

**POWER OF ATTORNEY FOR HEALTH
CARE, LIVING WILL, AND LIMITED
DURABLE POWER OF ATTORNEY**

**JAMES ENGANDELA, Principal
to
JANE NORBY, Health Care Agent
(Attorney-in-Fact)**

I, **JAMES ENGANDELA**, revoke all prior living wills, all prior declarations to physicians, and all prior powers of attorney for health care, including any provisions in a general power of attorney granting the authority to make health care decisions for me. I appoint the person named above to serve as my health care agent or attorney-in-fact (*agent*) and to exercise the powers set forth below. If that person is unable or unwilling to serve or to continue to serve, then I appoint the successor named above as substitute or successor agent to serve with the same powers. As permitted by section 155.05(2) of the Wisconsin Statutes, the authority granted in this instrument is effective upon a finding of incapacity by 2 physicians or one physician and one licensed psychologist who personally examine me and sign a statement specifying that I have incapacity. The powers granted in this instrument shall not be affected by my subsequent disability, incapacity, or incompetency.

My health care agent shall be considered unable to make health care decisions if the agent is too ill to act for me, or is unavailable, either temporarily or permanently. My health care agent shall be considered unavailable to make health care decisions for me if the agent cannot be reached by telephone within a reasonable period of time given the health care decision(s) that must be made, or if my health care agent has stated in writing that the agent is unavailable to make health care decisions for me for a period of time. If my health care agent becomes able or available to make health care decisions for me, the agent will again be my primary health care agent. My named agents may, by written agreement included with the records of this document and given to my providers, determine that the alternate agent shall act as primary agent, and vice versa, if circumstances require and this document has been activated.

If no agent designated in this instrument is able or willing to serve or to continue to serve as agent, then I request (1) that all desires I have stated in this instrument be honored and (2) that all instructions given to any agent acting under this instrument be carried out. If no agent designated in this instrument is able or willing to serve or to continue to serve as agent, then to the extent not prohibited by law, this instrument shall be treated as self-executing under any applicable law, including, but not limited to, subchapter II of chapter 154 of the Wisconsin Statutes, and given the same force and effect as any other written expression of intent not prohibited by law.

I. HEALTH AND MEDICAL CARE

A. Subject to the provisions of Article II, my agent is authorized in my agent's sole and absolute discretion to exercise the powers granted in this instrument relating to matters involving my health and medical care. In exercising such powers, my agent should first try to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner, however rudimentary. My agent is further instructed that if I am unable to give an informed consent to a proposed medical treatment, my agent shall give or withhold such consent for me based on treatment choices that I have expressed while competent, whether under this instrument or otherwise. If I have not given specific directives or expressed desires about a particular treatment choice, then my agent should make the choice for me based on what my agent believes I would want done in the circumstances if I were able to express myself.

B. Accordingly, subject to the provisions of Article II, my agent is authorized as follows:

1. My agent shall have the power to request, receive, and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons or entities as my agent shall deem appropriate.

2. My agent shall have the power to employ and discharge all health care personnel and organizations, including, but not limited to, health care providers and health care facilities, as my agent shall deem necessary for my physical, mental, and emotional well-being, and to pay them (or cause to be paid to them) reasonable compensation.

3. My agent shall have the power to give or withhold consent to all health care or medical treatment, including any medical procedure, test, treatment, or surgery; to arrange for my hospitalization, convalescent care, hospice care, home care, or admission to a nursing home or community-based residential facility for any purpose not prohibited by law, including purposes other than those specified in section 1 55.20(2)(c)2.a. and b. of the Wisconsin Statutes; to summon paramedics or other emergency medical personnel and seek emergency treatment for me, as my agent shall deem appropriate; and under circumstances in which my agent determines that certain medical procedures, tests, or treatments are no longer of any benefit to me or that the benefits are outweighed by the burdens imposed, to revoke, withdraw, or modify consent to such procedures, tests, and treatments, as well as hospitalization, convalescent care, hospice care, home care, or care in a community-based residential facility or nursing home, that I or my agent previously may have allowed or consented to or for which consent may have been implied because of emergency conditions. My agent's decisions should be guided by (1) the provisions of this instrument, (2) any reliable evidence of preferences that I may have expressed on the subject, whether before or after the execution of this instrument, (3) what my agent believes I would want done in the circumstances if I were able to express myself, and (4) any information given to my agent by the health care providers treating me as to my medical diagnosis and prognosis and the treatment's intrusiveness, pain, risks, and side effects.

