

MALE

MARYLAND ADVANCE DIRECTIVE:

I, _____, residing in _____ County, Maryland, do hereby declare this document to serve as my Advance Directive, including the appointment of my health care agent and instructions regarding health care decisions. Any prior Advance Directives or appointment of health care agents executed by me prior hereto are revoked.

PART I: SELECTION OF HEALTH CARE AGENT

A. Selection of Primary Agent

I select the following individual as my agent to make health care decision for me:

Name: _____

Address: _____

Telephone Numbers: _____

B. Selection of Back-up Agents

(Optional; form valid if left blank)

1. If my primary agent cannot be contacted in time or for any reason is unavailable or unable or unwilling to act as my agent, then I select the following person to act in this capacity:

Name: _____

Address: _____

Telephone Numbers: _____

2. If my primary agent and my first back-up agent cannot be contacted in time or for any reason are unavailable or unable or unwilling to act as my agent, then I select the following person to act in this capacity:

Name: _____

Address: _____

Telephone Numbers: _____

C. Powers and Right of Health Care Agent

I want my agent to have full power to make health care decisions for me, including the power to:

1. Consent or not to medical procedures and treatments which my doctors offer, including things that are intended to keep me alive, like ventilators and feeding tubes;

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2. Decide who my doctor and other health care providers should be; and
3. Decide where I should be treated, including whether I should be in a hospital, nursing home, other medical care facility, or hospice program.
4. I also want my agent to:
 - a. Ride with me in an ambulance if ever I need to be rushed to the hospital; and
 - b. Be able to visit me if I am in a hospital or any other health care facility.

D. How my Agent is to Decide Specific Issues

I trust my agent's judgment. My agent should look first to see if there is anything in Part II of this advance directive that helps decide the issue. Then, my agent should think about the conversations we have had, my religious and other beliefs and values, my personality, and how I handled medical and other important issues in the past. If what I would decide is still unclear, then my agent is to make decisions for me that my agent believes are in my best interest. In doing so, my agent should consider the benefits, burdens, and risks of the choices presented by my doctors.

E. People My Agent Should Consult
(Optional; form valid if left blank)

In making important decision on my behalf, I encourage my agent to consult with the following people. By filling this in, I do not intend to limit the number of people with whom my agent might want to consult or my agent's power to make decisions.

Name(s)	Telephone Number(s):
_____	_____
_____	_____
_____	_____

F. Access to my Health Information – Federal Privacy Law (HIPAA) Authorization

1. If, prior to the time the person selected as my agent has power to act under this document, my doctor wants to discuss with that person my capacity to make my own health care decisions, I authorize my doctor to disclose protected health information which relates to that issue.
2. Once my agent has full power to act under this document, my agent may request, receive, and review any information, oral or written, regarding my physical or mental health, including, but not limited to, medical and hospital records and other protected health information, and consent to disclosure of this information.

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3. For all purposes related to this document, my agent is my personal representative under the Health Insurance Portability and Accountability Act (HIPAA). My agent may sign, as my personal representative, any release forms or other HIPAA-related materials.

G. Effectiveness of this Part

(Read both of these statements carefully. Then, initial **one** only.)

My agent's power is in effect:

_____ 1. Immediately after I sign this document, subject to my right to make any decision about my health care if I want and am able to.

OR

_____ 2. Whenever I am not able to make informed decisions about my health care, either because the doctor in charge of my care (attending physician) decides that I have lost this ability **temporarily**, or my attending physician and a consulting doctor agree that I have lost this ability **permanently**.

PART II: TREATMENT PREFERENCES ("LIVING WILL")

A. Statement of Goals and Values

(Optional: Form valid if left blank)

I want to say something about my goals and values, and especially what's most important to me during the last part of my life:

B. Preference in Case of Terminal Condition

(If you want to state what your preference is, initial **one** only. If you do not want to state a preference here, cross through the whole section.)

If my doctors certify that my death from a terminal condition is imminent, even if life sustaining procedures are used:

_____ 1. Keep me comfortable and allow natural death to occur. I do not want any medical interventions used to try to extend my life. I do not want to receive nutrition and fluids by tube or other medical means.

