

# Medical Durable Power of Attorney

## Pursuant to Colorado Revised Statutes § 15-14-506

- 1. NAME.** My full legal name is: \_\_\_\_\_, and I am also known as \_\_\_\_\_. I am an Adult and of sound mind. No one is forcing me to sign this document. I am signing this document of my own free will and volition, without duress by anyone, and I fully understand the implications and possible consequences and outcomes of signing this document. I have Decisional Capacity. I grant this Medical Durable Power of Attorney to my Agent. This document clearly and accurately sets forth my wishes concerning medical treatment and other medical decisions in the event I am unable to communicate my wishes.
- 2. AGENT.** I am appointing the following person(s) as my Health Care Agent: \_\_\_\_\_ (“Agent”). If I name two persons as co-agents, either one can act solely on my behalf without the consent of the other co-agent.
- 3. SUCCESSOR.** If my Agent resigns or is otherwise unable to continue to serve for any reason, I name the following person(s) as successor Agent: \_\_\_\_\_. The successor Agent shall have all the powers of my initial Agent.
- 4. POWERS.** The Powers of My Agent are: My Agent may make all health care decisions for me concerning medical treatment, my health care, my health care provider, choosing my physician or designee, my residential placement, obtaining a second opinion, overruling my doctor’s decisions and recommendations, including, making decisions against medical advice, and whether intubation is authorized or to be removed. My Agent is specifically authorized and directed to use experimental drugs or off label drugs on me including, but not limited to, Ivermectin, Hydroxychloroquine, steroids, monoclonal antibodies, intravenous vitamin C, intravenous ozone, and may seek the assistance of health care providers outside of my home state or the United States, in person, by phone or via telemedicine for any illness, disease, or condition I may have, including, but not limited to Covid-19 or any variant thereof. I intend this Medical Durable Power of Attorney to be effective anywhere in the world. My agent may authorize or refuse medications, blood transfusions, amputation of limbs, removal of organs, transplantation of organs, surgery, artificial life support, cardiopulmonary resuscitation, and whether to provide or withdraw nutrition or hydration or other medical treatments. My Agent may decide if I need assisted living, skilled nursing, or hospice care and has the authority to transfer me to any of these facilities. My agent may authorize the physician to provide pain medications to keep me as comfortable as possible. Even if it is against medical advice, my agent is specifically authorized to transport me to any health care facility and/or to remove me from my current health care facility and to transport me to another health care facility if the current health care facility is not fulfilling any and all directions of my Agent. My Agent has unlimited authority to make a health care benefit decision for me.
- 5. LEGAL CAPACITY.** This Medical Durable Power of Attorney is effective without any requirement that I lack mental capacity or decisional capacity and shall not require that a court adjudicate me as mentally incompetent.
- 6. HIPAA AND MEDICAL RECORDS.** This document shall serve as full, complete, and unlimited HIPAA (Health Insurance Portability and Accountability Act of 1996) release which shall authorize my Agent to obtain any and all of my health information related to any medical record of mine, including, but not limited to, drug abuse, alcoholism or alcohol abuse, sickle cell anemia, HIV/AIDS, COVID-19 treatment and testing, psychological or psychiatric information, sexually transmitted diseases, sensitive diagnoses, and medications. My Agent is hereby designated as my “Personal Representative” as defined under HIPAA. My agent may view, copy, or transfer my medical records and may sign releases and directions to my health care providers so they can provide medical records to a person as may be requested by my Personal Representative. My agent shall have access to all my medical records at all times and from all persons holding such records, including, but not limited to, physicians, physicians assistants, nurses, dentists, orthodontists, psychologists, counselors. If my health information or medical records are at any governmental facility, such as the Veterans Administration (“VA”), I am specifically giving authority to my Agent to receive copies of such medical

