(c) "Professional caretaker" means a person who:

(1) Holds a license, registration or permit issued pursuant to title 54 or chapter 449 of NRS;

(2) Is employed by, an agent of or under contract to perform services for, a medical facility; and

(3) Has responsibility to provide care to patients.

➤ The term does not include a person who is not involved in the day-to-day operation or management of a medical facility unless that person has actual knowledge of the criminal neglect of a patient and takes no action to cure such neglect.



**Sec. 77.** NRS 449.613 is hereby amended to read as follows:  
449.613 1. A declaration that designates another person to make decisions governing the withholding or withdrawal of life-sustaining treatment may, but need not, be in the following form:

**DECLARATION**

If I should have an incurable and irreversible condition that, without the administration of life-sustaining treatment, will, in the opinion of my attending physician, cause my death within a relatively short time, and I am no longer able to make decisions regarding my medical treatment, I appoint ..... or, if he or she is not reasonably available or is unwilling to serve, ....., to make decisions on my behalf regarding withholding or withdrawal of treatment that only prolongs the process of dying and is not necessary for my comfort or to alleviate pain, pursuant to NRS 449.535 to 449.690, inclusive. (If the person or persons I have so appointed are not reasonably available or are unwilling to serve, I direct my attending physician, pursuant to those sections, to withhold or withdraw treatment that only prolongs the process of dying and is not necessary for my comfort or to alleviate pain.)  
Strike language in parentheses if you do not desire it.

If you wish to include this statement in this declaration, you must INITIAL the statement in the box provided:

Withholding or withdrawal of artificial nutrition and hydration may result in death by starvation or dehydration. Initial this box if you want to receive or continue receiving artificial nutrition and hydration by way of the gastrointestinal tract after all other treatment is withheld pursuant to this declaration. [ ..... ]

Signed this ..... day of ....., .....

Signature.....  
Address .....



The declarant voluntarily signed this writing in my presence.

Witness .....  
Address .....

Witness .....  
Address .....

Name and address of each designee.

Name .....  
Address.....

2. The designation of an ~~[attorney in fact]~~ *agent* pursuant to ~~[NRS 111.460 or 449.800 to 449.860, inclusive,]~~ *sections 2 to 75, inclusive, of this act*, or the judicial appointment of a guardian, who is authorized to make decisions regarding the withholding or withdrawal of life-sustaining treatment, constitutes for the purpose of NRS 449.535 to 449.690, inclusive, a declaration designating another person to act for the declarant pursuant to subsection 1.

**Sec. 78.** NRS 449.905 is hereby amended to read as follows:

449.905 “Advance directive” means an advance directive for health care. The term includes:

1. A declaration governing the withholding or withdrawal of life-sustaining treatment as set forth in NRS 449.535 to 449.690, inclusive;
2. A durable power of attorney for health care ~~[decisions]~~ as set forth in ~~[NRS 449.800 to 449.860, inclusive;]~~ *sections 57 to 73, inclusive, of this act;* and
3. A do-not-resuscitate order as defined in NRS 450B.420.

**Sec. 79.** NRS 449.945 is hereby amended to read as follows:

449.945 1. The provisions of NRS 449.900 to 449.965, inclusive, do not require a provider of health care to inquire whether a patient has an advance directive registered on the Registry or to access the Registry to determine the terms of the advance directive.

2. A provider of health care who relies in good faith on the provisions of an advance directive retrieved from the Registry is immune from criminal and civil liability as set forth in:

(a) NRS 449.630, if the advance directive is a declaration governing the withholding or withdrawal of life-sustaining treatment executed pursuant to NRS 449.535 to 449.690, inclusive, or a durable power of attorney for health care ~~[decisions]~~ executed





pursuant to ~~[NRS 449.800 to 449.860, inclusive;]~~ *sections 57 to 73, inclusive, of this act;* or

(b) NRS 450B.540, if the advance directive is a do-not-resuscitate order as defined in NRS 450B.420.