OR

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____ 2. Keep me comfortable and allow natural death to occur. I do not want medical interventions used to try to extend my life. If I am unable to take enough nourishment by mouth, I want to receive nutrition and fluids by tube or other medical means.

OR

____ 3. Try to extend my life for as long as possible, using all available interventions that in reasonable medical judgment would prevent or delay my death. If I am unable to take enough nourishment by mouth, I want to receive nutrition and fluids by tube or other medical means.

C. Preference in Case of Persistent Vegetative State

(If you want to state what your preferences is, initial one only. If you do not want to state a preference here, cross through the whole section.)

If my doctors certify that I am in a persistent vegetative state, that is, if I am not conscious and am not aware of myself or my environment or able to interact with others, and there is no reasonable expectation that I will ever regain consciousness:

____ 1. Keep me comfortable and allow natural death to occur. I do not want any medical interventions used to try to extend my life. I do not want to receive nutrition and fluids by tube or other medical means.

OR

____ 2. Keep me comfortable and allow natural death to occur. I do not want medical interventions used to try to extend my life. If I am unable to take enough nourishment by mouth, I want to receive nutrition and fluids by tube or other medical means.

OR

____ 3. Try to extend my life for as long as possible, using all available interventions that in reasonable medical judgment would prevent or delay my death. If I am unable to take enough nourishment by mouth, I want to receive nutrition and fluids by tube or other medical means.

D. Preference in Case of End-State Condition

(If you want to state what your preference is, initial **one** only. If you do not want to state a preference here, cross through the whole section.)

If my doctors certify that I am in an end-stage condition, that is, an incurable condition that will continue in its course until death and that has already resulted in loss of capacity and complete physical dependency:

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____ 1. Keep me comfortable and allow natural death to occur. I do not want any medical interventions used to try to extend my life. I do not want to receive nutrition and fluids by tube or other medical means.

OR

____ 2. Keep me comfortable and allow natural death to occur. I do not want medical interventions used to try to extend my life. If I am unable to take enough nourishment by mouth, I want to receive nutrition and fluids by tube or other medical means.

OR

____ 3. Try to extend my life for as long as possible, using all available interventions that in reasonable medical judgment would prevent or delay my death. If I am unable to take enough nourishment by mouth, I want to receive nutrition and fluids by tube or other medical means.

E. Pain Relief

No matter what my condition, give me the medicine or other treatment I need to relieve pain.

F. Effect of Stated Preferences

(Read both of these statements carefully. Then, initial **one** only.)

____ 1. I realize I cannot foresee everything that might happen after I can no longer decide for myself. My stated preferences are meant to guide whoever is making decisions on my behalf and my health care providers, but I authorize them to be flexible in applying these statements if they feel that doing so would be in my best interest.

OR

____ 2. I realize I cannot foresee everything that might happen after I can no longer decide for myself. Still I want whoever is making decisions on my behalf and my health care providers to follow my stated preferences exactly as written, even if they think that some alternative is better.

PART III: SIGNATURES AND WITNESSES

By signing below as the Declarant, I indicate that I am emotionally and mentally competent to make this advance directive and that I understand its purpose and effect. I also understand that this document replaces any similar advance directive I may have completed before this date.

Signature

Date

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The Declarant signed or acknowledged signing this document in my presence and, based upon personal observations, appears to be emotionally and mentally competent to make this advance directive.

Witness

Date

Telephone Number(s)

Witness

Date

Telephone Number(s)

AFTER MY DEATH

I, _____, declare that my wishes as specified below be honored after my death.

PART I: ORGAN DONATION

(Initial the ones that you want. Cross through any that you do not want.)