records and to have ex parte communications with any and all health care professionals at such governmental facility. This Medical Power of Attorney shall serve in lieu of and as a REQUEST FOR AND AUTHORIZATION TO RELEASE HEALTH INFORMATION (VA Form 10-5345), which states, in part: PRIVACY ACT AND PAPER WORK REDUCTION ACT INFORMATION: The Paperwork Reduction Act of 1995 requires us to notify you that this information collection is in accordance with the clearance requirements of section 3507 of the Act. We may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a valid OMB number. We anticipate that the time expended by all individuals who must complete this form will average 2 minutes. This includes the time it will take to read the instructions, gather the necessary facts and fill out this form. The execution of this form does not authorize the release of information other than that specifically described below. The information requested on this form is solicited under Title 38 U.S.C. The form authorizes release of information in accordance with the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164; 5 U.S.C. 552a; and 38 U.S.C. 5701 and 7332 that you specify. Your disclosure of the information requested on this form is voluntary. However, if information needed to locate records for release is not furnished completely and accurately, VA will be unable to comply with the request. The Veterans Health Administration may not condition the provision of treatment, payment, enrollment in the VA Health Care Program, or eligibility for benefits on the signing of an authorization, except for research-related treatment where an authorization for the use or disclosure of individually identifiable health information for such research is required. VA may disclose the information that you put on the form as permitted by law. VA may make a "routine use" disclosure of the information as outlined in the Privacy Act system of records notices identified as 24VA10A7 "Patient Medical Record - VA", 08VA05 "Employee Medical File System Records (Title 38)-VA" and in accordance with the Notice of Privacy Practices. VA may also use this information to identify Veterans and person claiming or receiving VA benefits and their records, and for other purposes authorized or required by law. I request and authorize Department of Veterans Affairs to release the information pertaining to the condition(s) listed above and here for the non-treatment purpose(s): drug abuse, alcoholism or alcohol abuse, sickle cell anemia, human immunodeficiency virus. I understand that information on these sensitive diagnoses may be released for treatment purposes without me checking the above boxes, and will be released even if the boxes are unchecked unless I indicate by checking the box below that I do not want this information released for this specific disclosure listed in this authorization. AUTHORIZATION: I certify that this request has been made freely, voluntarily and without coercion and that the information given above is accurate and complete to the best of my knowledge. I understand that I will receive a copy of this form after I sign it. I may revoke this authorization in writing, at any time except to the extent that action has already been taken to comply with it. Written revocation is effective upon receipt by the Release of Information Unit at the facility housing records. Any disclosure of information carries with it the potential for unauthorized redisclosure, and the information may not be protected by federal confidentiality rules. I understand that the VA health care provider's opinions and statements are not official VA decisions regarding whether I will receive other VA benefits or, if I receive VA benefits, their amount. They may, however, be considered with other evidence when these decisions are made at a VA Regional Office that specializes in benefit decisions. This VA authorization shall only expire upon my written, express revocation.

7. **LIVING WILL.** If I have a Living Will, my Agent shall have authority to override my living will.

8. **MISCELLANEOUS PROVISIONS:**

a. **GUARDIAN:** The authority conferred upon my agent shall obviate the need for appointment of a guardian. However, should any proceeding commence for appointment of a guardian, I nominate my agent to act as guardian, without bond.

b. **THIRD-PARTY RELIANCE:** Third parties shall accept as binding the instructions and decisions of my agent regarding my medical treatment. No person or health care facility or institution shall incur any liability to me or to my estate by complying with my agent's instructions. My agent is authorized to execute consents, waivers, and releases of liability on my behalf and on behalf of my estate to all health care providers who comply with my agent's instructions. Furthermore, I authorize my agent to indemnify and hold harmless, at

my expense, any third party who accepts and acts under this power of attorney, and I agree to be bound by any such indemnity entered into by my agent.

c. ENFORCEMENT BY AGENT: I authorize my agent to seek on my behalf and at my expense:

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

ii. An injunction requiring compliance with my agent's instructions by any person providing medical or personal care to me; and/or

iii. Actual and punitive damages against any person responsible for providing medical or personal care to me who willfully fails or refuses to follow my agent's instructions.

