



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

HB5365

Introduced 2/10/2026, by Rep. Michelle Mussman

SYNOPSIS AS INTRODUCED:

See Index

Amends the Probate Act of 1975. Requires that a guardian ad litem in a petition seeking a guardianship of an adult with alleged disability to inquire with the respondent before the hearing on whether a supported decision-making agreement is an appropriate alternative to guardianship or a limited guardianship is an appropriate alternative to plenary guardianship. Requires that the court make the same inquiry at the hearing and advise the respondent of the right to modify an adjudication of disability using a limited guardianship or termination of guardianship with a supported decision-making agreement. Amends the Supported Decision-Making Agreement Act. Allows the existence of a supported decision-making agreement to be entered into evidence for purposes other than as evidence of capacity or incapacity. Requires that a support decision-making agreement must be written in plain language and include the following: (1) a list of the areas in which both the principal requests support and the supporter agrees to provide support; (2) the supporter's agreement that the supporter is not disqualified from acting as a supporter under the Act; (3) the supporter's agreement that the supporter will complete the training required by the Act; (4) a statement that a supporter is not authorized to make a decision for the principal; and (5) information about how to report suspicion that an adult with a disability is being abused, neglected, or exploited by the supporter. Requires that a supported decision-making agreement must be signed by the principal and each supporter. Provides that the principal may use reasonable modifications, such as assistive technology or physical assistant, to sign the agreement. Provides that a supported decision-making agreement should be reviewed by the principal and all supporters every 2 years and, updated as needed, in the same manner as an initial supported decision-making agreement is executed. Makes other changes.

LRB104 18224 JRC 31663 b

1 AN ACT concerning civil law.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Probate Act of 1975 is amended by changing
5 Sections 11a-10, 11a-11, and 11a-19 and by adding Sections
6 1-2.15a and 1-2.15b as follows:

7 (755 ILCS 5/1-2.15a new)

8 Sec. 1-2.15a. Supported decision-making. "Supported
9 decision-making" has the meaning given to that term in Section
10 10 of the Supported Decision-Making Agreement Act.

11 (755 ILCS 5/1-2.15b new)

12 Sec. 1-2.15b. Supported decision-making agreement.
13 "Supported decision-making agreement" has the meaning given to
14 that term in Section 10 of the Supported Decision-Making
15 Agreement Act.

16 (755 ILCS 5/11a-10) (from Ch. 110 1/2, par. 11a-10)

17 Sec. 11a-10. Procedures preliminary to hearing.

18 (a) Upon the filing of a petition pursuant to Section
19 11a-8, the court shall set a date and place for hearing to take
20 place within 30 days. The court shall appoint a guardian ad
21 litem to report to the court concerning the respondent's best

1 interests consistent with the provisions of this Section,
2 except that the appointment of a guardian ad litem shall not be
3 required when the court determines that such appointment is
4 not necessary for the protection of the respondent or a
5 reasonably informed decision on the petition. If the guardian
6 ad litem is not a licensed attorney, he or she shall be
7 qualified, by training or experience, to work with or advocate
8 for persons with developmental disabilities, the mentally ill,
9 persons with physical disabilities, the elderly, or persons
10 with a disability due to mental deterioration, depending on
11 the type of disability that is alleged in the petition. The
12 court may allow the guardian ad litem reasonable compensation.
13 The guardian ad litem may consult with a person who by training
14 or experience is qualified to work with persons with a
15 developmental disability, persons with mental illness, persons
16 with physical disabilities, or persons with a disability due
17 to mental deterioration, depending on the type of disability
18 that is alleged. The guardian ad litem shall personally
19 observe the respondent prior to the hearing and shall inform
20 him orally and in writing of the contents of the petition and
21 of his rights, including providing a copy of the notice of
22 rights required under subsection (e). The guardian ad litem
23 shall also attempt to elicit the respondent's position
24 concerning the adjudication of disability, the proposed
25 guardian, a proposed change in residential placement, changes
26 in care that might result from the guardianship, and other