Upon my death I wish to donate:

_____ Any needed organs, tissues, or eyes.

_____ Only the following organs, tissues, or eyes: _____

I authorize the use of my organs, tissues, or eyes:

_____ For transplantation

_____ For therapy

_____ For research

_____ For medical education

_____ For any purpose authorized by law

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I understand that no vital organ, tissue, or eye may be removed for transplantation until after I have been pronounced dead. This document is not intended to change anything about my health care while I am still alive. After death, I authorize any appropriate support measures to maintain the viability for transplantation of my organs, tissues, and eyes until organ, tissue, and eye recovery has been completed. I understand that my estate will not be charged for any costs related to this donation.

PART II: DONATION OF BODY

_____ After any organ donation indicated in Part I, I wish my body to be donated for use in a medical study program.

PART III: DISPOSITION OF BODY AND FUNERAL ARRANGEMENTS

I want the following person to make decisions about the disposition of my body and my funeral arrangements: (Either initial the first or fill in the second.)

_____ The health care agent who I named in my advance directive.

OR

This person:

Name: _____

Address: _____

Telephone Number(s): _____

If I have written my wishes below, they should be followed. If not, the person I have named should decide based on conversations we have had, my religious or other beliefs and values, my personality, and how I reacted to other peoples' funeral arrangements. My wishes about the disposition of my body and my funeral arrangements are:

PART IV: SIGNATURE AND WITNESSES

By signing below, I indicate that I am emotionally and mentally competent to make this donation and that I understand the purpose and effect of this document.

Signature

Date

MALE

The Donor signed or acknowledged signing the foregoing document in my presence and, based upon personal observation, appears to be emotionally and mentally competent to make this donation.

Witness

Date

Telephone Number(s)

Witness

Date

Telephone Number(s)

SAMPLE-Please Consult Attorney

Maryland Medical Orders for Life-Sustaining Treatment (MOLST)

Patient's Last Name, First, Middle Initial

Date of Birth

 Male Female

This form includes medical orders for Emergency Medical Services (EMS) and other medical personnel regarding cardiopulmonary resuscitation and other life-sustaining treatment options for a specific patient. It is valid in all health care facilities and programs throughout Maryland. This order form shall be kept with other active medical orders in the patient's medical record. The physician, nurse practitioner (NP), or physician assistant (PA) must accurately and legibly complete the form and then sign and date it. The physician, NP, or PA shall select only 1 choice in Section 1 and only 1 choice in any of the other Sections that apply to this patient. If any of Sections 2-9 do not apply, leave them blank. A copy or the original of every completed MOLST form must be given to the patient or authorized decision maker within 48 hours of completion of the form or sooner if the patient is discharged or transferred.

CERTIFICATION FOR THE BASIS OF THESE ORDERS: Mark any and all that apply.

I hereby certify that these orders are entered as a result of a discussion with and the informed consent of:

- the patient; or
 the patient's health care agent as named in the patient's advance directive; or
 the patient's guardian of the person as per the authority granted by a court order; or
 the patient's surrogate as per the authority granted by the Health Care Decisions Act; or
 if the patient is a minor, the patient's legal guardian or another legally authorized adult.

Or, I hereby certify that these orders are based on:

- instructions in the patient's advance directive; or
 other legal authority in accordance with all provisions of the Health Care Decisions Act. All supporting documentation must be contained in the patient's medical records.

- Mark this line if the patient or authorized decision maker declines to discuss or is unable to make a decision about these treatments. **The patient's or authorized decision maker's participation in the preparation of the MOLST form is always voluntary.** If the patient or authorized decision maker has not limited care, except as otherwise provided by law, CPR will be attempted and other treatments will be given.

CPR (RESUSCITATION) STATUS: EMS providers must follow the *Maryland Medical Protocols for EMS Providers*.

Attempt CPR: If cardiac and/or pulmonary arrest occurs, attempt cardiopulmonary resuscitation (CPR). This will include any and all medical efforts that are indicated during arrest, including artificial ventilation and efforts to restore and/or stabilize cardiopulmonary function.
 [If the patient or authorized decision maker does not or cannot make any selection regarding CPR status, mark this option. Exceptions: If a valid advance directive declines CPR, CPR is medically ineffective, or there is some other legal basis for not attempting CPR, mark one of the "No CPR" options below.]