d. RELEASE OF AGENT'S PERSONAL LIABILITY: My agent shall not incur any personal liability to me or my estate arising from the reasonable exercise of discretion or performance of acts and duties relating to my medical treatment and personal care.

e. REIMBURSEMENT AND PAYMENT OF AGENT: My agent shall be entitled to reimbursement for all reasonable expenses arising from the performance of acts and duties relating to my medical treatment and personal care pursuant to this document. In addition, my agent shall be entitled to reasonable compensation for services actually rendered while acting as my agent.

f. COPIES EFFECTIVE AS ORIGINALS: Photocopies of this document shall be effective and enforceable as originals, and third parties shall be entitled to rely on photocopies of this document for the full force and effect of all stated terms.

g. INTERSTATE ENFORCEABILITY: It is my intention that the terms of this document be honored in any jurisdiction, regardless of its conformity to that jurisdiction's technical requirements and legal formalities.

h. AMENDMENT AND REVOCATION: I reserve the right to revoke my agent's authority orally or in writing.

i. REVOCATION OF PRIOR POWERS: Unless otherwise expressly provided herein, this medical durable power of attorney supersedes all prior medical durable powers of attorney which I previously may have executed. Execution of this document does not, however, affect any other unrelated powers previously conveyed by me through general or limited powers of attorney,

## 9. ORGAN DONATION:

I hereby make an anatomical gift, to be effective upon my death, of:

A. \_\_\_\_\_ Any needed organs/tissues

*[Initial Here]*

B. \_\_\_\_\_ The following organs/tissues:

*[Initial Here]*

Date: \_\_\_\_\_

My Signature: \_\_\_\_\_

My Name Printed: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

My Address: \_\_\_\_\_

(Notarization is not required in Colorado but is recommended)

STATE OF \_\_\_\_\_ )

) ss.

Medical Durable Power of Attorney Pursuant to Colorado Revised Statutes § 15-14-506

COUNTY OF \_\_\_\_\_ )

The foregoing MEDICAL DURABLE POWER OF ATTORNEY was acknowledged before me on  
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by \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires:

(SEAL)

**Following is a copy of the Law in Colorado Regarding Medical Durable Power of Attorneys:**

§ 15-14-500.3. Legislative declaration

(1) The general assembly hereby recognizes that each adult individual has the right as a principal to appoint an agent to deal with property or make personal decisions for the individual, but that this right cannot be fully effective unless the principal may empower the agent to act throughout the principal's lifetime, including during periods of disability, and be sure that any third party will honor the agent's authority at all times.

(2) The general assembly hereby finds, determines, and declares that:

(a) In light of modern financial needs, the statutory recognition of the right of delegation in Colorado must be restated, among other things, to expand its application and the permissible scope of the agent's authority, to clarify the power of the individual to authorize an agent to make financial decisions for the individual, and to better protect any third party who relies in good faith on the agent so that reliance will be assured.

(b) The public interest requires a standard form for certification of agency that any third party may use to assure that an agent's authority under an agency has not been altered or terminated.

(3) The general assembly hereby finds, determines, and declares that nothing in this part 5 or part 6 or 7 of this article shall be deemed to authorize or encourage any course of action that violates the criminal laws of this state or the United States. Similarly, nothing in this part 5 or part 6 or 7 of this article shall be deemed to authorize or encourage any violation of any civil right expressed in the constitution, statutes, case law, or administrative rulings of this state or the United States or any course of action that violates the public policy expressed in the constitution, statutes, case law, or administrative rulings of this state or the United States.

(4) The general assembly hereby recognizes each adult's constitutional right to accept or reject medical treatment, artificial nourishment, and hydration and the right to create advanced medical directives and to appoint an agent to make health care decisions under a medical durable power of attorney. The "Colorado Patient Autonomy Act", sections 15-14-503 to 15-14-509, is intended to assist the exercise of such rights.