4. My agent shall have the power to exercise any right of mine regarding my health care or medical treatment even though the exercise of my rights might hasten my death or be against conventional medical advice.

5. My agent shall have the power to consent to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies that my agent believes may be helpful, even though such drugs or procedures may have adverse side effects including permanent physical damage, may cause addiction, or may hasten the moment of (but not intentionally cause) my death.

6. My agent shall have the power to grant, in conjunction with any instructions given under this instrument, releases to all health care facilities and health care providers, including hospital staff, physicians, nurses, and other medical and hospital administrative personnel who act in reliance on instructions given by my agent or who render written opinions to my agent in connection with any matter described in this instrument, from all liability for damages suffered or that may be suffered by me, my estate, or my heirs, successors, or assigns; to sign documents titled or purporting to be a "Refusal to Permit Treatment," "Consent to Permit Treatment," or "Leaving Hospital Against Medical Advice," as well as any necessary waivers of or releases from liability required by any health care facility or health care provider to implement my wishes regarding medical treatment or nontreatment.

II. WITHDRAWAL OR WITHHOLDING OF HEALTH CARE

A. Standard If a Terminal Condition or Permanent Loss of Consciousness Exists.

1. I wish to live and enjoy life as long as possible. However, I do not wish to receive health care that will only postpone the moment of my death from an incurable and terminal condition or that will only prolong my life if I have a permanent loss of consciousness. For purposes of this document, *terminal condition* means a condition that is reasonably expected to result in my death within 12 months regardless of the treatment that I may receive, and *permanent loss of consciousness* means a loss of consciousness from which there is no reasonable possibility that I will return to a cognitive and sapient life, and includes, but is not limited to, a persistent vegetative state.

2. Therefore, if two licensed and qualified physicians (neither of whom is related to me by blood, marriage, or adoption) have personally examined me, are familiar with my condition, and have diagnosed and noted in my medical records either (a) that I have a terminal condition as defined above and that I am unable to receive and evaluate information effectively or to communicate decisions to such an extent that I lack the capacity to manage my health care decisions, or (b) that I have a permanent loss of consciousness as defined above, then I direct my agent to:

- a. Direct that treatment or procedures that will only postpone the moment of my death if I have a terminal condition or that will only prolong my life if I have a permanent loss of consciousness not be instituted or, if previously instituted, be discontinued;
- b. Direct that procedures used to provide me with nutrition and hydration (including, for example, but not limited to, misting and all forms of intravenous, parenteral, rectal, and tube feeding) not be instituted or, if previously instituted, be discontinued; provided, however, that my agent may direct that nutrition and hydration be provided in the amount and kind determined by my physician to be necessary to prevent stressful dehydration, particularly of the mouth and skin, so as to maximize my comfort and minimize nursing care;
- c. Direct and consent to the writing of a *No Code* or *Do Not Resuscitate* order by any health care provider; and
- d. Order whatever is appropriate to keep me as comfortable and free of pain as is reasonably possible, including the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies that my agent believes may be helpful, even though such drugs or procedures may have adverse side effects including permanent physical damage, may cause addiction, or may hasten the moment of (but not intentionally cause) my death.

B. Standard in Absence of a Terminal Condition or Permanent Loss of Consciousness. Even if I do not have a terminal condition or a permanent loss of consciousness, my agent shall have the discretion, as set forth in Article I of this instrument, to consent to the withholding or withdrawal of health care or medical treatment, including nutrition and hydration, to the full extent not prohibited by law, if two licensed and qualified physicians (neither of whom is related to me by blood, marriage, or adoption) have personally examined me, are familiar with my condition, and have diagnosed and noted in my medical records that I am unable to receive and evaluate information effectively or to communicate decisions to such an extent that I lack the capacity to manage my health care decisions.

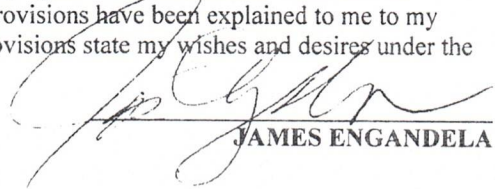
C. General.

1. My agent may sign on my behalf any documents necessary to carry out the powers granted in this article (including waivers or releases of liability required by any health care facility or health care provider).

2. I desire that my wishes as expressed in this instrument be carried out through the authority given by this instrument despite any contrary feelings, beliefs, or opinions of my family members, relatives, friends, conservator, or guardian.

