

LAW OFFICES

MCWHIRTER, BELLINGER & ASSOCIATES, P.A.

119 EAST MAIN STREET,

LEXINGTON, SOUTH CAROLINA 29072

(803) 359-5523

FAX (803) 359-1248

mail@mcwhirterlaw.com

H. PATTERSON MCWHIRTER

THOMAS P. BELLINGER

GARLAND P. MCWHIRTER

STACEY TARTE MEYER

JOSEPH R. DASTA

JENNIFER N. WILLIAMS

L. LISA MCPHERSON

ELIZABETH McMAHON PENTZ

RICHARD W. SIMMONS, II

J. TYLER LEE, JR.

MELISSA G. MOSIER

JOHN P. MEADORS

KEVIN R. HORTON

SARAH W. GUTHRIE

January 28, 2016

Freedom of Information Office
Governor's Office of the Ombudsman
1205 Pendleton Street
Columbia, SC 29208

Re: Northwoods Senior Living
1267 North Main Street
Sumter, South Carolina 29153

Dear Sir or Madam:

Pursuant to the Freedom of Information Act, this letter is to request copies of **licensing and certification** documents regarding the above-referenced facility including but not limited to copies of license applications, licenses issued, annual surveys, follow-up plans of correction, complaint investigations, notifications of civil/monetary penalties, etc. I would also like unredacted copies of any and all documentation regarding our client, Frances R. Finley, specifically regarding an accident that occurred on or about January 16-17, 2016. In addition, I would request any investigative files regarding a reported unexplained serious injury and related unexpected death between January 16, 2016 through January 17, 2016. Attached is an Authorization for the Release of Protected Health Information and the Power of Attorney documents for your file. Please include your billing statement and payment will be promptly forwarded.

If you have any questions or problems, please give me a call.

Sincerely,


Stacey T. Meyer

OFFICES

AIKEN • CAMDEN • COLUMBIA • LEXINGTON • NEWBERRY • ORANGEBURG • SUMTER

McWhirter, Bellinger & Associates, P. A.

1807 Hampton Street
Columbia, SC 29201

Phone: (803) 252-5522

Fax: (803) 252-1248

**HIPAA Authorization for Release of Protected Health Information
and**

Revocation of All Prior Authorizations

Patient's full name at the time of treatment: Frances Finley
Date of birth: [REDACTED] Social Security number: [REDACTED]
Date(s) of treatment: all records from January 16-17, 2016 (SEE LETTER)
Purpose of release: LEGAL

I authorize the following provider to release my health information to:

McWhirter, Bellinger & Associates, P. A., 1807 Hampton Street, Columbia, SC 29201

Provider name: Governor's Office of the Ombudsman
1205 Pendleton Street Columbia SC 29208
Provider's address City State Zip

☒ Mail record ☐ Will pick up ☐ Fax

Information to be released: (Please check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> All medical records, studies, reports, films and any other health information of any type or nature in your possession | <input type="checkbox"/> Laboratory Notes |
| <input type="checkbox"/> Diagnosis List/Patient Identification | <input type="checkbox"/> EKG/Cardiovascular Records or Studies |
| <input type="checkbox"/> Physician Dictation | <input type="checkbox"/> Pulmonary Function Test |
| <input type="checkbox"/> Physician Progress Notes | <input type="checkbox"/> Radiology Films |
| <input type="checkbox"/> Office Notes | <input type="checkbox"/> Radiology Reports |
| <input type="checkbox"/> Pathology Reports | <input type="checkbox"/> Mammography Films |
| <input type="checkbox"/> Cytology Reports | <input type="checkbox"/> Operative Reports |
| <input type="checkbox"/> Physical and/or Occupational Therapy Records | <input type="checkbox"/> Admission and Discharge Summary |
| <input type="checkbox"/> Speech Therapy Reports | <input type="checkbox"/> Medical Bills |
| <input type="checkbox"/> History and Physical | <input checked="" type="checkbox"/> Other <u>all records from January 16-17, 2016</u> |
| <input type="checkbox"/> All Medical Records Since _____ | <u>(SEE LETTER)</u> |