(5) In the event of a conflict between the provisions of part 7 of this article and the "Colorado Patient Autonomy Act" or between the provisions of powers of attorney prepared pursuant to part 7 of this article and the "Colorado Patient Autonomy Act", the provisions of the "Colorado Patient Autonomy Act" or provisions of powers of attorney prepared pursuant to the "Colorado Patient Autonomy Act" shall prevail.

(6) Parts 6 and 7 of this article do not abridge the right of any person to enter into a verbal principal and agent relationship. A brokerage relationship between a real estate broker and a seller, landlord, buyer, or tenant in a real estate transaction established pursuant to part 4 of article 10 of title 12 shall be governed by the provisions of part 4 of article 10 of title 12 and not by parts 6 and 7 of this article.

(7) Parts 6 and 7 of this article do not create any power or right in an agent that the agent's principal does not hold or possess and does not abridge contracts existing between principals and third parties.

§ 15-14-500.5. Definitions--excluded powers

(1)(a) For purposes of sections 15-14-501 and 15-14-502, "power of attorney" means a power to make health care decisions granted by an individual.

(b) For purposes of section 15-14-502, "power of attorney" also includes a power or delegation that is:

(I) Excluded from the application of part 7 of this article pursuant to section 15-14-703;

(II) Not a power to make health care decisions; and

(III) Not effective without application of section 15-14-502.

(c) For purposes of this part 5 and part 6 of this article, "medical durable power of attorney" and "medical power of attorney" means a power to make health care decisions.

(2) A power and delegation that is excluded from the application of part 7 of this article by section 15-14-703, other than a power to make health care decisions, may be exercised during the incapacity of the principal to the extent provided in the power or delegation or by applicable principles of law and equity.

§ 15-14-501. When power of attorney not affected by disability

(1) Whenever a principal designates another his attorney-in-fact or agent by a power of attorney in writing and the writing contains the words "This power of attorney shall not be affected by disability of the principal." or "This power of attorney shall become effective upon the disability of the principal." or similar words showing the intent of the principal that the authority conferred shall be exercisable notwithstanding his disability, the authority of the attorney-in-fact or agent is exercisable by him as provided in the power on behalf of the principal notwithstanding later disability or incapacity of the principal at law or later uncertainty as to whether the principal is dead or alive. The authority of the attorney-in-fact or agent to act on behalf of the principal shall be set forth in the power and may relate to any act, power, duty, right, or obligation which the principal has or after acquires relating to the

principal or any matter, transaction, or property, real or personal, tangible or intangible. The authority of the agent with regard to medical treatment decisions on behalf of a principal is set forth in sections 15-14-503 to 15-14-509. The attorney-in-fact or agent, however, is subject to the same limitations imposed upon court-appointed guardians contained in section 15-14-312(1)(a). Additionally, the principal may expressly empower his attorney-in-fact or agent to renounce and disclaim interests and powers, to make gifts, in trust or otherwise, and to release and exercise powers of appointment. All acts done by the attorney-in-fact or agent pursuant to the power during any period of disability or incompetence or uncertainty as to whether the principal is dead or alive have the same effect and inure to the benefit of and bind the principal or his heirs, devisees, and personal representative as if the principal were alive, competent, and not disabled. If a guardian or conservator thereafter is appointed for the principal, the attorney-in-fact or agent, during the continuance of the appointment, shall consult with the guardian on matters concerning the principal's personal care or account to the conservator on matters concerning the principal's financial affairs. The conservator has the same power the principal would have had if he were not disabled or incompetent to revoke, suspend, or terminate all or any part of the power of attorney or agency as it relates to financial matters. Subject to any limitation or restriction of the guardian's powers or duties set forth in the order of appointment and endorsed on the letters of guardianship, a guardian has the same power to revoke, suspend, or terminate all or any part of the power of attorney or agency as it relates to matters concerning the principal's personal care that the principal would have had if the principal were not disabled or incompetent, except with respect to medical treatment decisions made by an agent pursuant to sections 15-14-506 to 15-14-509; however, such exception shall not preclude a court from removing an agent in the event an agent becomes incapacitated, or is unwilling or unable to serve as an agent.

