

20251118000353140 1/7 \$40.00 Shelby Cnty Judge of Probate, AL 11/18/2025 10:47:49 AM FILED/CERT

DURABLE HEALTH CARE POWER OF ATTORNEY OF JOSÉ APOLINAR VALENCIA

- I, José Apolinar Valencia, domiciled in Shelby County, Alabama, do hereby constitute and appoint my spouse, Adela Gutiérrez Quintana ("my spouse"), as my agent. If my spouse shall die or shall become incapable or shall fail for any other reason to serve as my agent, I hereby constitute and appoint my niece, Alejandra Gutierrez, as my agent. The person who is authorized to act hereunder is appointed for the purposes and with the powers hereinafter stated, and each such person is hereinafter called "my agent."
- A. Revocation of Prior Healthcare Powers of Attorney; Instructions in Separate Advance Directive. I hereby revoke any prior healthcare powers of attorney executed by me. Notwithstanding the foregoing, this revocation shall not be effective with respect to any Advance Directive for Health Care or other Living Will and/or health care proxy instrument, nor shall this revocation be effective with respect to any general powers of attorney executed by me prior to or simultaneously with this instrument, some of the provisions of which may relate to healthcare matters. Notwithstanding the powers regarding my healthcare given my agent under this instrument, my agent shall follow any other subsequent instructions, oral or written, that I may give to my agent while I am competent or that I may have provided in an Advance Directive for Healthcare or similar instrument. In the event of any disparity between any such instruction in an Advance Directive for Healthcare or similar instrument and any decision favored by my agent, such instructions that I may have provided in an Advance Directive for Healthcare or similar instrument shall take precedence over the decisions of my agent in this power of attorney.
- B. <u>Durable Power</u>. This healthcare power of attorney is a durable power of attorney as provided by the Alabama Uniform Power of Attorney Act. Accordingly, this power of attorney shall not be affected by my disability, incompetency or incapacity.
- Advance Directive for Health Care or other Living Will of mine, I do hereby empower my agent, for me and in my name, stead and behalf, to make health care decisions for me if and when I am unable to make my own health care decisions, including the power to consent to giving, withholding, or stopping any health care, health treatment, health service, diagnostic procedure, artificially provided nutrition or hydration, or life-sustaining procedure; to talk with health care personnel, obtain information and sign forms necessary to carry out such decisions, as well as to execute authorizations for medical treatment and for the administration of drugs, therapy, testing, radiological testing, anesthetic drugs and devises, surgery, cosmetic surgery, reconstructive surgery, blood transfusions, and in general for any type of medical treatment administered by any practitioner of the healing arts (including without limitation physicians, registered nurses, licensed practical nurses, therapists, allied health professionals, home health agencies, psychiatric doctors, and psychologists) and to do all such acts and things as fully and effectually in all respects, and to all of the same intents and purposes, as I myself could do by my own hand,



20251118000353140 2/7 \$40.00 Shelby Cnty Judge of Probate, AL 11/18/2025 10:47:49 AM FILED/CERT

or in my own person, if able and acting. In furtherance of the foregoing, and not in limitation thereof, my agent is specifically authorized as follows:

- 1. To request, receive, and review any information, either oral or written, regarding my physical or mental health, including medical and hospital records, and to execute any release or other documents that may be required in order to obtain such information. My agent shall also be authorized to disclose such information to such persons and entities as my agent shall, in my agent's sole and absolute discretion, determine appropriate.
- 2. To make all necessary arrangements for me at any hospital or other medical or psychiatric facility, group home, camps, substance abuse facilities, nursing home care, convalescent care, hospice or home care, or any similar establishment and to assure that all my essential needs are provided for at such a facility; to contract for medical treatment or any type of mental or physical health care service including but not limited to hospitalization for physical or psychiatric needs or substance abuse in my name and on my behalf, and to bind me to pay for all such services and facilities.
- 3. To employ and discharge medical personnel, including but not limited to physicians, psychiatrists, psychologists, optometrists, dentists, nurses, and such other medical personnel, as my agent, in my agent's sole and absolute discretion, shall deem necessary for my physical, mental and emotional well-being, and to pay compensation to such medical personnel.
- To give consent to any medical procedure, test, or treatment, including surgery; to arrange for my hospitalization or admittance in any other medical or psychiatric facility, group home care, camps, substance abuse facilities, nursing home care, convalescent care, hospice or home care; to seek emergency treatment for me; and under any circumstances in which my agent determines that certain procedures, tests, or treatments are no longer of any benefit to me or, based on instructions previously given by me, are not desired by me regardless of benefit, to withhold, revoke, withdraw, modify, or change any consent previously given or implied by law to such procedures, tests, and treatments, as well as admittance in any other medical or psychiatric facility, group home care, camps, substance abuse facilities, nursing home, convalescent care, hospice or home care that I or my agent may have previously allowed or consented to or that may have been implemented due to emergency conditions. If I am unable to communicate with my agent as to the specifics of any proposed decision regarding my medical care and treatment, then my agent's decision should be guided by taking into account my wishes as I may have previously expressed them by this instrument and otherwise, as well as what my agent believes I would want done in the circumstances then existing if I were able to communicate based on the information then available as to my medical diagnosis and prognosis.
- 5. To provide for such companionship for me as will meet my needs and preferences at such time as I am disabled or otherwise unable to arrange for such companionship myself.