1 No CPR, Option A, Comprehensive Efforts to Prevent Arrest: Prior to arrest, administer all medications needed to stabilize the patient. If cardiac and/or pulmonary arrest occurs, do not attempt resuscitation (No CPR). Allow death to occur naturally.

Option A-1, Intubate: Comprehensive efforts may include intubation and artificial ventilation.

Option A-2, Do Not Intubate (DNI): Comprehensive efforts may include limited ventilatory support by CPAP or BiPAP, but do not intubate.

No CPR, Option B, Palliative and Supportive Care: Prior to arrest, provide passive oxygen for comfort and control any external bleeding. Prior to arrest, provide medications for pain relief as needed, but no other medications. Do not intubate or use CPAP or BiPAP. If cardiac and/or pulmonary arrest occurs, do not attempt resuscitation (No CPR). Allow death to occur naturally.

SIGNATURE OF PHYSICIAN, NURSE PRACTITIONER, OR PHYSICIAN ASSISTANT (Signature and date are required to validate order)

Practitioner's Signature

Print Practitioner's Name

Maryland License #

Phone Number

Date

INSTRUCTIONS

Completing the Form: The physician, NP, or PA shall select only 1 choice in Section 1 and only 1 choice in any of the other Sections that apply to this patient. If any of Sections 2-9 do not apply, leave them blank. Use Section 9 to document any other orders related to life-sustaining treatments. The order form is not valid until a physician, NP, or PA signs and dates it. Each page that contains orders must be signed and dated. A copy or the original of every completed MOLST form must be given to a competent patient or authorized decision maker within 48 hours of completion of the form or sooner if the patient is discharged or transferred.

Selecting CPR (Resuscitation) Status: EMS Option A-1 – Intubate, Option A-2 – Do Not Intubate, and Option B include a set of medical interventions. You cannot alter the set of interventions associated with any of these options and cannot override or alter the interventions with orders in Section 9.

No-CPR Option A: Comprehensive Efforts to Prevent Cardiac and/or Respiratory Arrest / DNR if Arrest – No CPR. This choice may be made either with or without intubation as a treatment option. Prior to arrest, all interventions allowed under *The Maryland Medical Protocols for EMS Providers*. Depending on the choice, intubation may or may not be utilized to try to prevent arrest. Otherwise, CPAP or BiPAP will be the only devices used for ventilatory assistance. In all cases, comfort measures will also be provided. No CPR if arrest occurs.

No-CPR Option B: Supportive Care Prior to Cardiac and/or Respiratory Arrest. DNR if Arrest Occurs – No CPR. Prior to arrest, interventions may include opening the airway by non-invasive means, providing passive oxygen, controlling external bleeding, positioning and other comfort measures, splinting, pain medications by orders obtained from a physician (e.g., by phone or electronically), and transport as appropriate. No CPR if arrest occurs.

The DNR A-1, DNR A-2 (DNI) and DNR B options will be authorized by this original order form, a copy or a fax of this form, or a bracelet or necklace with the DNR emblem. EMS providers or medical personnel who see these orders are to provide care in accordance with these orders and the applicable *Maryland Medical Protocols for EMS Providers*. Unless a subsequent order relating to resuscitation has been issued or unless the health care provider reasonably believes a DNR order has been revoked, every health care provider, facility, and program shall provide, withhold, or withdraw treatment according to these orders in case of a patient's impending cardiac or respiratory arrest.

Location of Form: The original or a copy of this form shall accompany patients when transferred or discharged from a facility or program. Health care facilities and programs shall maintain this order form (or a copy of it) with other active medical orders or in a section designated for MOLST and related documents in the patient's active medical record. At the patient's home, this form should be kept in a safe and readily available place and retrieved for responding EMS and health care providers before their arrival. The original, a copy, and a faxed MOLST form are all valid orders. There is no expiration date for the MOLST or EMS DNR orders in Maryland.