- I understand that if my records contain documentation of alcohol abuse, psychiatric condition, drug abuse, or communicable diseases, this information will be released as part of my record.
- I understand that if the person or entity receiving this information is not covered by federal privacy regulations, this information will no longer be protected and may be re-disclosed.
- I understand that I may revoke this authorization at any time, but revocation will not apply to information that has already been released. Revocations in writing should be sent to the address of the provider noted at the top of this form.
- I understand that there may be a charge for obtaining the requested information.
- I understand that this authorization will expire three (3) years after signed unless an earlier date is specified here: when case settles
- I revoke all previous authorizations given by me for the release of medical information for any reason or purpose whatsoever, and do specifically request that no medical information of any nature be given out at any time to any insurance company, their attorney, or anyone else other than a treating doctor, the law offices of McWhirter, Bellinger & Associates, P. A., my attorney, someone designated in writing by my attorneys, except to the extent that the authorization was given to release records to my health insurance company in order to obtain health insurance coverage.
- I, and any person representing me, release and hold harmless from any liability any individual or entity for releasing my records or discussing my file with my attorneys, the Law Offices of McWhirter, Bellinger & Associates, P. A., or anyone designated by them.

Signature of patient or authorized person

Date

Relationship/Reason patient is unable to sign



BOOK: 1214
PGS: 964-973
Pgs 10

PA August 17, 2015 04:17:24 PM

Rec: \$21.00 Total: \$21.00

VICKI M. MCCARTHY - REGISTER OF DEEDS SUMTER COUNTY

BY: RBC

DURABLE POWER OF ATTORNEY

OF

FRANCES W. FINLEY

Glenn F. Givens
Attorney at Law
Kolb, Murphy & Givens, Attorneys at Law LLC

**DURABLE POWER OF ATTORNEY
OF
FRANCES W. FINLEY**

**ARTICLE I
INTRODUCTION**

Introductory Provision. I, **FRANCES W. FINLEY**, as principal ("Principal"), hereby appoint **BETTY J. MALCOLM** to serve as my agent ("Agent") and to exercise the powers and discretions set forth below. If **BETTY J. MALCOLM** shall be unable or unwilling or unavailable to serve or to continue to serve, then I appoint **MARK G. MALCOLM** as substitute or successor Agent to serve with the same powers and discretions.

No Person Under Age 18 May Serve as Agent. Notwithstanding any provision herein to the contrary, no person named as Agent herein may serve until such person has attained the age of eighteen (18).

Statement of Intent to Create Durable Power of Attorney Under State Statute. By this instrument I intend to create a Durable Power of Attorney under South Carolina law.

Agent Authorization. All persons named as Agents, or Alternate Agents herein who have succeeded to the office of Agent, are granted the powers and discretions described in the following provisions.

Delegation of All Powers Lawful to Delegate. I hereby delegate to my Agent, Agents, and Alternate Agents herein each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument. It is my intent that this instrument shall be interpreted as a comprehensive full general power of attorney. The delineated powers hereinafter set forth are intended to explain and clarify the breath of powers delegated. The delineated powers are not intended to, nor shall they, limit or restrict this grant of a full and comprehensive general power of attorney.

**ARTICLE II
ASSET POWERS**

Introduction. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible, and mixed, as follows:

(1) **Power to Sell.** My Agent is authorized to sell any and every kind of property that I may own now or hereafter acquire, real, personal, intangible, and/or mixed, on such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof.

(2) **Power to Buy.** My Agent is authorized to buy every kind of property, real, personal, intangible, and/or mixed, on such terms and conditions as my Agent shall deem appropriate.

(3) **Power to Invest.** My Agent is authorized to invest and reinvest all or any part of my property in any property or interests, including undivided interests, in property, real, personal, intangible, and/or mixed, wherever located.

(4) **Power to Manage Real Property.** With respect to real property, including but not limited to any real property I may hereafter acquire or receive and my personal residence, my Agent is authorized to lease, sublease, release; to eject and remove tenants or other persons. My Agent is authorized to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

(5) **Power to Deal with Environmental Matters.** My Agent is authorized to inspect all real property owned either directly or indirectly by me and to deal with any environmental or health matters pertaining to such real property.

(6) **Power to Manage Personal Property.** With respect to personal property, my Agent is authorized to buy, collect, receive, manage, lease, protect, insure, alter, improve, mortgage, pledge, sell, or transfer any such personal property, whether owned currently or hereinafter acquired by me.

(7) **Power to Exercise Rights in Securities.** My Agent is authorized to exercise all rights with respect to corporate securities which I now own or may hereafter acquire.