(2) An affidavit, executed by the attorney-in-fact or agent, stating that he did not have, at the time of doing an act pursuant to the power of attorney, actual knowledge of the termination of the power of attorney by death is, in the absence of fraud, conclusive proof of the nontermination of the power at that time. If the exercise of the power requires execution and delivery of any instrument which is recordable, the affidavit when authenticated for record is likewise recordable.

§ 15-14-502. Other powers of attorney not revoked until notice of death or disability

(1) The death, disability, or incompetence of any principal who has executed a power of attorney in writing, other than a power as described by section 15-14-501, does not revoke or terminate the agency as to the attorney-in-fact, agent, or other person who, without actual knowledge of the death, disability, or incompetence of the principal, acts in good faith under the power of attorney or agency. Any action so taken, unless otherwise invalid or unenforceable, binds the principal and his heirs, devisees, and personal representatives.

(2) An affidavit, executed by the attorney-in-fact or agent, stating that he did not have, at the time of doing an act pursuant to the power of attorney, actual knowledge of the revocation or termination of the power of attorney by death, disability, or incompetence is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time. If the exercise of the power requires execution and delivery of any instrument which is recordable, the affidavit when authenticated for record is likewise recordable.

(3) This section shall not be construed to alter or affect any provision for revocation or termination contained in the power of attorney.

(4) All powers of attorney executed for real estate and other purposes, pursuant to law, shall be deemed valid until revoked as provided in the terms of the power of attorney or as provided by law.

§ 15-14-503. Short title

Sections 15-14-503 to 15-14-509 shall be known and may be cited as the "Colorado Patient Autonomy Act".

§ 15-14-504. Legislative declaration--construction of statute

(1) The general assembly hereby finds, determines, and declares that:

(a) Colorado law recognizes the right of an adult to accept or reject medical treatment and artificial nourishment and hydration;

(b) Each adult has the right to establish, in advance of the need for medical treatment, any directives and instructions for the administration of medical treatment in the event the person lacks the decisional capacity to provide informed consent to or refusal of medical treatment; and

(c) The enactment of a "Colorado Patient Autonomy Act" is appropriate to affirm a patient's autonomy in accepting or rejecting medical treatment, which right includes the making of medical treatment decisions through an appointed agent under a medical durable power of attorney.

(2) The general assembly does not intend to encourage or discourage any particular medical treatment or to interfere with or affect any method of religious or spiritual healing otherwise permitted by law.

(3) The general assembly does not intend that this part 5 be construed to restrict any other manner in which a person may make advance medical directives.

(4) Nothing in this part 5 shall be construed as condoning, authorizing, or approving euthanasia or mercy killing. In addition, the general assembly does not intend that this part 5 be construed as permitting any affirmative or deliberate act to end a person's life, except to permit natural death as provided by this part 5.

As used in sections 15-14-503 to 15-14-509, unless the context otherwise requires:

(1) "Adult" means any person eighteen years of age or older.

(2) "Advance medical directive" means any written instructions concerning the making of medical treatment decisions on behalf of the person who has provided the instructions. An advance medical directive includes a medical durable power of attorney executed pursuant to section 15-14-506, a declaration executed pursuant to the "Colorado Medical Treatment Decision Act", article 18 of this title, a power of attorney granting medical treatment authority executed prior to July 1, 1992, pursuant to section 15-14-501, and a declaration executed pursuant to article 18.6 of this title.

(3) "Artificial nourishment and hydration" means any medical procedure whereby nourishment or hydration is supplied through a tube inserted into a person's nose, mouth, stomach, or intestines or nutrients or fluids are injected intravenously into a person's bloodstream.

(4) "Decisional capacity" means the ability to provide informed consent to or refusal of medical treatment or the ability to make an informed health care benefit decision.

(4.7) "Health care benefit decision" means any decision or action related to the application, enrollment, disenrollment, appeal, or other function necessary for private or public health care benefits that does not conflict with any known preference of the individual.