Reviewing the Form: These medical orders are based on this individual's current medical condition and wishes. Patients, their authorized decision makers and attending physicians, NPs, or PAs shall review and update, if appropriate, the MOLST orders **annually and whenever the patient is transferred between health care facilities or programs, is discharged, has a substantial change in health status, loses capacity to make health care decisions, or changes his or her wishes.**

Updating the Form: The MOLST form shall be voided and a new MOLST form prepared when there is a change to any of the orders. If modified, the physician, NP, or PA shall void the old form and complete, sign, and date a new MOLST form.

Voiding the Form: To void this medical order form, the physician, NP, or PA shall draw a diagonal line through the sheet, write "VOID" in large letters across the page, and sign and date below the line. A nurse may take a verbal order from a physician, NP, or PA to void the MOLST order form. Keep the voided order form in the patient's active or archived medical record.

Revoking the Form's DNR Order: In an emergency situation involving EMS providers, the DNR order in Section 1 may be revoked at any time by a competent patient's request for resuscitation made directly to responding EMS providers.

Bracelets and Necklaces: If desired, complete the paper form at the bottom of this page, cut out the bracelet portion below, and place it in a protective cover to wear around the wrist or neck or pinned to clothing. If a metal bracelet or necklace is desired, contact Medic Alert at 1-800-432-5378. Medic Alert requires a copy of this order along with an application to process the request.

How to Obtain This Form: Call 410-706-4367 or go to marylandmolst.org



Use of an EMS DNR bracelet is OPTIONAL and at the discretion of the patient or authorized decision maker. Print legibly, have physician, NP, or PA sign, cut off strip, fold, and insert in bracelet or necklace.

DNR A-1 Intubate DNR A-2 Do Not Intubate DNR B

Pt. Name _____ DOB _____

Practitioner Name _____ Date _____

Practitioner Signature _____ Phone _____

**MARYLAND STATUTORY FORM
PERSONAL FINANCIAL POWER OF ATTORNEY**

Important Information and Warning

You should be very careful in deciding whether or not to sign this document. The powers granted by you (the principal) in this document are broad and sweeping. This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). 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.

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.

You need not grant all of the powers listed below. If you choose to grant less than all of the listed powers, you may instead use a Maryland Statutory Form Limited Power of Attorney and mark on that Maryland Statutory Form Limited Power of Attorney which powers you intend to delegate to your attorney-in-fact (the agent) and which you do not want the agent to exercise.

This power of attorney becomes effective immediately unless you state otherwise in the special instructions.

You should obtain competent legal advice before you sign this power of attorney if you have any questions about the document or the authority you are granting to your agent.

Designation of Agent

This section of the form provides for designation of one agent.

I, _____

Name the following person as my agent:

Name of agent: _____

Agent's address: _____

Agent's telephone number: _____

Designation of Successor Agent(s) (Optional)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of successor agent: _____

Successor agent's address: _____

Successor agent's telephone number: _____

Grant of General Authority

I, _____, (“the principal”) grant my agent and any successor agent, with respect to each subject listed below, the authority to do all acts that I could do to:

- (1) Contract with another 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;
- (2) Execute, acknowledge, seal, deliver, file, or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction;
- (3) Seek on the principal’s behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney;
- (4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or 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) Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;
- (6) Prepare, execute, and file a record, report, or other document to safeguard or promote the principal’s interest under a statute or regulation and communicate with representatives or employees of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal; and
- (7) Do lawful acts with respect to the subject and all property related to the subject.

Subjects and Authority

My agent’s authority shall include the authority to act as stated below with regard to each of the following subjects:

Real property. With respect to this subject, I authorize my agent to: demand, buy, sell, convey, 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; 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, including a reverse mortgage; 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 that exists or is asserted; and 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.

Stocks and bonds. With respect to this subject, I authorize my agent to: buy, sell, and exchange stocks and bonds; establish, continue, modify, or terminate an account with respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal; receive certificates and other evidences of ownership with respect to stocks and bonds; 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.

Banks and other financial institutions. With respect to this subject, I authorize my agent to: continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal; 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; contract for services available from a financial institution, including renting a safe deposit box or space in a vault; withdraw, by check, money order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution; receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them; enter a safe deposit box or vault and withdraw or add to the contents; 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; 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 apply for, receive, and use credit cards and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution.