20251118000353140 3/7 \$40.00 Shelby Cnty Judge of Probate, AL 11/18/2025 10:47:49 AM FILED/CERT

- 6. 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, even though such drugs or procedures may lead to permanent physical damage or addiction.
- 7. To require that medical treatment that will only postpone my inevitable death or prolong a reasonably irreversible coma or permanent vegetative state (including, but not limited to, treatment such as cardiopulmonary resuscitation, surgery, or the use of a respirator) not be instituted or, if previously instituted, to require that the same be discontinued; to require that procedures used to provide me with nourishment and hydration (including but not limited to parenteral feeding, intravenous feeding, misting, and endotracheal or nasogastric tube use) not be instituted or, if previously instituted, to require that they be discontinued.
- 8. To direct and consent to the writing of a "No Code" or "Do Not Resuscitate" order by any health care provider.
- 9. To make anatomical gifts that will take effect at my death to such persons and organizations as my agent shall, in my agent's sole and absolute discretion, deem appropriate and to execute such papers and to do such acts as shall be necessary, appropriate, incidental, or convenient in connection with such gifts.
- 10. To grant releases to hospital staff, physicians, psychiatrists, psychologists, optometrists, dentists, nurses, and other medical and hospital administrative personnel who act in reliance on instructions given by my agent for all liability for damages suffered or to be suffered by me as a result of such reliance, as well as any necessary waivers required by any hospital or medical personnel to implement my wishes regarding medical treatment or non-treatment. My agent is further specifically authorized to sign on my behalf any documents necessary to carry out the authorizations described herein, including but not limited to, documents allowing the refusal of treatment and those necessary to arrange for my placement in or removal from any hospital, any other medical or psychiatric facility, group home care, camps, substance abuse facilities, nursing home, convalescent care, hospice or home care.
- D. Release of Health Care Information. This power of attorney authorizes my agent to make various health care related decisions on my behalf. Accordingly, I hereby authorize all hospitals, physicians, dentists, health plans, clinics, laboratories, pharmacies, insurance companies, healthcare professionals, skilled nursing facilities, assisted living facilities, and other health care providers from whom I have received health care services to release all information about me in their possession, including all medical records, diagnosis and treatment information, all billing records, and all information regarding collections from third parties to my agent named in this instrument for the purpose of exercising the authority contained in this Durable Power of Attorney. The foregoing shall include any medical records and all other individually identifiable health information about me, whether or not contained in my medical records, regarding any past or present medical or mental health conditions, including but not limited to information relating to a physical or mental disability and information relating to the diagnosis and treatment of mental illness. The authorization contained in this paragraph shall



20251118000353140 4/7 \$40.00 Shelby Cnty Judge of Probate, AL 11/18/2025 10:47:49 AM FILED/CERT

terminate upon the earlier of my death or the revocation of this instrument. I understand that (i) the information referred to in this paragraph is protected under federal law, (ii) I may refuse to sign this instrument which contains the above authorization, (iii) I have the right to revoke this authorization in writing, (iv) any revocation will be effective only to the extent that action has not been taken in reliance of my prior authorization, (v) by signing this instrument, I recognize that the protected health information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient of this disclosure and may no longer be protected under federal law, (vi) treatment or payment will not be based on my signing this authorization, and (vii) I have retained a copy of this authorization. This paragraph shall be construed so that my agent is considered to be a personal representative under privacy regulations relating to Protected Health Information (PHI) and for my agent to be entitled to all health information in the same manner as if I personally were making the request. Accordingly, I confirm that, in connection therewith, my agent shall be treated as my "personal representative" for all purposes as provided by Regulation Section 164.502 of Title 45 of the Code of Federal Regulations and the medical information privacy law and regulations generally referred to as "HIPAA" (as such laws, rules, and regulations may be amended and under any similar future laws).