**Sec. 80.** NRS 450B.440 is hereby amended to read as follows:

450B.440 "Health care facility" has the meaning ascribed to it in ~~[NRS 449.800.]~~ *section 61 of this act.*

**Sec. 81.** NRS 450B.520 is hereby amended to read as follows:

450B.520 Except as otherwise provided in NRS 450B.525:

1. A qualified patient may apply to the health authority for a do-not-resuscitate identification by submitting an application on a form provided by the health authority. To obtain a do-not-resuscitate identification, the patient must comply with the requirements prescribed by the board and sign a form which states that he has informed each member of his family within the first degree of consanguinity or affinity, whose whereabouts are known to him, or if no such members are living, his legal guardian, if any, or if he has no such members living and has no legal guardian, his caretaker, if any, of his decision to apply for an identification.

2. An application must include, without limitation:

(a) Certification by the patient's attending physician that the patient suffers from a terminal condition;

(b) Certification by the patient's attending physician that the patient is capable of making an informed decision or, when he was capable of making an informed decision:

(1) He executed:

(I) A written directive that life-resuscitating treatment be withheld under certain circumstances; or

(II) A durable power of attorney for health care ~~[decisions]~~ pursuant to ~~[NRS 449.800 to 449.860, inclusive;]~~ *sections 57 to 73, inclusive, of this act;* or

(2) He was issued a do-not-resuscitate order pursuant to NRS 450B.510;

(c) A statement that the patient does not wish that life-resuscitating treatment be undertaken in the event of a cardiac or respiratory arrest;

(d) The name, signature and telephone number of the patient's attending physician; and

(e) The name and signature of the patient or the ~~[attorney-in-fact or]~~ agent who is authorized to make health care decisions on the patient's behalf pursuant to a durable power of attorney for health care decisions.



**Sec. 82.** NRS 451.595 is hereby amended to read as follows:  
451.595 1. As used in this section:

(a) "Advance health-care directive" means a power of attorney for health care or other record signed by a prospective donor, or executed in the manner set forth in ~~NRS 449.840,~~ *section 66 of this act*, containing the prospective donor's direction concerning a health-care decision for the prospective donor.

(b) "Declaration" means a record signed by a prospective donor, or executed as set forth in NRS 449.600, specifying the circumstances under which life-sustaining treatment may be withheld or withdrawn from the prospective donor.

(c) "Health-care decision" means any decision made regarding the health care of the prospective donor.

2. If a prospective donor has a declaration or advance health-care directive and the terms of the declaration or advance health-care directive and the express or implied terms of the potential anatomical gift are in conflict concerning the administration of measures necessary to ensure the medical suitability of a part for transplantation or therapy:

(a) The attending physician of the prospective donor shall confer with the prospective donor to resolve the conflict or, if the prospective donor is incapable of resolving the conflict, with:

(1) An agent acting under the declaration or advance health-care directive of the prospective donor; or

(2) If an agent is not named in the declaration or advance health-care directive or the agent is not reasonably available, any other person authorized by law, other than by a provision of NRS 451.500 to 451.598, inclusive, to make a health-care decision for the prospective donor.

(b) The conflict must be resolved as expeditiously as practicable.

(c) Information relevant to the resolution of the conflict may be obtained from the appropriate procurement organization and any other person authorized to make an anatomical gift of the prospective donor's body or part under NRS 451.556.

(d) Before the resolution of the conflict, measures necessary to ensure the medical suitability of the part may not be withheld or withdrawn from the prospective donor, if withholding or withdrawing the measures is not medically contraindicated for the appropriate treatment of the prospective donor at the end of his life.

**Sec. 83.** NRS 457.020 is hereby amended to read as follows:

457.020 As used in this chapter, unless the context requires otherwise:



1. "Cancer" means all malignant neoplasms, regardless of the tissue of origin, including malignant lymphoma and leukemia.