(8) **Power to Demand and Receive.** My Agent is authorized to demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest, or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible, and/or mixed, debts, dues rights, accounts, legacies, bequests, devises, dividends, annuities, rights, and/or benefits to which I am now or may in the future become entitled.

(9) **Power with Respect to Bank Accounts.** My Agent is authorized to establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions; to make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am authorized signatory; to negotiate, endorse, or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any bank or financial institution.

(10) **Power with Respect to Safe-Deposit Boxes.** My Agent is authorized to contract with any institution for the maintenance of a safe-deposit box; to have access to all safe-deposit boxes in my name or with respect to which I am a signatory; to add to and remove from the contents of any such safe deposit box; and to terminate box leases.

(11) **Power with Respect to Legal and Other Actions.** My Agent is authorized to institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits, proceedings, attachments, arrests, or distresses involving me in any way.

(12) **Power to Manage Membership Plans and Accounts.** My Agent is authorized to open, manage, use, transfer, gift, and close on my behalf membership plans and accounts.

(13) **Power to Manage Club Memberships.** My Agent is authorized to continue or discontinue any memberships that I may have in clubs, associations, or organizations of any type.

(14) **Power to Borrow Money.** My Agent is authorized to borrow money from any lender for my account on such terms and conditions and security as my Agent shall deem appropriate; and to borrow money on any life insurance policies owned by me on my life.

(15) **Power to Create and Fund Trusts to Qualify for Governmental Assistance.** My Agent is authorized to create and execute one or more trusts to allow me to qualify for Medicaid and other governmental benefit. To the extent permissible by law, during my lifetime income and/or principal may be made available to me or for my benefit. At my death the trust shall distribute in accordance with state or federal laws with any remainder paid to my Executor for inclusion in my estate.

(16) **Power to Renounce and Resign from Fiduciary Positions.** My Agent is authorized to renounce any fiduciary position to which I have been or may be appointed or elected, and any office or position to which I have been or may be elected or appointed; to resign any such positions; to file an accounting with a court of competent jurisdiction or settle on an informal method as my Agent shall deem appropriate.

(17) **Power to Disclaim, Renounce, Release, or Abandon Property Interests.** My Agent is authorized to renounce, disclaim, release, or abandon any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession, including the right to alter, amend, revoke, or terminate, and to exercise any right to claim an elective share in any estate or under any will.

(18) **Power with Respect to Insurance.** My Agent is authorized to purchase, maintain, surrender, collect, or cancel life insurance or annuities, hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, long-term care insurance, and disability income insurance for me or any of my dependents, and liability insurance on assets of mine against loss or damage.

(19) **Power with Respect to Taxes.** My Agent is authorized to represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift, and other tax returns of all kinds, and any power of attorney form appointing an agent required by the Internal Revenue Service and/or any state and/or local taxing authority.

(20) **Power to Make Gifts.** My Agent is authorized to make gifts or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select.

ARTICLE III CARE AND CONTROL OF THE PERSON

Introduction. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

(1) **Power to Provide for Principal's Support.** My Agent is authorized to do all acts necessary for maintaining my customary standard of living, to provide a place of residence, to provide normal domestic help, and to provide clothing, transportation, medicine, food, health care, custodial care, and incidentals, as my Agent shall deem appropriate.

(2) **Power to Provide for Personal Care.** My Agent may make all decisions related to my personal care, including but not limited to, providing for my food and clothing, transportation, recreation, entertainment, and other activities of daily life.

(3) **Power to Provide for Recreation and Travel.** To provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

(4) **Power to Provide for Spiritual or Religious Needs.** My Agent is authorized to provide for the presence of religious clergy, and to maintain my memberships in religious organizations.

(5) **Power to Change Domicile.** My Agent is authorized to establish a new residency or domicile for me, as my Agent shall deem appropriate.

ARTICLE IV INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates, and papers necessary or appropriate to such exercise or exercises.

(1) **Resort to Courts.** My Agent is authorized to seek on my behalf and at my expense a declaratory judgment, mandatory injunction, or suit for damages from any court of competent jurisdiction.

(2) **Hire and Fire Any Personnel.** My Agent is Authorized to employ, compensate, and discharge such domestic, health care, and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants, and employees as my Agent deems appropriate.