1 areas of inquiry deemed appropriate by the court, including
2 whether a supported decision-making agreement is an
3 appropriate alternative to guardianship or a limited
4 guardianship is an appropriate alternative to plenary
5 guardianship. Notwithstanding any provision in the Mental
6 Health and Developmental Disabilities Confidentiality Act or
7 any other law, a guardian ad litem shall have the right to
8 inspect and copy any medical or mental health record of the
9 respondent which the guardian ad litem deems necessary,
10 provided that the information so disclosed shall not be
11 utilized for any other purpose nor be redisclosed except in
12 connection with the proceedings. At or before the hearing, the
13 guardian ad litem shall file a written report detailing his or
14 her observations of the respondent, the responses of the
15 respondent to any of the inquiries detailed in this Section,
16 the opinion of the guardian ad litem or other professionals
17 with whom the guardian ad litem consulted concerning the
18 appropriateness of guardianship, and any other material issue
19 discovered by the guardian ad litem, including whether a
20 supported decision-making agreement is an appropriate
21 alternative to guardianship or a limited guardianship is an
22 appropriate alternative to plenary guardianship. The guardian
23 ad litem shall appear at the hearing and testify as to any
24 issues presented in his or her report.

25 (b) The court (1) may appoint counsel for the respondent,
26 if the court finds that the interests of the respondent will be

1 best served by the appointment, and (2) shall appoint counsel
2 upon the respondent's request or if the respondent takes a
3 position adverse to that of the guardian ad litem. The
4 respondent shall be permitted to obtain the appointment of
5 counsel either at the hearing or by any written or oral request
6 communicated to the court prior to the hearing. The summons
7 shall inform the respondent of this right to obtain appointed
8 counsel. The court may allow counsel for the respondent
9 reasonable compensation.

10 (c) The allocation of guardian ad litem fees and costs is
11 within the discretion of the court. No legal fees, appointed
12 counsel fees, guardian ad litem fees, or costs shall be
13 assessed against the Office of the State Guardian, the public
14 guardian, an adult protective services agency, the Department
15 of Children and Family Services, or the agency designated by
16 the Governor under Section 1 of the Protection and Advocacy
17 for Persons with Developmental Disabilities Act.

18 (d) The hearing may be held at such convenient place as the
19 court directs, including at a facility in which the respondent
20 resides.

21 (e) Unless he is the petitioner, the respondent shall be
22 personally served with a copy of the petition and a summons not
23 less than 14 days before the hearing. The summons shall be
24 printed in large, bold type and shall include the following:

25 NOTICE OF RIGHTS OF RESPONDENT

26 You have been named as a respondent in a guardianship

1 petition asking that you be declared a person with a
2 disability. If the court grants the petition, a guardian will
3 be appointed for you. A copy of the guardianship petition is
4 attached for your convenience.

5 The date and time of the hearing are:

6 The place where the hearing will occur is:

7 The Judge's name and phone number is:

8 If a guardian is appointed for you, the guardian may be
9 given the right to make all important personal decisions for
10 you, such as where you may live, what medical treatment you may
11 receive, what places you may visit, and who may visit you. A
12 guardian may also be given the right to control and manage your
13 money and other property, including your home, if you own one.
14 You may lose the right to make these decisions for yourself.

15 You have the following legal rights:

16 (1) You have the right to be present at the court
17 hearing.

18 (2) You have the right to be represented by a lawyer,
19 either one that you retain, or one appointed by the Judge.

20 (3) You have the right to ask for a jury of six persons
21 to hear your case.

22 (4) You have the right to present evidence to the
23 court and to confront and cross-examine witnesses.

24 (5) You have the right to ask the Judge to appoint an
25 independent expert to examine you and give an opinion
26 about your need for a guardian.

1 (6) You have the right to ask that the court hearing be
2 closed to the public.

3 (7) You have the right to tell the court whom you
4 prefer to have for your guardian.

5 (8) You have the right to ask a judge to find that
6 although you lack some capacity to make your own
7 decisions, you can make other decisions, and therefore it
8 is best for the court to appoint only a limited guardian
9 for you.

10 You do not have to attend the court hearing if you do not
11 want to be there. If you do not attend, the Judge may appoint a
12 guardian if the Judge finds that a guardian would be of benefit
13 to you. The hearing will not be postponed or canceled if you do
14 not attend. If you are unable to attend the hearing in person
15 or you will suffer harm if you attend, the Judge can decide to
16 hold the hearing at a place that is convenient. The Judge can
17 also follow the rule of the Supreme Court of this State, or its
18 local equivalent, and decide if a video conference is
19 appropriate.

