KANSAS OFFICE of
REVISOR of STATUTES
LEGISLATURE of THE STATE of KANSAS
Legislative Attorneys transforming ideas into legislation.

300 SW TENTH AVENUE ▪ SUITE 24-E ▪ TOPEKA, KS 66612 ▪ (785) 296-2321

MEMORANDUM

To: House Committee on Judiciary
From: Office of Revisor of Statutes
Date: February 11, 2026
Subject: Bill Brief for HB 2609 (As Introduced)

House Bill 2609 enacts the supported decision-making agreements act to provide a statutory framework for allowing an adult to receive decision-making assistance from one or more other adults, requirements for decision-making agreements, and duties related thereto.

The bill would enact new Sections 1 through 9, to be known as the supported decision-making agreements act. Section 1 names the act and Section 2 provides definitions. "Decision" means a decision relating to the affairs of a principal. "Affairs" means decisions related to the following affairs of a principal: (1) Monitoring health, obtaining, scheduling, implementing and coordinating health and support services, understanding healthcare information and options, providing for care and comfort, and other healthcare and personal matters in which the principal makes decisions about the principal's healthcare; (2) managing income and assets and the use of income and assets for clothing, support, care, comfort, education, shelter and payment of other liabilities of the principal; (3) handling personal, healthcare and financial matters that arise in the course of daily living; (4) monitoring information about the principal's support services, including necessary or recommended future support services; (5) living arrangements, including where and with whom the principal wants to live; and (6) working arrangements, including where the principal wants to work. "Principal" means an adult who enters into a supported decision-making agreement to receive decision-making assistance and "supporter" means an adult who enters into a supported decision-making agreement to provide such assistance.

Section 3 provides that an adult may enter into a supported decision-making agreement that allows the adult to receive decision-making assistance with the adult's affairs from one or more other adults. The adult wanting to receive decision-making assistance shall not enter into an agreement unless the adult enters into the agreement voluntarily and without coercion or undue

influence and understands the nature and effect of the agreement. An adult shall not enter into an agreement if the agreement encroaches on the authority of a guardian or conservator of the adult, unless the guardian or conservator approves in writing the adult entering into the agreement. A supporter shall be an adult, but shall not be a person against whom a protective order or restraining order has been entered by a court on request of or on behalf of the principal.

Section 4 provides that the duties and obligations of the principal (the adult receiving decision-making assistance) and the supporter (the adult providing such assistance) are agreed to in a supported decision-making agreement. Such agreements shall name each supporter providing the principal with assistance, describe the scope of the assistance each supporter is providing, and contain a notice to third parties summarizing the rights and obligations of each supporter named in the agreement. One agreement may include multiple supporters and may name alternate supporters who may assume the duties and obligations of a supporter who can no longer act under the agreement. Each supporter is required to make a declaration acknowledging such supporter's relationship with the principal, the supporter's willingness to provide assistance, and the supporter's duties under the agreement. Each declaration is incorporated into the agreement.

Section 5 provides that an agreement is valid if: (1) The agreement is dated and in writing; (2) the agreement satisfies the requirements of Sections 3 and 4; (3) the agreement has been signed by the principal and each named supporter, including any alternate supporter, under penalty of perjury; and (4) when the principal has a guardian or conservator, the principal has notified the guardian or conservator of the agreement. The agreement shall be substantially in compliance with a form to be developed by the judicial council.

Section 6 provides that an agreement may become effective on a certain date and may be effective for a certain period of time. If no dates are provided, the agreement is effective upon completed execution and terminates upon subsequent action by the parties. An agreement may be terminated either in whole or in part at any time. A termination under this section shall be dated and in writing, and a termination becomes effective immediately upon execution. The termination shall be signed by the terminating party. If the principal becomes incapacitated, the agreement shall be terminated. A third party is not liable or subject to a penalty for providing information to a supporter after incapacity unless or until the third party has actual knowledge that the principal is incapacitated or the agreement has been terminated. A principal or supporter terminating all or a portion of an agreement shall notify the other party to the agreement that the agreement has been

terminated. Notice shall be given in person, by certified mail or by electronic means. Lack of notice does not invalidate termination. If a portion of an agreement is terminated under this section and the termination is consistent with this section, the remainder of the agreement remains in effect.