(3) **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** My Agent is authorized to sign, execute, endorse, seal, acknowledge, deliver, and file or record instruments and documents appropriate to effectuate the powers delegated herein; to incur costs on my behalf and to promptly pay such costs, and to expend my funds and to liquidate my property or to borrow money to produce such funds needed.

(4) **Control of Electronic Media.** My Agent is authorized to take control of, read, write, reply, conduct, continue, or terminate any e-mail, accounts on any electronic media, websites, and domain and other registration names, including the power to obtain and use passwords and the power to deal with, sell, or terminate such accounts.

(5) **Power to Do Miscellaneous Acts.** My Agent is authorized to open, read, respond to, and redirect my mail; to represent me before the U.S. Postal Service; to establish, cancel, continue, or initiate my membership in organizations and associations; to take and give or deny custody of all of my important documents; to execute documents on my behalf; and to house or provide for housing, support, and maintenance of any animals that I may own or to transfer such animals to some person or persons willing to care for them.

ARTICLE V THIRD PARTY RELIANCE

Third Party Reliance. For the purpose of inducing all persons and entities, including but not limited to any physician, hospital, nursing home, health care provider, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant, and agree that: i) if this instrument is revoked or amended for any reason, I and my estate will hold any person or entity harmless from any loss suffered, or liability incurred by such person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such person of actual written notice of any such revocation or amendment; ii) the powers conferred on my Agent may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by persons as fully authorized by me; iii) no person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me; iv) no person who relies on any affidavit or certificate under penalties of perjury that this instrument specifically authorizes my Agent to execute and deliver to such person shall incur any liability to me; v) all persons from whom my Agent may request information regarding me are released from any legal liability whatsoever to me, my estate, or my personal representative for complying with my Agent's requests; and vi) I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information or photocopies of any records which my Agent may request and I hereby waive all privileges which may be applicable to such information and records.

ARTICLE VI RESTRICTION ON POWERS

Restriction on Powers. Notwithstanding any provision herein to the contrary, my Agent shall: i) have no power or authority whatsoever with respect to any interest in or incidents of

ownership in any policy of insurance I may own on the life of my Agent; ii) have no power or authority whatsoever with respect to (a) any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary, or (b) any asset given to me by my Agent; iii) be prohibited from (a) appointing, assigning, or designating any of my assets, interests, or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) exercising any powers of appointment I may hold in favor of my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (c) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to pass assets directly or indirectly to my Agent or his or her estate, or (d) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others, excluding those whom I am legally obligated to support; iv) be prohibited from exercising any discretionary fiduciary powers that I now hold or may hereafter acquire; and v) avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent.

ARTICLE VII DURABILITY PROVISION

Immediate Power. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

ARTICLE VIII ADMINISTRATIVE PROVISIONS

Introduction. The following provisions shall apply:

(1) **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator, and/or in any similar representative capacity, if such an appointment is necessary.

(2) **Waiver of Acts of Omission and Commission.** My Agent (and my Agent's estate and Executor or Administrator), acting in good faith, are hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and Executor or Administrator arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

(3) **Waiver of Duty to Produce Income, Authority for Transactions between Agent as Agent and Agent as Individual and Eligibility of Agent to Serve in Other Fiduciary Capacities for Principal.** My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity as long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate. My Agent shall be eligible to serve in all other fiduciary capacities, for me or my benefit (but not in my place where I may serve as a fiduciary for others), including but not limited to serving as Trustee, Guardian, Conservator, Committee, Executors or Administrators.

(4) **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental capacity to determine if any actions need be taken under this instrument.

(5) **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(6) **This Instrument Unaffected by Lapse of Time.** This power of attorney shall be legally unaffected by reason of lapse of time or staleness.

(7) **Agent Authorized to Sign Power of Attorney Forms.** In carrying out the authorizations set forth in this instrument, if in the sole opinion of my Agent it is necessary or convenient for my Agent to sign my name, as Principal, on forms of powers of attorney (the "Forms") required by governmental agencies, corporations or other entities in transactions with me, my Agent is authorized to execute such Forms, and to appoint an agent or other person on the Forms to represent me.