Insurance and annuities. With respect to this subject, I authorize my agent to: 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 that insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract; procure new, different, and additional contracts of insurance and annuities for the principal and select the amount, type of insurance or annuity, and mode of payment; pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent; apply for and receive a loan secured by a contract of insurance or annuity; surrender and receive the cash surrender value on a contract of insurance or annuity; exercise an election; exercise investment powers available under a contract of insurance or annuity; change the manner of paying premiums on a contract of insurance or annuity; 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; 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; collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity; select the form and timing of the payment of proceeds from a contract of insurance or annuity; 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 the proceeds or liability from the contract of insurance or annuity accruing by reason of the tax or assessment.

Claims and litigation. With respect to this subject, I authorize my agent to: 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; 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 that affects an interest of the principal in property or other thing of value; pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation; and receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

Benefits from governmental programs or civil or military service (including any benefit, program, or assistance provided under a statute or regulation including Social Security, Medicare, and Medicaid). With respect to this subject, I authorize my agent to: 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; enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program; 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; initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning a benefit or assistance the principal may be entitled to receive under a statute or regulation; and receive the financial proceeds of a claim described above and conserve, invest, disburse, or use for a lawful purpose anything so received.

Retirement plans (including 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). (1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement account under Internal Revenue Code Section 408(a), 26 U.S.C. § 408(a); (3) a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. § 408(q); (4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. § 403(b); (5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a); (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b); and (7) a nonqualified deferred compensation plan under Internal Revenue Code Section 409(a), 26 U.S.C. § 409(a) – with respect to this subject, I authorize my agent to: select the form and timing of payments under a retirement plan and withdraw benefits from a plan; make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another; establish a retirement plan in the principal's name; make contributions to a retirement plan; exercise investment powers available under a retirement plan; borrow from, sell assets to, or purchase assets from a retirement plan. I recognize that granting my agent the authority to create or change a beneficiary designation for a retirement plan may affect the benefits that I may receive if that authority is exercised. If I grant my agent the authority to designate the agent, the agent's

spouse, or a dependent of the agent as a beneficiary of a retirement plan, the grant may constitute a taxable gift by me and may make the property subject to that authority taxable as a part of the agent's estate. Therefore, **if I wish to authorize my agent to create or change a beneficiary designation for any retirement plan, and in particular if I wish to authorize the agent to designate as my beneficiary the agent, the agent's spouse, or a dependent of the agent, I will explicitly state this authority in the Special Instructions section that follows or in a separate power of attorney.**

Taxes. With respect to this subject, I authorize my agent to: 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 other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032(a), 26 U.S.C. § 2032(a), closing agreements, and other powers of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and the following 25 tax years; pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the internal revenue service or other taxing authority; exercise elections available to the principal under federal, state, local, or foreign tax law; and act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

Special Instructions

By execution of this power of attorney, I hereby expressly REVOKE any previously executed powers of attorney effective as of the day and year set forth herein.

Powers Supplemental. The following powers are in addition to, and not in lieu, or limitation of, the powers set forth herein.

My agent's authority shall include the authority to act as stated below with regard to each of the following subjects:

Subjects and Authority

Real Property. With respect to this subject I authorize my Agent to:

- (1) Partition, subdivide or enter upon any such real property;
- (2) Improve and develop any and all interests in any such real property (freehold or leasehold); to manage, repair, rebuild, reconstruct or replace any improvements on such real property and any and all personal and household articles, furnishings and effects or other tangible personal property;
- (3) Negotiate, make, execute and deliver any and all contracts, leases, deeds, mortgages, assignments, bills of sale, receipts, releases or other discharges and any and all other written instruments in my name which may be necessary or desirable in connection with the foregoing powers and all of those hereinafter set forth; and

- (4) Otherwise deal with any of my real property or the proceeds therefrom as fully and completely as I might or could do.