CERTIFICATION

I certify that I have read the provisions of this article directing my agent to refuse medical treatment for me under the circumstances specified in this article, that such provisions have been explained to me to my satisfaction, that I understand such provisions, and that such provisions state my wishes and desires under the circumstances described.



JAMES ENGANDELA

III. EXONERATION AND ENFORCEMENT

For the purpose of inducing any person or entity (referred to in this Article III as *person*), including, but not limited to, any health care facility, health care provider, or insurer, to act in accordance with my agent's instructions as authorized in this instrument, I represent, warrant, and agree as follows:

A. 1. Except as provided in Subparagraph III.A.3 below, I release and forever discharge any person who, in good faith reliance on this instrument and the authority granted my agent under the terms of this instrument, is or may be claimed to be liable to me, my estate, or my heirs, successors, or assigns, from all claims, demands, damages, actions, or suits of any kind on account of all injuries or damages both to person and property that arise from that person's acting in accordance with instructions received from my agent.

2. Except as provided in Subparagraph III.A.3 below, I further release and forever discharge any person who, in good faith reliance on any oral or written representation that my agent may make as to (a) the fact that this instrument and my agent's powers are then in effect, (b) the scope of my agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked, or (e) the fact that I am alive and that my agent continues to serve as my agent, is or may be claimed to be liable to me, my estate, or my heirs, successors, or assigns, from all claims, demands, damages, actions, or suits of any kind including negligence, on account of all injuries or damages both to person and property that arise from permitting my agent to exercise any such authority.

3. I do not release or discharge any person from liability for negligence in the performance of acts authorized by my agent or for performance of acts not authorized by my agent.

B. If this instrument is revoked or amended for any reason, I, my estate, and my heirs, successors, and assigns will hold any person harmless for acting in accordance with my agent's instructions as authorized by this instrument before the person's receipt of actual notice of any such revocation or amendment.

C. The powers conferred on my agent by this instrument may be exercised by my agent alone, and my agent's signature or action under the authority granted in this instrument may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my agent under this instrument's authority are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself and shall inure to the benefit of and bind me, my estate, and my heirs, successors, and assigns.

D. I authorize all health care facilities and health care providers who have treated or may treat me to release to my agent all information or photocopies of any records that my agent may request. All persons are authorized to treat any such request for information by my agent as the request of my legal representative and to honor such requests on that basis. I waive all privileges that may be applicable to such information and

records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law. My agent also may disclose such information to such persons as my agent shall deem appropriate.

E. I authorize my agent to seek on my behalf and at my expense:

1. A declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument or any of the acts authorized by this instrument, but a declaratory judgment shall not be necessary in order for my agent to perform any act authorized by this instrument;

2. A mandatory injunction requiring compliance with my agent's instructions by any person or entity obligated to comply with instructions given by me or by my agent; or

3. Actual and punitive damages against any person or entity obligated to comply with instructions given by me or by my agent who negligently or willfully fails or refuses to follow such instructions.

IV. STATUTORY BASIS

A. I intend that this instrument be a power of attorney for health care under chapter 155 of the Wisconsin Statutes, or any similar statute or law.

B. To the extent that powers granted in this instrument do not involve making health care decisions as defined in chapter 155 of the Wisconsin Statutes or any similar statute or law, this instrument is a durable power of attorney under section 243.07 of the Wisconsin Statutes or any similar statute or law and shall not be affected by my subsequent disability, incapacity, or incompetency.

C. If no person designated in this instrument as my agent is able or willing to serve or to continue to serve in this capacity, then this instrument is to be treated as self-executing and becomes my living will or declaration to physicians under subchapter II of chapter 154 of the Wisconsin Statutes or under any similar statute or law.

D. I do not intend the references to specific statutes or laws in this article or elsewhere to be construed as limitations on the scope of the powers granted in this instrument.

V. MISCELLANEOUS POWERS AND PROVISIONS

A. My agent and my agent's estate, heirs, personal representatives, and assigns are released and forever discharged from all liability to me, my heirs and assigns, the beneficiaries under my will or under any trust that I have created or may create, or any other person, because of any act or failure to act under this instrument. My agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my agent on my behalf under any provision of this instrument, but my agent shall not be entitled to compensation for services rendered under this instrument.