(8) **Agent Authorized to Employ Principal's Attorney.** The Principal requests and authorizes the Agent to employ the attorney who prepared this power of attorney or other attorneys employed by the Principal in connection with the Principal's estate plan and business matters and hereby (a) waives any and all conflicts of interest that might arise through such employment, (b) authorizes all such attorneys to make full disclosure of the Principal's estate plan and business to the Agent and (c) authorizes such attorneys to accept such employment.

(9) **Revocation and Amendment.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment delivered to my Agent and to all Alternate Agents.

(10) **Agent's Resignation and Selection of Substitute.** If my Agent desires to resign as my Agent, and there is no successor Agent named in this instrument who is willing and able to serve as my Agent, and I am incapacitated at the time of such resignation, then on such resignation my Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent, such appointment to be made in a written instrument that shall be (i) signed by my Agent, (ii) delivered to my substitute Agent, and (iii) attached to this instrument.

(11) **Agent's Death, Incapacity, or Resignation and Selection of Substitute.** At any time after my incapacity, my Agent at any time may appoint a future successor Agent to act and serve as my Agent in the event that my Agent shall die or become mentally incapacitated or shall resign prior to my death, and my Agent at any time during my Agent's service as Agent may also revoke any such appointment theretofore made by my Agent, provided, however, that my Agent may not revoke, modify or supersede any appointment of a successor Agent made by me in this power of attorney. Any appointment made by my Agent shall be made in a written instrument that shall (i) specify the event or events on which such substitution shall become effective, (ii) be

signed by my Agent, (iii) be delivered to my substitute Agent, and (iv) be attached to this instrument.

(12) **Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

(13) **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

(14) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my Executor or Administrator.

IN WITNESS WHEREOF, I have executed this Power of Attorney this August 17, 2015, and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.

Frances W. Finley

FRANCES W FINLEY, PRINCIPAL

ATTESTATION

The foregoing Durable Power of Attorney was this August 17, 2015, signed, sealed, published and declared by the said Principal as and for the Principal's Durable Power of Attorney in our presence, and at the Principal's request and in the Principal's presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the above date.

Don L. Smith of *Sumter, SC*
Robert E. Hillman of *Sumter, S.C.*

STATE OF SOUTH CAROLINA)
) P R O B A T E
COUNTY OF SUMTER)

PERSONALLY appeared the undersigned witness and made oath that __he saw the within named Principal duly authorized, sign, seal and as the Principal's act and deed deliver the within Durable Power of Attorney and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Robert E. Hillman

SWORN to before me this

17 day of August, 2015

Allen L. Davis

Notary Public for South Carolina

My Commission Expires: 12/20/2020

HEALTH CARE POWER OF ATTORNEY FOR FRANCES W. FINLEY

INFORMATION ABOUT THIS DOCUMENT

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

1. THIS DOCUMENT GIVES THE PERSON YOU NAME AS YOUR AGENT THE POWER TO MAKE HEALTH CARE DECISIONS FOR YOU IF YOU CANNOT MAKE THE DECISION FOR YOURSELF. THIS POWER INCLUDES THE POWER TO MAKE DECISIONS ABOUT LIFE-SUSTAINING TREATMENT. UNLESS YOU STATE OTHERWISE, YOUR AGENT WILL HAVE THE SAME AUTHORITY TO MAKE DECISIONS ABOUT YOUR HEALTH CARE AS YOU WOULD HAVE.

2. THIS POWER IS SUBJECT TO ANY LIMITATIONS OR STATEMENTS OF YOUR DESIRES THAT YOU INCLUDE IN THIS DOCUMENT. YOU MAY STATE IN THIS DOCUMENT ANY TREATMENT YOU DO NOT DESIRE OR TREATMENT YOU WANT TO BE SURE YOU RECEIVE. YOUR AGENT WILL BE OBLIGATED TO FOLLOW YOUR INSTRUCTIONS WHEN MAKING DECISIONS ON YOUR BEHALF. YOU MAY ATTACH ADDITIONAL PAGES IF YOU NEED MORE SPACE TO COMPLETE THE STATEMENT.

3. AFTER YOU HAVE SIGNED THIS DOCUMENT, YOU HAVE THE RIGHT TO MAKE HEALTH CARE DECISIONS FOR YOURSELF IF YOU ARE MENTALLY COMPETENT TO DO SO. AFTER YOU HAVE SIGNED THIS DOCUMENT, NO TREATMENT MAY BE GIVEN TO YOU OR STOPPED OVER YOUR OBJECTION IF YOU ARE MENTALLY COMPETENT TO MAKE THAT DECISION.