Stocks and Bonds. With respect to this subject, I authorize my agent to:

- (1) Appear, vote and otherwise act as my proxy in respect to any such shares of stock, bonds, debentures or other securities or investments having voting rights (all such securities and investments being hereinafter designated "my Securities") at any meeting or meetings of security holders, and for such purposes to sign and execute any proxies or other instruments, enter into voting trusts, and consent to limitations on the right to vote; and
- (2) Make, execute and deliver stock powers or assignments of any of my Securities and to exercise or otherwise deal with any stock rights, options, warrants or fractional shares issued in respect of any of my Securities.
- (3) Exercise any powers set forth herein pertaining to Stocks and Bonds for any of my Securities.

Benefits from Employment. With respect to this subject, I authorize my agent to prepare, execute, file and prosecute any claim I may have for any benefit or assistance, financial or otherwise, to which I am, or claim, to be entitled with respect to my employment by any individual, firm, partnership, or corporation which is, or was, my employer, including (but not limited to) Social Security benefits or Civil Service payments.

Business Interests. With respect to this subject, I authorize my agent to carry on, engage in, reorganize and in any other way, to participate fully in any business or businesses (whether corporate or otherwise) which I may own or in which I may have an interest at any time.

Borrowing and Mortgaging. With respect to this subject, I authorize my agent to borrow or lend from time to time such sums of money or other property on such terms as my said Agent may think advisable or expedient for or in relation to any of the powers herein set forth, with or without security, and for such purposes to give, execute, acknowledge, deliver or receive such notes, bonds, mortgages and agreements as my said Agent may deem necessary or proper in connection therewith.

Disclaimers. With respect to this subject, I authorize my agent to disclaim any asset, power of appointment or other interest in property to which I am or may become entitled.

Employees. With respect to this subject, I authorize my agent to engage, employ, supervise, dismiss and discharge such investment counsel, Agents-at-law, accountants, physicians, nurses, home companions, aides, agents, servants, employees or other persons in connection with any of my personal or business affairs or in connection with and for the maintenance or support of those of my family who, in my Agent's judgment, may be or become financially dependent upon me, or otherwise with respect to the performance of any and all of the powers herein conferred as my said Agent shall deem necessary or advisable; and with respect to the employment of any such investment counsel, to delegate to such counsel full discretionary powers concerning investment recommendations and changes.

Fiduciary Powers and Duties. With respect to this subject, I authorize my agent to:

- (1) Exercise any powers and any duties conferred or imposed upon me, whether solely or jointly with any other or others, either as executor, personal representative, or trustee, or in any other fiduciary capacity, to the extent that any such powers or duties are capable of being validly delegated; and
- (2) Create and/or fund a revocable trust on my behalf.

Gifts. With respect to this subject, I authorize my agent to make such gifts to any members of my family, whether by blood or marriage, of such type and kind and in such amounts as, in the judgment of my Agent, shall be consistent with a pattern of giving or an intention established and evidenced by me prior to the time of my incapacity.

Government Matters; Permits and Licensing. With respect to this subject, I authorize my agent to:

- (1) Apply, request or inquire on my behalf to any agency, department, branch, division or subdivision of the Federal government or any state or local government, with respect to any permit, license, certificate, claim, entitlement or other matter in which I may have any interest;
- (2) Execute and deliver any documents or instruments, and make any and all decisions in connection therewith; and
- (3) Receive, receipt for or otherwise accept any such permit, license, certificate, payment or other matter forthcoming from any such governmental authority.

Investment of Proceeds. With respect to this subject, I authorize my agent to deposit the proceeds of any sales, assignments, mortgages, hypothecations, transfers or other dispositions, in my name or in the name of my said Agent in any one or more banks, banking institutions, savings and loan associations or other financial institutions.

Motor Vehicles. With respect to this subject, I authorize my agent to:

- (1) Sell, apply for a Certificate of Title upon, or endorse and transfer title to any automobile, truck, van, motorcycle or other motor vehicle; and
- (2) Represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances, except those specifically set forth in the transfer assignment.