20 IT IS VERY IMPORTANT THAT YOU ATTEND THE HEARING IF YOU DO
21 NOT WANT A GUARDIAN OR IF YOU WANT SOMEONE OTHER THAN THE
22 PERSON NAMED IN THE GUARDIANSHIP PETITION TO BE YOUR GUARDIAN.
23 IF YOU DO NOT WANT A GUARDIAN OR IF YOU HAVE ANY OTHER
24 PROBLEMS, YOU SHOULD CONTACT AN ATTORNEY OR COME TO COURT AND
25 TELL THE JUDGE.

26 Service of summons and the petition may be made by a

1 private person 18 years of age or over who is not a party to
2 the action.

3 [END OF FORM]

4 (f) Notice of the time and place of the hearing shall be
5 given by the petitioner by mail or in person to those persons,
6 including the proposed guardian, whose names and addresses
7 appear in the petition and who do not waive notice, not less
8 than 14 days before the hearing.

9 (Source: P.A. 102-72, eff. 1-1-22; 102-191, eff. 1-1-22;
10 102-813, eff. 5-13-22.)

11 (755 ILCS 5/11a-11) (from Ch. 110 1/2, par. 11a-11)

12 Sec. 11a-11. Hearing.

13 (a) The respondent is entitled to be represented by
14 counsel, to demand a jury of 6 persons, to present evidence,
15 and to confront and cross-examine all witnesses. The hearing
16 may be closed to the public on request of the respondent, the
17 guardian ad litem, or appointed or other counsel for the
18 respondent. Unless excused by the court upon a showing that
19 the respondent refuses to be present or will suffer harm if
20 required to attend, the respondent shall be present at the
21 hearing.

22 (b) (Blank).

23 (c) (Blank).

24 (d) In an uncontested proceeding for the appointment of a
25 guardian the person who prepared the report required by

1 Section 11a-9 will only be required to testify at trial upon
2 order of court for cause shown.

3 (e) At the hearing the court shall inquire regarding: (1)
4 the nature and extent of respondent's general intellectual and
5 physical functioning; (2) the extent of the impairment of his
6 adaptive behavior if he is a person with a developmental
7 disability, or the nature and severity of his mental illness
8 if he is a person with mental illness; (3) the understanding
9 and capacity of the respondent to make and communicate
10 responsible decisions concerning his person; (4) the capacity
11 of the respondent to manage his estate and his financial
12 affairs; (5) the appropriateness of proposed and alternate
13 living arrangements; (6) the impact of the disability upon the
14 respondent's functioning in the basic activities of daily
15 living and the important decisions faced by the respondent or
16 normally faced by adult members of the respondent's community;
17 ~~and~~ (7) the use of a supported decision-making agreement or
18 limited guardianship as an alternative to plenary
19 guardianship; and (8) any other area of inquiry deemed
20 appropriate by the court.

21 (f) An authenticated transcript of the evidence taken in a
22 judicial proceeding concerning the respondent under the Mental
23 Health and Developmental Disabilities Code is admissible in
24 evidence at the hearing.

25 (g) If the petition is for the appointment of a guardian
26 for a beneficiary of the Veterans Administration who has a

1 disability, a certificate of the Administrator of Veterans
2 Affairs or his representative stating that the beneficiary has
3 been determined to be incompetent by the Veterans
4 Administration on examination in accordance with the laws and
5 regulations governing the Veterans Administration in effect
6 upon the date of the issuance of the certificate and that the
7 appointment of a guardian is a condition precedent to the
8 payment of any money due the beneficiary by the Veterans
9 Administration, is admissible in evidence at the hearing.

10 (Source: P.A. 98-1094, eff. 1-1-15; 99-143, eff. 7-27-15.)