2. "Health care facility" has the meaning ascribed to it in ~~NRS 449.800~~ *section 61 of this act* and also includes freestanding facilities for plastic reconstructive, oral and maxillofacial surgery.

3. "Health Division" means the Health Division of the Department of Health and Human Services.

**Sec. 84.** NRS 631.313 is hereby amended to read as follows:

631.313 1. A licensed dentist may assign to a person in his employ who is a dental hygienist, dental assistant or other person directly or indirectly involved in the provision of dental care only such intraoral tasks as may be permitted by a regulation of the Board or by the provisions of this chapter.

2. The performance of these tasks must be:

(a) If performed by a dental assistant or a person, other than a dental hygienist, who is directly or indirectly involved in the provision of dental care, under the supervision of the licensed dentist who made the assignment.

(b) If performed by a dental hygienist, authorized by the licensed dentist of the patient for whom the tasks will be performed, except as otherwise provided in NRS 631.287.

3. No such assignment is permitted that requires:

(a) The diagnosis, treatment planning, prescribing of drugs or medicaments, or authorizing the use of restorative, prosthodontic or orthodontic appliances.

(b) Surgery on hard or soft tissues within the oral cavity or any other intraoral procedure that may contribute to or result in an irremediable alteration of the oral anatomy.

(c) The administration of general anesthesia, conscious sedation or deep sedation except as otherwise authorized by regulations adopted by the Board.

(d) The performance of a task outside the authorized scope of practice of the employee who is being assigned the task.

4. A dental hygienist may, pursuant to regulations adopted by the Board, administer local anesthesia or nitrous oxide in a health care facility, as defined in ~~NRS 449.800,~~ *section 61 of this act*, if:

(a) He is so authorized by the licensed dentist of the patient to whom the local anesthesia or nitrous oxide is administered; and

(b) The health care facility has licensed medical personnel and necessary emergency supplies and equipment available when the local anesthesia or nitrous oxide is administered.



**Sec. 85.** NRS 639.0155 is hereby amended to read as follows:  
639.0155 “Wholesale distribution” means the distribution of drugs to persons other than consumers or patients, but does not include:

1. Sales within a company.
2. The purchase or other acquisition of a drug by a health care facility or a pharmacy that is a member of a purchasing organization.
3. The sale, purchase or trade of a drug or an offer to sell, purchase or trade a drug:
  - (a) By a charitable organization, as defined by section 501(c)(3) of the Internal Revenue Code of 1954 , ~~§~~ 26 U.S.C. § 501(c)(3) , ~~§~~ to a nonprofit affiliate of the organization.
  - (b) Between health care facilities or pharmacies that are under common control.
  - (c) For emergency medical reasons.
  - (d) Pursuant to a prescription.
4. A transfer of drugs, in an amount not to exceed 5 percent of the total annual sales, by a retail pharmacy to another retail pharmacy to alleviate a temporary shortage.
5. The distribution of drug samples by a representative of the manufacturer or distributor.
6. The sale, purchase or exchange of blood or blood components for transfusions.

↪ As used in this section, “health care facility” has the meaning ascribed to it in ~~[NRS 449.800.]~~ *section 61 of this act.*

**Sec. 86.** NRS 111.450, 111.460, 111.470, 449.800, 449.810, 449.820, 449.830, 449.840, 449.850 and 449.860 are hereby repealed.

**Sec. 87.** Except as otherwise provided in this act:

1. This act applies to a power of attorney created before, on or after October 1, 2009.
2. This act applies to a judicial proceeding concerning a power of attorney commenced on or after October 1, 2009.
3. This act applies to a judicial proceeding concerning a power of attorney commenced before October 1, 2009, unless the court finds that the application of a provision of this act would substantially interfere with the effective conduct of the judicial proceeding or prejudice the rights of a party, in which case that provision does not apply and the superseded law applies.
4. An act done before October 1, 2009, is not affected by this act.