Power to Acquire and Sell. With respect to this subject, I authorize my agent to acquire, purchase, exchange, lease, bargain, contract, grant options to acquire and sell real and personal property, tangible or intangible, or interests therein, on such terms and conditions as my Agent deems proper.

Secured Transactions. With respect to this subject, I authorize my agent to:

- (1) receive every sum of money which is now or shall later be due or belonging to me by virtue of any mortgage or other security instrument; and

- (2) Execute, acknowledge and deliver a sufficient release or other discharge of such mortgage or other security instrument by deed or otherwise, as my Agent deems advisable, upon receipt of the full amount secured, or upon final payment of any settlement or compromise made.

Settlements and Compromises. With respect to this subject, I authorize my agent to:

- (1) Compromise with any person or to make allowance for any debt or demand which is now or shall later become due and payable to me;
- (2) Receive any compensation or dividend thereon; to execute and deliver releases or other discharges for the whole of such debts or demands; and
- (3) Submit to arbitration any such debt or demand as my Agent deems advisable, and for that purpose to enter into, execute and deliver bonds of arbitration or other instruments.

Effective Date

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

Signature and Acknowledgment

_____ Date

State of Maryland, County of Calvert, to-wit:

This document was acknowledged before me on the ____ day of _____, 20__, by _____ to be his/her act.

_____ (seal, if any)

Signature of notary

My commission expires: _____

Witness Attestation

The foregoing power of attorney was, on the date written above, published and declared by _____ in our presence to be his/her power of attorney. We, in his/her presence and at her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

Witness Name:

Address

Phone Number

Witness Name:

Address

Phone Number

SAMPLE - Please Consult Attorney

Beneficiary Designation For Vehicle Title

See Instructions on Reverse

TRANSFER UPON DEATH
 Use this form if sole owner of a vehicle wants to designate a beneficiary.

VEHICLE INFORMATION

Maryland Title Number	Year	Make	Vehicle Identification Number
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OWNER INFORMATION

Name of Owner:	First	Middle	Last
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Owner's Driver License / Soundex Number	Date of Birth
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Address:

County	City	State	Zip Code
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Please Note: To name a beneficiary, the vehicle cannot currently have a co-owner.

NAME OF BENEFICIARY

Name of Beneficiary	Date of Birth (Optional)
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Relationship to Vehicle Owner (If there is no relationship, indicate "None")

Please Note: Only one beneficiary may be named.

Certification and Indemnity Agreement

I certify, under penalty of perjury, that the statements on this form are true and correct, and I will defend, indemnify, and hold the Motor Vehicle Administration harmless against any claim from anyone contesting the validity of the named beneficiary and issuance of a title to that beneficiary. I further certify that there are no liens or encumbrances against the vehicle and no money or other valuable consideration was involved upon the transfer of this vehicle to the beneficiary.

Witness my Hand and Seal this _____ day of _____, 20 _____.

Signature of Owner

Instructions

Procedures for Designating a Beneficiary on a Vehicle Title

This form is to be completed when a vehicle owner is designating a beneficiary to receive ownership of a vehicle upon their death. Since the designation must be made prior to the death of the individual, the vehicle will not be considered part of the estate, therefore “not” requiring letters of administration for transfer.

Requirements and Instructions:

- Vehicle must be solely owned and currently titled in Maryland.
- Only one beneficiary can be named; which can be either an individual or a business entity.
- This form must be completed and signed prior to the death of the vehicle owner and submitted along with the title to the MVA, when re-titling the vehicle.
- The vehicle must be free of liens or encumbrances. Liens resulting after the naming of a beneficiary will require a lien release prior to re-titling of the vehicle.
- No inspection is required if the beneficiary is an immediate family member (spouse, child or parent of the deceased).
- Tags may be transferred if the vehicle is transferred to a member of the immediate family. All other transfers will require the purchase of new registration plates.
- The vehicle owner must assign the title to the beneficiary and should place TOD (Title on Death) behind their signature.
- This form is to be held by the vehicle owner and/or beneficiary. “No change” will be made to the MVA’s records, database, or title until the vehicle owner is deceased.