11 (755 ILCS 5/11a-19) (from Ch. 110 1/2, par. 11a-19)

12 Sec. 11a-19. Notice of right to seek modification. At the
13 time of the appointment of a guardian the court shall inform
14 the ward of his right under Section 11a-20 to petition for
15 termination of adjudication of disability, revocation of the
16 letters of guardianship of the estate or person, or both, ~~or~~
17 modification of the duties of the guardian, or modification of
18 an adjudication of disability using a limited guardianship or
19 termination of guardianship with a supported decision-making
20 agreement under the Supported Decision Making Agreement Act
21 and shall give the ward a written statement explaining this
22 right and the procedures for petitioning the court. The notice
23 shall be in large type and shall be in a format substantially
24 similar to the following:

25 IN THE CIRCUIT COURT OF THE ... JUDICIAL CIRCUIT OF ILLINOIS

1 Entered this.....day of....., 20....

2

3 JUDGE

4 [...] At the time of the appointment of the Guardian in this
5 cause, the court informed the ward of his or her rights under
6 Section 11a-20 of the Illinois Probate Act and gave the ward,
7 in open court, the above-written notice explaining these
8 rights and procedures.

9 or

10 [...] The Clerk of the Circuit Court shall mail a copy of the
11 above-written notice to the above-named person with a
12 disability at the residence address set forth in the petition
13 filed herein.

14 Copy Mailed:

15

16 Clerk of the Circuit Court

17 [END OF FORM]

18 (Source: P.A. 102-72, eff. 1-1-22.)

19 Section 10. The Supported Decision-Making Agreement Act is

1 amended by changing Sections 5, 10, 15, 30, 50, and 70 as
2 follows:

3 (755 ILCS 9/5)

4 Sec. 5. Purpose; interpretation. The purpose of this Act
5 is to protect vulnerable adults from exploitation by
6 recognizing ~~recognize~~ a less-restrictive alternative to
7 guardianship for adults ~~with intellectual and developmental~~
8 ~~disabilities~~ who need support making ~~assistance with~~ decisions
9 regarding daily living and who, with proper support, retain
10 the capacity to make those decisions. Supported
11 decision-making is intended to provide individuals a way to
12 maintain autonomy and decision-making authority over their own
13 lives by developing and maintaining voluntary supports to
14 assist them in understanding, making, communicating, and
15 implementing their own informed choices.

16 This Act shall be administered and interpreted in
17 accordance with the following principles:

18 (1) All adults, including adults with disabilities and
19 older adults, are presumed competent and to have the
20 capacity to make decisions regarding their day-to-day
21 health, safety, welfare, and social and financial affairs,
22 ~~should be able~~ to live in the manner they choose and to
23 accept or refuse support, assistance, or protection unless
24 otherwise determined through legal proceedings ~~as long as~~
25 ~~they do not harm others and are capable of making~~

1 ~~decisions about these matters.~~

2 (2) All adults should be able to be informed about
3 and, to the best of their ability and with the supports
4 they choose, participate in decisions regarding daily
5 living and managing their affairs.

6 (3) Adults use a wide range of voluntary supports to
7 help them understand, make, and communicate their own
8 decisions. These voluntary arrangements should be
9 encouraged and recognized as a valid way for people to
10 strengthen their capacity and maintain their autonomy.

11 (4) All adults should receive the most effective yet
12 least restrictive and intrusive forms of support,
13 assistance, and protection when they are unable to care
14 for themselves or manage their affairs alone. The capacity
15 of an adult should be assessed with any supports,
16 including supported decision-making, that the person is
17 using or could use.

18 (5)~~(4)~~ The values, beliefs, wishes, cultural norms,
19 and traditions that the principal holds should be
20 respected.

21 (6) To safeguard vulnerable persons from exploitation,
22 supported decision-making agreements must set forth the
23 specific areas for which the supporter requests support;
24 should be reviewed every 2 years; include information
25 about how to report abuse, neglect, or exploitation of an
26 adult with disabilities; allow an interested person to

1 seek suspension or revocation of a supported
2 decision-making agreement; require a supporter to attest
3 that the supporter must complete training and is not
4 ineligible to serve as a supporter; is automatically
5 terminated if a supporter becomes disqualified; contain
6 the names and signatures of 2 witnesses; and include a
7 statement that the supporter is not authorized to make a
8 decision for the principal.