(5) "Health care facility" means any hospital, hospice, nursing facility, care center, dialysis treatment facility, assisted living facility, any entity that provides home and community-based services, home health care agency, or any other facility administering or contracting to administer medical treatment, and which is licensed, certified, or otherwise authorized or permitted by law to administer medical treatment.

(6) "Health care provider" means any physician or any other individual who administers medical treatment to persons and who is licensed, certified, or otherwise authorized or permitted by law to administer medical treatment or who is employed by or acting for such authorized person. Health care provider includes a health maintenance organization licensed and conducting business in this state.

(7) "Medical treatment" means the provision, withholding, or withdrawal of any health care, medical procedure, including artificially provided nourishment and hydration, surgery, cardiopulmonary resuscitation, or service to maintain, diagnose, treat, or provide for a patient's physical or mental health or personal care.

(8) "Physician or designee" means the treating physician or a health care professional under the supervision of the treating physician.

§ 15-14-506. Medical durable power of attorney

(1) The authority of an agent to act on behalf of the principal in consenting to or refusing medical treatment, including artificial nourishment and hydration, may be set forth in a medical durable power of attorney. A medical durable power of attorney may include any directive, condition, or limitation of an agent's authority.

(2) The agent shall act in accordance with the terms, directives, conditions, or limitations stated in the medical durable power of attorney, and in conformance with the principal's wishes that are known to the agent. If the medical durable power of attorney contains no directives, conditions, or limitations relating to the principal's medical condition, or if the principal's wishes are not otherwise known to the agent, the agent shall act in accordance with the best interests of the principal as determined by the agent.

(3) An agent appointed in a medical durable power of attorney may provide informed consent to or refusal of medical treatment on behalf of a principal who lacks decisional capacity and shall have the same power to make medical treatment decisions the principal would have if the principal did not lack such decisional capacity. An agent appointed in a medical durable power of attorney shall be considered a designated representative of the patient and shall have the same rights of access to the principal's medical records as the principal. In making medical treatment decisions on behalf of the principal, and subject to the terms of the medical durable power of attorney, the agent shall confer with the principal's attending physician concerning the principal's medical condition.

(3.5) Any medical durable power of attorney executed under sections 15-14-503 to 15-14-509 may also have a document with a written statement as provided in section 15-19-205(b), or a statement in substantially similar form, indicating a decision regarding organ and tissue donation. The document shall be executed in accordance



with the provisions of the “Revised Uniform Anatomical Gift Act”, part 2 of article 19 of this title 15. The written statement may be in the following form:

I hereby make an anatomical gift, to be effective upon my death, of:

A. \_\_\_ Any needed organs/tissues

B. \_\_\_ The following organs/tissues:

Donor signature:

(4)(a) Nothing in this section or in a medical durable power of attorney shall be construed to abrogate or limit any rights of the principal, including the right to revoke an agent’s authority or the right to consent to or refuse any proposed medical treatment, and no agent may consent to or refuse medical treatment for a principal over the principal’s objection.

(b) Nothing in this article shall be construed to supersede any provision of article 1 of title 25, C.R.S., or article 10.5 or article 65 of title 27, C.R.S.

(5)(a) Nothing in this part 5 shall have the effect of modifying or changing the standards of the practice of medicine or medical ethics or protocols.

(b) Nothing in this part 5 or in a medical durable power of attorney shall be construed to compel or authorize a health care provider or health care facility to administer medical treatment that is otherwise illegal, medically inappropriate, or contrary to any federal or state law.

(c) Unless otherwise expressly provided in the medical durable power of attorney under which the principal appointed the principal’s spouse as the agent, a subsequent divorce, dissolution of marriage, annulment of marriage, or legal separation between the principal and spouse appointed as agent automatically revokes such appointment. However, nothing in this paragraph (c) shall be construed to revoke any remaining provisions of the medical durable power of attorney.