Section 7 provides that a supporter owes the principal a fiduciary duty to act in accordance with the supported decision-making agreement. Except as limited by an agreement, a supporter may provide to a principal the following decision-making assistance about the principal's affairs: (1) Assisting with making decisions, communicating decisions, and understanding information about, options for, the responsibilities of, and the consequences of decisions; (2) accessing, obtaining, and understanding information that is relevant to decisions necessary for the principal to manage the principal's affairs, including medical, psychological, financial and educational information, medical treatment records and other records; (3) ascertaining the wishes and decisions of the principal, assisting in communicating those wishes and decisions to other persons, and advocating to ensure the implementation of the principal's wishes and decisions; and (4) accompanying the principal and participating in discussions with other persons when the principal is making decisions or attempting to obtain information for decisions. A supporter shall not: (1) Exert undue influence on the principal; (2) make decisions for or on behalf of the principal; (3) sign for the principal or provide an electronic signature of the principal to a third party; (4) obtain, without the consent of the principal, information that is not reasonably related to matters with which the supporter may assist the principal under the agreement; or (5) use, without the consent of the principal, information acquired for a purpose authorized by the agreement for a purpose other than assisting the principal to make a decision under the agreement. A supporter acting in good faith in accordance with the provisions of this act shall not be liable to either the principal or any third party for any injuries, damages or other losses arising from a decision made by a principal in which the supporter assisted the principal or was otherwise involved.

Section 8 provides that a person shall recognize a decision or request made or communicated with the decision-making assistance of a supporter under the supported decision-making agreements act as the decision or request of the principal for the purposes of a provision of law. A person who, in good faith, either acts in reliance on an authorization in an agreement or declines to honor an authorization in an agreement is not subject to civil or criminal liability or to discipline for unprofessional conduct for: (1) Complying with an authorization in an agreement, if the person is complying based on an assumption that the underlying agreement was valid when

made and has not been terminated; (2) declining to comply with an authorization in an agreement if the person is declining based on actual knowledge that the agreement is unauthorized because: (A) The financial institution cannot in good faith comply with the limitations set forth in the agreement; or (B) the person makes or has actual knowledge that another person has made a report under K.S.A. 9-1431 or 39-1402 stating a good faith belief that the principal may be subject to physical or financial abuse, neglect, exploitation or abandonment by the supporter; or (3) declining to comply with an authorization related to healthcare in an agreement, if the person is declining because the action proposed to be taken under the agreement is contrary to the good faith medical judgment of the person or to a written policy of a healthcare institution that is based on reasons of conscience.

Section 9 provides that an adult who enters into a supported decision-making agreement may act without the decision-making assistance of the supporter. The execution of an agreement shall not constitute evidence that the principal does not have capacity. In the application of the supported decision-making agreements act: (1) All adults are assumed to have capacity to manage their affairs as defined in Section 2; (2) the act does not preclude the ability of the adult who has entered into such an agreement to act independently of the agreement; (3) the manner in which the principal communicates with others is not grounds for deciding that such principal is incapable of managing such principal's affairs; and (4) execution of a supported decision-making agreement may not be used as evidence for the petition or appointment of a guardianship or conservatorship.

Section 10 amends K.S.A. 21-5417, the crime of mistreatment of a dependent adult or an elder person. Violation of the supported decision-making agreements act is referenced as one means of taking the personal property or financial resources of a dependent adult or an elder person that would be a violation of this section.

HB 2609 would take effect from and after publication in the statute book, July 1, 2026.