9 (7) Under a supported decision-making agreement:

10 (A) the principal makes the decisions and retains
11 all personal rights and autonomy;

12 (B) the principal chooses trusted individuals to
13 support them; and

14 (C) supporters advise the principal, provide
15 information, and help them understand the implications
16 of different choices, but they do not make the
17 decision.

18 (Source: P.A. 102-614, eff. 2-27-22.)

19 (755 ILCS 9/10)

20 Sec. 10. Definitions. As used in this Act:

21 "Adult" means a person who is at least 18 years of age.

22 "Everyday life decisions" means decisions that support
23 one's existence, including, but not limited to, decisions
24 regarding medical care and treatment, one's residence, work,
25 finances, and social life.

1 "Interested person" means the principal's spouse, parent,
2 or adult child; a governmental agency having regulatory
3 authority to protect the welfare of the principal; a service
4 provider as defined in the Guardianship and Advocacy Act; and
5 the principal's caregiver or another person who demonstrates
6 sufficient interest in the principal's welfare.

7 "Principal" means an adult who is not under plenary
8 guardianship and has not otherwise been declared by a
9 physician to lack decisional capacity and ~~with intellectual or~~
10 ~~developmental disabilities~~ who seeks to enter, or has entered,
11 into a supported decision-making agreement with a supporter
12 under this Act.

13 "Supported decision-making" means a process of supporting
14 and accommodating a principal to assist the principal in
15 making life decisions under a supported decision-making
16 agreement.

17 "Supported decision-making agreement" means an agreement
18 between a principal and a supporter under this Act that
19 identifies the life decisions that can be supported, which may
20 include, but are not limited to, decisions related to where
21 the principal wants to live, with whom the principal wants to
22 live, where the principal wants to work, and the services,
23 supports, or medical care the principal wants to receive
24 without impeding the self-determination of the principal.

25 "Supporter" means an adult who has entered into a
26 supported decision-making agreement with a principal under

1 this Act.

2 (Source: P.A. 102-614, eff. 2-27-22.)

3 (755 ILCS 9/15)

4 Sec. 15. Presumption of capability.

5 (a) All adults are presumed to be capable of making
6 decisions regarding daily living and to have capacity unless
7 otherwise determined by a court. A diagnosis of mental
8 illness, intellectual disability, ~~or~~ developmental disability,
9 or neurological disorder, of itself, does not void the
10 presumption of capacity.

11 (b) The manner in which an adult communicates with others
12 is not grounds for deciding that the adult is incapable of
13 managing the affairs of the adult.

14 (c) The execution of a supported decision-making agreement
15 may not be used as evidence of capacity or incapacity in any
16 civil or criminal proceeding; however, the existence of such
17 an agreement may be entered into evidence for purposes other
18 than as evidence of capacity or incapacity. The execution of a
19 supported decision-making agreement ~~and~~ does not preclude the
20 ability of the adult who has entered into a supported
21 decision-making agreement to act independently of the
22 agreement.

23 (Source: P.A. 102-614, eff. 2-27-22.)

24 (755 ILCS 9/30)

1 Sec. 30. Supporter duties.

2 (a) Except as otherwise provided by a supported
3 decision-making agreement, a supporter may:

4 (1) Assist the principal in understanding information,
5 options, responsibilities, and consequences of the life
6 decisions of the principal, including those decisions
7 related to the affairs or support services of the
8 principal.

9 (2) Help the principal access, obtain, and understand
10 any information that is relevant to any given life
11 decision, including a medical, psychological, financial,
12 or educational decision, or any treatment records or
13 records necessary to manage the affairs or support
14 services of the principal.

15 (3) Assist the principal in finding, obtaining, making
16 appointments for, and implementing the support services or
17 plans for support services of the principal.

18 (4) Help the principal monitor information about the
19 affairs or support services of the principal, including
20 keeping track of future necessary or recommended services.

21 (5) Ascertain the wishes and decisions of the
22 principal in order to advocate that the wishes and
23 decisions of an individual with disabilities are
24 implemented.

25 (b) A supporter shall act with the care, competence, and
26 diligence ordinarily exercised by an individual in a similar

1 circumstance, with due regard to the possession of, or lack
2 of, special skills or expertise.