4. YOU HAVE THE RIGHT TO REVOKE THIS DOCUMENT, AND TERMINATE YOUR AGENT'S AUTHORITY, BY INFORMING EITHER YOUR AGENT OR YOUR HEALTH CARE PROVIDER ORALLY OR IN WRITING.

5. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A SOCIAL WORKER, LAWYER, OR OTHER PERSON TO EXPLAIN IT TO YOU.

6. THIS POWER OF ATTORNEY WILL NOT BE VALID UNLESS TWO PERSONS SIGN AS WITNESSES. EACH OF THESE PERSONS MUST EITHER WITNESS YOUR SIGNING OF THE POWER OF ATTORNEY OR WITNESS YOUR ACKNOWLEDGMENT THAT THE SIGNATURE ON THE POWER OF ATTORNEY IS YOURS.

THE FOLLOWING PERSONS MAY NOT ACT AS WITNESSES:

- A. YOUR SPOUSE; YOUR CHILDREN, GRANDCHILDREN, AND OTHER LINEAL DESCENDANTS; YOUR PARENTS, GRANDPARENTS, AND OTHER LINEAL ANCESTORS; YOUR SIBLINGS AND THEIR LINEAL DESCENDANTS; OR A SPOUSE OF ANY OF THESE PERSONS.
- B. A PERSON WHO IS DIRECTLY FINANCIALLY RESPONSIBLE FOR YOUR MEDICAL CARE.
- C. A PERSON WHO IS NAMED IN YOUR WILL, OR, IF YOU HAVE NO WILL, WHO WOULD INHERIT YOUR PROPERTY BY TESTATE SUCCESSION.
- D. A BENEFICIARY OF A LIFE INSURANCE POLICY ON YOUR LIFE.
- E. THE PERSONS NAMED IN THE HEALTH CARE POWER OF ATTORNEY AS YOUR AGENT OR SUCCESSOR AGENT.
- F. YOUR PHYSICIAN OR AN EMPLOYEE OF YOUR PHYSICIAN.

G. ANY PERSON WHO WOULD HAVE A CLAIM AGAINST ANY PORTION OF YOUR ESTATE (PERSONS TO WHOM YOU OWE MONEY).

IF YOU ARE A PATIENT IN A HEALTH FACILITY, NO MORE THAN ONE WITNESS MAY BE AN EMPLOYEE OF THAT FACILITY.

7. YOUR AGENT MUST BE A PERSON WHO IS 18 YEARS OLD OR OLDER AND OF SOUND MIND. IT MAY NOT BE YOUR DOCTOR OR ANY OTHER HEALTH CARE PROVIDER THAT IS NOW PROVIDING YOU WITH TREATMENT; OR AN EMPLOYEE OF YOUR DOCTOR OR PROVIDER; OR A SPOUSE OF THE DOCTOR, PROVIDER, OR EMPLOYEE; UNLESS THE PERSON IS A RELATIVE OF YOURS.

8. YOU SHOULD INFORM THE PERSON THAT YOU WANT HIM OR HER TO BE YOUR HEALTH CARE AGENT. YOU SHOULD DISCUSS THIS DOCUMENT WITH YOUR AGENT AND YOUR PHYSICIAN AND GIVE EACH A SIGNED COPY. IF YOU ARE IN A HEALTH CARE FACILITY OR A NURSING CARE FACILITY, A COPY OF THIS DOCUMENT SHOULD BE INCLUDED IN YOUR MEDICAL RECORD.

HEALTH CARE POWER OF ATTORNEY (S.C. STATUTORY FORM)

1. DESIGNATION OF HEALTH CARE AGENT

I, **FRANCES W FINLEY** (Principal), hereby appoint:

BETTY J. MALCOLM

(Agent's Name)

1251 Robert Dinkins Rd., Sumter, SC 29150

(Agent's Address)

Telephone: home: 803-469-3799

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

Successor Agent: If an agent named by me dies, becomes legally disabled, resigns, refuses to act, becomes unavailable, or if an agent who is my spouse is divorced or separated from me, I name the following as successors to my agent, each to act alone and successively, in the order named:

a. First Alternate Agent: **MARK G. MALCOLM**

Address: 627 Warden Circle Rd., Wardensville, WV 26851

Telephone: home: 304-874-4480

mobile: 304-490-9048

b. Second Alternate Agent: **NICOLE MALCOLM**

Address: 627 Warden Circle Rd., Wardensville, WV 26851

Telephone: home: 304-874-4480

mobile: 570-905-6628

Unavailability of Agent(s): If at any relevant time the agent or successor agents named here are unable or unwilling to make decisions concerning my health care, and those decisions are to be made by a guardian, by the Probate Court, or by a surrogate pursuant to the Adult Health Care Consent Act, it is my intention that the guardian, Probate Court, or surrogate make those decisions in accordance with my directions as stated in this document.