- E. <u>Indemnity of Persons Relying Upon My Agent</u>. For the purpose of inducing all persons, organizations, corporations and entities, including, but not limited to, any physician, hospital, governmental agency, or other party, to act in accordance with the instructions of my agent given in this instrument, I hereby represent, warrant and agree that:
- 1. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") 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 notice of any such revocation or amendment;
- 2. The powers conferred on my agent by this instrument 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 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 hereunder 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 and my heirs, assigns and personal representatives;
- 3. No Person who acts in reliance upon any representations my agent may make as to (i) the fact that my agent's powers are then in effect, (ii) the scope of my agent's authority granted under this instrument, (iii) my competency at the time this instrument is executed, (iv) the fact that this instrument has not been revoked, or (v) the fact that my agent continues to serve as my agent shall incur any liability to me, my estate, my heirs or assigns for permitting my agent to exercise any such authority, nor shall any Person who deals with my agent be responsible to determine or insure the proper application of funds or property; and



20251118000353140 5/7 \$40.00 Shelby Cnty Judge of Probate, AL 11/18/2025 10:47:49 AM FILED/CERT

4. All Persons from whom my agent may request information regarding me, my personal affairs or any information which I am entitled to receive are hereby authorized to provide such information to my agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my agent's requests.

F. <u>Miscellaneous provisions</u>.

- 1. <u>Incapacity of Agent</u>. The incapacity of an individual to serve as an agent hereunder shall be determined by the attending physician of such individual, and a determination of incapacity shall be evidenced by a written statement from such attending physician indicating that such individual does not have the mental or physical capacity to serve as an agent hereunder.
- 2. Reimbursement of Costs. My agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by my agent on my behalf under the provisions of this instrument, but my agent shall not be entitled to compensation for services rendered hereunder. 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 herein described and to incur reasonable costs in the exercise of any such power. In addition, my agent shall render bills for all costs incurred in the exercise of the powers granted hereunder to the agent then serving under any general durable power of attorney I may have executed, or any other person or entity then in charge of my financial affairs or to my personal representative.
- 3. Amendment and Revocation. This instrument may be amended or revoked by me, and my agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my agent. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to (a) any fiduciary appointed for my benefit, or if none, to any person with whom I am residing or who has the care and custody of me and (b) the successor agent appointed by me under this instrument, if any.
- 4. <u>Unenforceable Provisions</u>. 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.
- 5. Governing Law. This instrument shall be governed by the laws of the State of Alabama in all respects, including its validity, construction, interpretation and termination. I intend that this instrument be honored in any jurisdiction where it may be presented and for any such jurisdiction to refer to the laws of the State of Alabama to interpret and determine the validity of this instrument and any of the powers granted hereunder.

20251118000353140 6/7 \$40.00 Shelby Cnty Judge of Probate, AL 11/18/2025 10:47:49 AM FILED/CERT

- 6. <u>Headings</u>. The headings describing the powers granted herein are for illustrative purposes only and are in no way meant to limit or otherwise circumscribe the powers set forth herein.
- 7. <u>Counterparts</u>. This instrument may be executed in multiple counterpart originals, and all such counterpart originals-shall have equal force and effect. In addition, 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.

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20251118000353140 7/7 \$40.00 Shelby Cnty Judge of Probate, AL 11/18/2025 10:47:49 AM FILED/CERT

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 6th day of November 2025.

José Apolinar Valencia

STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, a Notary Public in and for said county in said state, hereby certify that José Apolinar Valencia, whose name is signed to the foregoing durable power of attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said power of attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 6th day of November 2025.



Notary Public

My Commission expires 6-5-2027

This instrument prepared by:
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