3 (c) A supporter shall complete the ~~seek~~ training developed
4 by the Guardianship and Advocacy Commission and ~~education~~
5 regarding the responsibilities and limitations of the
6 supporter role within 45 days of signing the consent to act as
7 a supporter. The Guardianship and Advocacy Commission shall
8 provide public information about this Act and the supporter
9 role, responsibilities, and limitations.

10 The Guardianship and Advocacy Commission shall develop
11 training and education materials for both principals and
12 supporters, including, but not limited to, sample agreements
13 that will be posted on the website of the Commission along with
14 public awareness materials.

15 (Source: P.A. 102-614, eff. 2-27-22.)

16 (755 ILCS 9/50)

17 Sec. 50. Agreement instrument.

18 (a) A support decision-making agreement must be written in
19 plain language and include the following:

20 (1) a list of the areas in which both the principal
21 requests support and the supporter agrees to provide
22 support;

23 (2) the supporter's agreement that the supporter is
24 not disqualified from acting under Section 20 of this Act;

25 (3) the supporter's agreement that the supporter will

1 complete the training required by subsection (c) of
2 Section 30 of this Act;

3 (4) a statement that a supporter is not authorized to
4 make a decision for the principal; and

5 (5) information about how to report suspicion that an
6 adult with a disability is being abused, neglected, or
7 exploited by the supporter.

8 (b) A supported decision-making agreement must be signed
9 by the principal and each supporter. The principal may use
10 reasonable modifications, such as assistive technology or
11 physical assistant, to sign the agreement.

12 (c) A supported decision-making agreement should be
13 reviewed by the principal and all supporters every 2 years
14 and, updated as needed, in the same manner as an initial
15 supported decision-making agreement is executed.

16 (d) A supported decision-making agreement is valid if it
17 substantially follows the following form:

18 "SUPPORTED DECISION-MAKING AGREEMENT

19 Important Information for the Supporter: Duties

20 If you agree to provide support to the principal, you have
21 a duty to:

22 (1) act in good faith;

23 (2) act within the authority granted in this
24 agreement;

- 1 (3) act loyally and without self-interest; ~~and~~
- 2 (4) avoid conflicts of interest; and ~~+~~
- 3 (5) complete the training required in Section 30 of
- 4 the Supported Decision-Making Agreement Act.

Appointment of Supporter

6 I, (insert principal's name), make this agreement of my
7 own free will.

8 I agree and designate that the following individual is my
9 supporter:

10 Name:.....

11 Address:

12 Phone Number:.....

13 Email Address:

14 My supporter is to help me make decisions for myself and
15 may help me with making everyday life decisions relating to
16 the following:

17 (Yes/No) obtaining food, clothing, and shelter.

18 (Yes/No) taking care of my physical and emotional
19 health.

20 (Yes/No) managing my financial affairs.

21 (Yes/No) applying for public benefits.

22 (Yes/No) helping me find work.

1 (Yes/No) assisting with residential services.

2 (Yes/No) helping me with school.

3 (Yes/No) helping me advocate for myself.

4 My supporter is not allowed to make decisions for me. To
5 help me with my decisions, my supporter may:

6 (1) help me access, collect, or obtain information
7 that is relevant to a decision, including medical,
8 psychological, financial, educational, housing, and
9 treatment records;

10 (2) help me understand my options so that I can make an
11 informed decision; and

12 (3) help me communicate my decision to appropriate
13 persons.

14 I want my supporter to have:

15 (Yes/No) A release allowing my supporter to see
16 protected health information under the Health Insurance
17 Portability and Accountability Act of 1996 is attached.

18 (Yes/No) A release allowing my supporter to see
19 confidential information under the Mental Health and
20 Developmental Disabilities Confidentiality Act is
21 attached.

22 (Yes/No) A release allowing my supporter to see
23 educational records under the Family Educational Rights
24 and Privacy Act of 1974 and the Illinois School Records

1 Act is attached.

2 (Yes/No) A release allowing my supporter to see
3 substance abuse records under Confidentiality of Alcohol
4 and Drug Abuse Patient Records regulations is attached.

5 This supported decision-making agreement is effective
6 immediately and will continue until (insert date) or until the
7 agreement is terminated by my supporter or me or by operation
8 of law.

