

SUPPORTED DECISION-MAKING AGREEMENT

Adult Protection and Decision Making Act, Part 1

For more information about Supported Decision-Making Agreements, see the booklet on Supported Decision-Making Agreements.

*A Supported Decision-Making Agreement is a written agreement between you and your Associate. An Associate **helps** you make decisions – they are your assistant. An Associate **does not** make decisions for you.*

If you want to have a legal Supported Decision-Making Agreement, you must use this form. Also, you must be at least 19 years of age and able to understand the “nature and effect” of this agreement.

That means that you understand what you have written in this agreement.

You must also understand the kind of help your Associate (assistant) will give you and what will happen if you don't talk to your Associate before you make a decision. (If you don't consult with your Associate, any agreement you enter into may be declared void/not in effect.)

If you don't want a Supported Decision-Making Agreement any more, tell your Associate and ask for all the copies back that you gave to your Associate or anyone else so you can destroy them.

1. This is the Supported Decision-Making Agreement of

Name _____ Date of birth _____
(day/month/year)

Address _____
(residence) (city/town) (territory/province)

Telephone _____ Health number _____

2. I understand that this agreement takes effect as soon as it is signed by everyone listed in section 9 of this agreement. I understand that this agreement is only in effect as long as I continue to understand the “nature and effect” of this agreement.

3. Purpose of Agreement

The reasons I want to have an Associate (assistant) help me with some decisions are because I:

(Examples: • have trouble communicating • need help with banking • have trouble putting my decisions into action • need things explained in plain language)

SUPPORTED DECISION-MAKING AGREEMENT

4. My Associate

You must name at least one Associate. You can name more than one if you want.

I cancel any other Supported Decision-Making Agreement made by me and appoint the following person(s) to be my Associate(s):

Associate #1: Name _____

Address _____
(residence) (city/town) (territory/province)

Telephone (wk) _____ (hm) _____ Email _____

Associate #2 (Optional): Name _____

Address _____
(residence) (city/town) (territory/province)

Telephone (wk) _____ (hm) _____ Email _____

5. Alternate Associate (Optional)

If my Associate(s) named above is/are unable or unavailable to help me, I want the following person to help me as my Associate (assistant):

Alternate Associate: Name _____

Address _____
(residence) (city/town) (territory/province)

Telephone (wk) _____ (hm) _____ Email _____

6. Areas I Want My Associate to Help Me

I want my Associate(s) to help me make decisions in the following areas:

a) **Financial** All **OR** Some _____

Associate #1: _____

Associate #2: _____

(Examples: • budgetting • buying things over \$100 in value • investing money • banking • paying bills)

SUPPORTED DECISION-MAKING AGREEMENT

b) Health All OR Some _____

Associate #1: _____

Associate #2: _____

(Examples: • whether or not to have surgery • dental work • anything that involves staying in a hospital • medication)

c) Personal All OR Some _____

Associate #1: _____

Associate #2: _____

(Examples: • decisions about where to live • decisions about where to work • bathing and personal care • whether to take a holiday)

7. Areas I DON'T Want My Associate To Help Me (if any)

I don't want my Associate to help me in make these kinds of decisions:

Associate #1: _____

Associate #2: _____

SUPPORTED DECISION-MAKING AGREEMENT

8. If I have more than one Associate (Optional, but if you do not fill out this section, your Associates will act "Successively".)

My Associates will act

(choose one)

Jointly (work together to help me)

OR

Successively (Associate #2 helps me if Associate #1 is not available)

9. Signatures (You, your Associates and the witnesses must sign together at the same time.)

Adult

I understand the "nature and effect" of this agreement.

(day/month/year) (my signature)

Associate Decision-Makers

(day/month/year) (signature)

(day/month/year) (signature)

(day/month/year) (signature)

Witnesses

Two adults must witness your signature and sign together in your presence. The witnesses CANNOT be an Associate or a Representative of the adult. They also cannot be an employee or an agent of the Associate decision-maker or Representative. As well, they cannot be a spouse, child or parent of an Associate or Representative or an employee or agent of an Associate or Representative.

I certify that I witnessed the signing of this agreement.

(day/month/year) Witness _____

(day/month/year) Witness _____

Who has a copy of this agreement? List the people here. If you want to end this agreement, as these people to give the copies back to you so that you can destroy them. You can ask your Associate (assistant) or another person to help you.

Declaration by Associate Decision-Maker
Adult Protection and Decision-Making Act, s. 8(3)

A separate declaration is required for each Associate.

I, _____ of _____
(print full name) (print address)

Declare that:

1. I agree to act as an Associate Decision-Maker for _____
(print full name of adult)

(print full address of adult)

2. My relationship to the adult named above is:

3. I acknowledge the duties of an Associate Decision-Maker outlined in the *Adult Protection and Decision Making Act, Part 1*.

4. I am not an employer or employee of the adult and I have never had an order made against me under the *Family Violence Prevention Act* or Part 4 of the *Adult Protection and Decision-Making Act*.

The truth of this statement is certified at _____
(print name of city, territory)

on _____
(day/month/year)

(signature of associate)

Duties of an Associate

From the *Adult Protection and Decision Making Act*, Part 1:

- 5 (1) Except as a supported decision-making agreement otherwise provides, the responsibilities of the associate decision-maker are
- (a) to assist the adult to make and express a decision;
 - (b) to assist the adult to obtain relevant information
 - (c) to advise the adult by explaining relevant information and considerations;
 - (d) to ascertain the wishes and decisions of the adult and assist the adult to communicate them; and
 - (e) to endeavour to ensure that the adult's decision is implemented.
- (2) An associate decision-maker shall not exert undue influence upon, nor make decisions on behalf of, the adult.
- 10(1) An associate decision-maker has a right to assist the adult to obtain any information to which the adult is entitled in relation to a decision the associate decision-maker is assisting the adult to make.
- (2) An associate
- (a) Must not, without the consent of the adult, attempt to obtain information that is not reasonably required for assisting the adult to make a decision under the agreement;
 - (b) Must not, without the consent of the adult, use the information for a purpose other than assisting the adult to make a decision under the agreement;
 - (c) Must take reasonable care to ensure that the information is kept secure from unauthorized access, use, or disclosure; and
 - (d) Must, when they no longer need the information for assisting the adult to make a decision under the agreement, dispose of it using reasonable care to ensure that it is kept secure from unauthorized access, use or disclosure.
- (3) Despite subsection (2), an associate decision-maker may, without the consent of the adult, disclose or use information obtained under a representation agreement to the extent necessary for
- (a) Responding to a designated agency making inquiries under section 62 (abuse and neglect);
 - (b) Responding to an investigation by the Public Guardian and Trustee under the Public Guardian and Trustee Act (e.g. financial abuse); or
 - (c) Making an application to the Supreme Court respecting the adult.
- 13(1) An associate decision-maker is not liable for injury to or death of the adult or for financial damage or loss to the adult if the associate decision-maker
- (a) acts honestly, in good faith, and in the best interests of the adult; and
 - (b) exercises the care, diligence, and skill of a reasonable prudent person.
- (2) An associate decision-maker is not liable for a decision made by the adult if the decision-maker did not agree with the decision and advised the adult not to make it.