(d) Unless otherwise specified in the medical durable power of attorney, if a principal revokes the appointment of an agent or the agent is unable or unwilling to serve, the appointment of the agent shall be revoked. However, nothing in this paragraph (d) shall be construed to revoke any remaining provisions of the medical durable power of attorney.

(6)(a) This part 5 shall apply to any medical durable power of attorney executed on or after July 1, 1992. Nothing in this part 5 shall be construed to modify or affect the terms of any durable power of attorney executed before such date and which grants medical treatment authority. Any such previously executed durable power of attorney may be amended to conform to the provisions of this part 5. In the event of a conflict between a medical durable power of attorney executed pursuant to this part 5 and a previously executed durable power of attorney, the provisions of the medical durable power of attorney executed pursuant to this part 5 shall prevail.

(b) Unless otherwise specified in a medical durable power of attorney, nothing in this part 5 shall be construed to modify or affect the terms of a declaration executed in accordance with the “Colorado Medical Treatment Decision Act”, article 18 of this title.

§ 15-14-507. Transfer of principal

(1) A health care provider or health care facility shall provide notice to a principal and an agent of any policies based on moral convictions or religious beliefs of the health care provider or health care facility relative to the withholding or withdrawal of medical treatment. Notice shall be provided, when reasonably possible, prior to the provision of medical treatment or prior to or upon the admission of the principal to the health care facility, or as soon as possible thereafter.

(2) A health care provider or health care facility shall provide for the prompt transfer of the principal to another health care provider or health care facility if such health care provider or health care facility wishes not to comply with an agent’s medical treatment decision on the basis of policies based on moral convictions or religious beliefs.

(3) An agent may transfer the principal to the care of another health care provider or health care facility if an attending physician or health care facility does not wish to comply with an agent’s decision for any reason other than those described in subsection (1) of this section.

(4) The transfer of a principal to another health care provider or health care facility in accordance with the provisions of this section shall not constitute a violation of Title XIX of the federal “Social Security Act”, 42 U.S.C., sec. 1395dd, regarding the transfer of patients.

(5) Nothing in this section shall relieve or exonerate an attending physician or health care facility from the duty to provide for the care and comfort of the principal pending transfer pursuant to this section.

§ 15-14-508. Immunities

**Medical Durable Power of Attorney Pursuant to Colorado Revised Statutes § 15-14-506**

(1) An agent or proxy-decision maker, as established in article 18.5 of this title, who acts in good faith in making medical treatment decisions on behalf of a principal pursuant to the terms of a medical durable power of attorney shall not be subject to civil or criminal liability therefor.

(2) Each health care provider and health care facility shall, in good faith, comply, in respective order, with the wishes of the principal, the terms of an advance medical directive, or the decision of an agent acting pursuant to an advance medical directive. A health care provider or health care facility which, in good faith, complies with the medical treatment decision of an agent acting in accordance with an advance medical directive shall not be subject to civil or criminal liability or regulatory sanction therefor.

(3) Good faith actions by any health care provider or health care facility in complying with a medical durable power of attorney or at the direction of a health care agent of the principal which result in the death of the principal following trauma caused by a criminal act or criminal conduct, shall not affect the criminal prosecution of any person charged with the commission of a criminal act or conduct.

(4) Neither a medical durable power of attorney nor the failure of a person to execute one shall affect, impair, or modify any contract of life or health insurance or annuity or be the basis for any delay in issuing or refusing to issue an annuity or policy of life or health insurance or any increase of a premium therefor.

**§ 15-14-509. Interstate effect of medical durable power of attorney**

(1) Unless otherwise stated in a medical durable power of attorney, it shall be presumed that the principal intends to have a medical durable power of attorney executed pursuant to this part 5 recognized to the fullest extent possible by the courts of any other state.

(2) Unless otherwise provided therein, any medical durable power of attorney or similar instrument executed in another state shall be presumed to comply with the provisions of this part 5 and may, in good faith, be relied upon by a health care provider or health care facility in this state.