B. My agent shall be entitled to sign, execute, deliver, and acknowledge any contract or other document that may be necessary, desirable, convenient, or proper in order to exercise any of the powers described in this instrument and to incur reasonable costs in the exercise of any such powers. My agent shall render bills for all costs incurred by the agent in the exercise of the powers granted in this instrument to the agent then serving under my general durable power of attorney or to the trustee of my revocable living trust who is hereby directed to pay all such bills. If no such agent or trustee is available, I appoint my agent under this instrument as my agent for making such payments.

C. 1. I request in the strongest possible terms that any court of competent jurisdiction that may receive and be asked to act upon a petition by any person to appoint a guardian of my person or similar representative for me give the greatest possible weight to my wish that this instrument and the power of my agent or successor agent as specified in this instrument remain in effect even if a guardian is appointed.

2. Unless I am prohibited by law from doing so, I nominate my agent to serve as the guardian of my person or in any similar representative capacity; and if I am not permitted by law to so nominate, then I request in the strongest possible terms that the court give the greatest possible weight to my wish to have my agent so appointed.

3. If my agent is unwilling or unable to serve or to continue to serve as the guardian of my person or in any similar representative capacity, then I nominate my successor agent or agents on the terms set forth above to serve in that capacity; and if I am not permitted by law to so nominate, then I request in the strongest possible terms that the court give the greatest possible weight to my wish to have my successor agent or agents so appointed.

D. My agent is authorized to make photocopies of this instrument as frequently and in such quantity as my agent shall deem appropriate. All photocopies shall have the same force and effect as any original. I direct my agent to have a photocopy of this instrument placed in my medical records.

E. My agent shall have the power to make all necessary arrangements for me at any health care facility, including any hospital, hospice, nursing home, community-based residential facility, convalescent home, or similar establishment and to ensure that all my essential needs are provided for at such a facility.

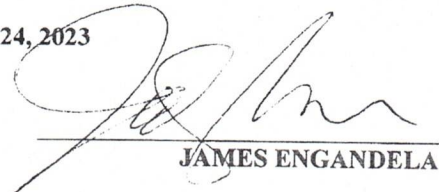
F. My agent shall have the power to provide for such companionship for me as will meet my needs and preferences.

G. My agent shall have the power to make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my agent shall deem appropriate, if I have not already done so myself.

H. My agent shall have the power to make anatomical gifts of any parts of my body during my life and shall have the power to make anatomical gifts of all or parts of my body at my death to such persons and organizations as my agent shall deem appropriate and to execute such papers and do such acts as shall be necessary, appropriate, incidental, or convenient in connection with such gifts.

I. If any portion of this instrument is invalid or unenforceable under applicable law, I direct that the balance of this instrument shall not be affected and shall continue in full force and effect.

I voluntarily have executed this instrument on **July 24, 2023**


JAMES ENGANDELA

STATEMENT OF WITNESSES

I know the principal personally, and I believe him to be of sound mind and at least 18 years of age. I believe that his execution of this instrument is voluntary. I am at least 18 years of age and am not related to the principal by blood, marriage, or adoption. I am not directly financially responsible for the principal's health care, and I am not being appointed the principal's health care agent. I am not a health care provider who is involved in the principal's medical care or who is serving the principal at this time. I am not an employee, other

than a chaplain or a social worker, of the principal's health care provider or an employee, other than a chaplain or a social worker, of an inpatient health care facility in which the principal is a patient. To the best of my knowledge, I am not entitled to and do not have a claim on the principal's estate. I personally witnessed the principal sign this document on the date above, and I believe that the principal did so voluntarily.



Nicholas A. Heike of Mondovi, Wisconsin.



Kimberly Nelson of Mondovi, Wisconsin.

STATEMENT OF HEALTH CARE AGENT

I understand that **JAMES ENGANDELA** has designated me to be his health care agent if he is ever found to have incapacity and unable to make health care decisions for himself. **JAMES ENGANDELA** has discussed his desires regarding health care decisions with me.

Dated: _____, 2023

JANE NORBY

Phone: 715-563-4254 / 715-839-7798

CERTIFICATE OF ATTORNEY AT LAW

I am a lawyer authorized to practice law in Wisconsin. I have advised my client concerning his rights in connection with this power of attorney for health care and the applicable law.



Nicholas A. Heike
State Bar No. 1061493

This document was drafted by Nicholas A. Heike, Attorney at Law
Heike Law Offices, LLC, 135 E. Main Street, Mondovi, WI 54755.