2. EFFECTIVE DATE AND DURABILITY

By this document I intend to create a durable power of attorney effective upon, and only during, any period of mental incompetence, except as provided in Paragraph 3 below.

3. HIPAA AUTHORIZATION

When considering or making health care decisions for me, all individually identifiable health information and medical records shall be released without restriction to my health care agent(s) and/or my alternate health care agent(s) named above including, but not limited to, (i) diagnostic, treatment, other health care, and related insurance and financial records and information associated with any past, present, or future physical or mental health condition including, but not limited to, diagnosis or treatment of HIV/AIDS, sexually transmitted disease(s), mental illness, and/or drug or alcohol abuse and (ii) any written opinion relating to my health that such health care agent(s) and/or alternate health care agent(s) may have requested. Without limiting the generality of the foregoing, this release authority applies to all health information and medical records governed by the Health Information Portability and Accountability Act of 1996 (HIPAA), 42 USC 1320d and 45 CFR 160-164; is effective whether or not I am mentally competent; has no expiration date; and shall terminate only in the event that I revoke the authority in writing and deliver it to my health care provider.

4. AGENT'S POWERS

I grant to my agent full authority to make decisions for me regarding my health care. In exercising this authority, my agent shall follow my desires as stated in this document or otherwise expressed by me or known to my agent. In making any decision, my agent shall attempt to discuss the proposed decision with me to determine my desires if I am able to communicate in any way. If my agent cannot determine the choice I would want made, then my agent shall make a choice for me based upon what my agent believes to be in my best interests. My agent's authority to interpret my desires is intended to be as broad as possible, except for any limitations I may state below.

Accordingly, unless specifically limited by the provisions specified below, my agent is authorized as follows:

A. To consent, refuse, or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication, and the use of mechanical or other procedures that affect any bodily function, including, but not limited to, artificial respiration, nutritional support and hydration, and cardiopulmonary resuscitation.

B. To authorize, or refuse to authorize, any medication or procedure intended to relieve pain, even though such use may lead to physical damage, addiction, or hasten the moment of, but not intentionally cause, my death.

C. To authorize my admission to or discharge, even against medical advice, from any hospital, nursing care facility, or similar facility or service.

D. To take any other action necessary to making, documenting, and assuring implementation of decisions concerning my health care, including, but not limited to, granting any waiver or release from liability required by any hospital, physician, nursing care provider, or other health care provider; signing any documents relating to refusals of treatment or the leaving of a facility against medical advice, and pursuing any legal action in my name, and at the expense of my estate to force compliance with my wishes as determined by my agent, or to seek actual or punitive damages for the failure to comply.

E. The powers granted above do not include the following powers or are subject to the following rules or limitations:

none

5. ORGAN DONATION (INITIAL ONLY ONE)

My agent may _____; may not _____ consent to the donation of all or any of my tissue or organs for purposes of transplantation.

6. EFFECT ON DECLARATION OF A DESIRE FOR A NATURAL DEATH (LIVING WILL)

I understand that if I have a valid Declaration of a Desire for a Natural Death, the instructions contained in the Declaration will be given effect in any situation to which they are applicable. My agent will have authority to make decisions concerning my health care only in situations to which the Declaration does not apply.

7. STATEMENT OF DESIRES AND SPECIAL PROVISIONS

With respect to any Life-Sustaining Treatment, I direct the following:
(INITIAL ONLY ONE OF THE FOLLOWING 3 PARAGRAPHS)

(1) _____ GRANT OF DISCRETION TO AGENT. I do not want my life to be prolonged nor do I want life-sustaining treatment to be provided or continued if my agent believes the burdens of the treatment outweigh the expected benefits. I want my agent to consider the relief of suffering, my personal beliefs, the expense involved and the quality as well as the possible extension of my life in making decisions concerning life-sustaining treatment.