9 Signed this day of, 20....

10 (Signature of Principal) (Printed name of principal)

11 Consent of Supporter

12 I, (name of supporter), consent to act as a supporter
13 under this agreement.

14 (Signature of supporter) (Printed name of supporter)

15 (Witness 1 signature) (Printed name of witness 1)

16 (Witness 2 signature) (Printed name of witness 2)

17 WARNING: PROTECTION FOR THE ADULT WITH A DISABILITY

18 IF A PERSON WHO RECEIVES A COPY OF THIS AGREEMENT OR IS AWARE
19 OF THE EXISTENCE OF THIS AGREEMENT HAS CAUSE TO BELIEVE THAT

1 THE ADULT WITH A DISABILITY IS BEING ABUSED, NEGLECTED, OR
2 EXPLOITED BY THE SUPPORTER, THE PERSON SHALL REPORT THE
3 ALLEGED ABUSE, NEGLECT, OR EXPLOITATION TO THE ADULT
4 PROTECTIVE SERVICES HOTLINE: 1-866-800-1409, 1-888-206-1327
5 (TTY)."

6 This form is not intended to exclude other forms or
7 agreements that identify the principal, supporter, and types
8 of supports.

9 (Source: P.A. 102-614, eff. 2-27-22.)

10 (755 ILCS 9/70)

11 Sec. 70. Term of agreement; revocation.

12 (a) A supported decision-making agreement extends until
13 ~~terminated by either party or by the terms of the agreement.~~

14 (b) A supported decision-making agreement is terminated
15 if:

16 (1) the Office of Inspector General or Adult
17 Protective Services substantiated an allegation of abuse
18 or neglect by the supporter; ~~or~~

19 (2) there is a restraining order against the supporter
20 by or on behalf of the principal;~~;~~

21 (3) all supporters become disqualified from acting as
22 a supporter under Section 20 of this Act;

23 (4) the principal revokes the agreement;

24 (5) the supporter resigns;

1 (6) ordered by a court; or

2 (7) the agreement includes a termination date.

3 (b-5) A supported decision-making agreement is suspended
4 while:

5 (1) the conditions of Section 15 of the Health Care
6 Surrogate Act are met;

7 (2) a medical or psychological evaluation has
8 concluded the principal lacks decisional capacity but a
9 subsequent evaluation has not yet found the principal's
10 decisional capacity restored; or

11 (3) the agency established in a durable power of
12 attorney has begun but not yet terminated.

13 (c) A principal may revoke his or her supported
14 decision-making agreement and invalidate the supported
15 decision-making agreement at any time by:

16 (1) canceling or destroying the supported
17 decision-making agreement or directing another in the
18 presence of the principal to destroy the decision-making
19 agreement;

20 (2) executing a statement, in writing, that is signed
21 and dated by the principal, expressing his or her intent
22 to revoke the supported decision-making agreement; or

23 (3) verbally expressing the intent of the principal to
24 revoke the supported decision-making agreement in the
25 presence of 2 witnesses.

26 (d) Unless the supported decision-making agreement

1 provides a different method for the resignation of the
2 supporter ~~support~~, a supporter may resign by giving written
3 notice to the principal.

4 (d-5) A supporter must give written notice to the
5 principal if the supporter becomes disqualified from acting as
6 a supporter under Section 20 of this Act.

7 (e) The last signed agreement holds.

8 (f) Upon the filing of a petition by an interested person,
9 a court may suspend or terminate a supported decision-making
10 agreement if necessary to ensure the well-being and safety of
11 the principal. Proceedings under this subsection may be
12 commenced in the county where the principal resides.

13 (Source: P.A. 102-614, eff. 2-27-22.)

1 INDEX

2 Statutes amended in order of appearance

3 755 ILCS 5/1-2.15a new

4 755 ILCS 5/1-2.15b new

5 755 ILCS 5/11a-10 from Ch. 110 1/2, par. 11a-10

6 755 ILCS 5/11a-11 from Ch. 110 1/2, par. 11a-11

7 755 ILCS 5/11a-19 from Ch. 110 1/2, par. 11a-19

8 755 ILCS 9/5

9 755 ILCS 9/10

10 755 ILCS 9/15

11 755 ILCS 9/30

12 755 ILCS 9/50

13 755 ILCS 9/70