OR

(2) FLU7 DIRECTIVE TO WITHHOLD OR WITHDRAW TREATMENT. I do not want my life to be prolonged and I do not want life-sustaining treatment:
a. if I have a condition that is incurable or irreversible and, without the administration of life-sustaining procedures, expected to result in death within a relatively short period of time; or
b. if I am in a state of permanent unconsciousness.

OR

(3) _____ DIRECTIVE FOR MAXIMUM TREATMENT. I want my life to be prolonged to the greatest extent possible, within the standards of accepted medical practice, without regard to my condition, the chances I have for recovery, or the cost of the procedures.

8. STATEMENT OF DESIRES REGARDING TUBE FEEDING

With respect to Nutrition and Hydration provided by means of a nasogastric tube or tube into the stomach, intestines, or veins, I wish to make clear that in situations where life-sustaining treatment is being withheld or withdrawn pursuant to Paragraph 7, (INITIAL ONLY ONE OF THE FOLLOWING 3 PARAGRAPHS):

(1) _____ GRANT OF DISCRETION TO AGENT. I do not want my life to be prolonged by tube feeding if my agent believes the burdens of tube feeding outweigh the expected benefits. I want my agent to consider the relief of suffering, my

personal beliefs, the expense involved, and the quality as well as the possible extension of my life in making this decision.

OR

(2) 14/7 DIRECTIVE TO WITHHOLD OR WITHDRAW TUBE FEEDING. I do not want my life prolonged by tube feeding.

OR

(3) _____ DIRECTIVE FOR PROVISION OF TUBE FEEDING. I want tube feeding to be provided within the standards of accepted medical practice, without regard to my condition, the chances I have for recovery, or the cost of the procedure, and without regard to whether other forms of life-sustaining treatment are being withheld or withdrawn.

IF YOU DO NOT INITIAL ANY OF THE STATEMENTS IN PARAGRAPH 8, YOUR AGENT WILL NOT HAVE AUTHORITY TO DIRECT THAT NUTRITION AND HYDRATION NECESSARY FOR COMFORT CARE OR ALLEVIATION OF PAIN BE WITHDRAWN.

9. ADMINISTRATIVE PROVISIONS

A. I revoke any prior Health Care Power of Attorney and any provisions relating to health care of any other prior power of attorney.

B. This power of attorney is intended to be valid in any jurisdiction in which it is presented.

BY SIGNING HERE I INDICATE THAT I UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND THE EFFECT OF THIS GRANT OF POWERS TO MY AGENT.

I sign my name to this Health Care Power of Attorney on this 17th day of August, 2015. My current home address is: 1251 Robert Dinkins Rd., Sumter, SC 29150

Principal's Signature: Frances W. Finley
Print Name of Principal: Frances W. Finley

I declare, on the basis of information and belief, that the person who signed or acknowledged this document (the principal) is personally known to me, that he/she signed or acknowledged this Health Care Power of Attorney in my presence, and that he/she appears to be of sound mind and under no duress, fraud, or undue influence. I am not related to the principal by blood, marriage, or adoption, either as a spouse, a lineal ancestor, descendant of the parents of the principal, or spouse of any of them. I am not directly financially responsible for the principal's medical care. I am not entitled to any portion of the principal's estate upon his decease, whether under any will or as an heir by intestate succession, nor am I the beneficiary of an insurance policy on the principal's life, nor do I have a claim against the principal's estate as of this time. I am not the principal's attending physician, nor an employee of the attending physician. No more than one witness is an employee of a health facility in which the principal is a patient. I am not appointed as Health Care Agent or Successor Health Care Agent by this document.

Witness No. 1
Signature: [Signature] Date: 8/17/2015
Print Name: Glean F. Givens Telephone: 803-418-0800
Address: 107 W. Main St., Sumter, SC 29150

Witness No. 2
Signature: [Signature] Date: 08/17/2015
Print Name: ROBERT E. HILLMAN Telephone: (803) 469-3801
Address: 1258 Robert Hillman Rd.
Sumter, S.C. 29150

(This portion of the document is optional and is not required to create a valid health care power of attorney.)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by Principal on August 17, 2015.

Notary Public for South Carolina [Signature]
My Commission Expires: 12/20/2020