**Assisted Decision Making Agreement**

**for Management of Law Practice Upon**

**Inability to Practice Law for Any Reason**

**Supplemental to Minnesota Statutory Short Form**

**Power of Attorney**

1. **Designation of Agent.**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a licensed Minnesota attorney in private practice, appoint **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a licensed Minnesota attorney, as my Agent to Manage my law practice if I become unable to do so, while conferring with me. If my first named agentshould be or become unable or unwilling to serve as my Agent, then I appoint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a licensed Minnesota attorney, as my Successor Agent to Manage my law practice, while conferring with me. The term “*Agent*,” as used herein, shall refer to the initial and Successor Agent unless otherwise provided herein. My named agents shall have the authority to appoint an additional agent if neither of them are able to serve and if I lack the capacity to name an additional agent, said appointment to be made in writing and attached to this document.

1. **Effective Date and Durability.**

This Assisted Decision Making Agreement is immediately effective, but shall only require my Agent to act if:

1. I sign the paragraph at the end of this document, and alert my Agent, acknowledging that I will be unable to manage my law practice;
2. A physician signs a letter that I am incapacitated and unable to work as a lawyer, said letter to be attached to this document;
3. My spouse or adult child or a member of my law office support staff informs my Agent that I am unable or unavailable to practice law, at which point my Agent shall seek my signature or a signature of a physician or an order from the Minnesota Attorney Licensing Board.

The presumption shall be that my inability to work shall be of a partial and temporary nature, except when 1) the physician’s letter states that the incapacity is permanent; or 2) my incapacity or unavailability has persisted for three (3) months. My Agent shall confer with me both to allow me to participate in decisions regarding my law practice and to participate in particular in the decision that I am no longer incapacitated.

I may revoke this Agreement at any time. Unless I revoke, the authority granted by this Agreement shall not terminate for as long as it is needed. I expect to re-engage with managing my law practice when I am no longer incapacitated. My Agent shall cooperate in transitioning my practice to my full control. I acknowledge my clients are allowed to chose their own lawyer and may choose to my Agent, but I am trusting my Agent not to use my incapacity as a marketing opportunity.

For the limited purpose of the Physician’s Letter in 2(b) above, I authorize the physician who signs that letter to disclose my physical or mental condition in that letter, and ask my Agent to treat said letter as confidential. My Agent is authorized to receive and release the physician’s final determination of my incapacity.

1. **Limited Powers of Agent during Temporary Disability.**

My Agent and I have executed a Succession Agreement dated \_\_\_\_\_\_\_\_\_\_\_ \_\_, 20\_\_ (“Succession Agreement”) that governs the management of my law practice and client files upon my death, incapacity, or inability to practice law for any reason. A copy of the Succession Agreement is attached to this Power of Attorney as **Exhibit A**.

My Agent shall have the power and authority to perform any and all duties, to take any and all actions, and to execute any and all documents and agreements necessary to comply with the terms of that Succession Agreement and my Agent shall act in accordance with such Succession Agreement at all times that my Agent is serving hereunder. Without limiting the foregoing, my Agent shall have the specific powers granted to my Designee in **Paragraph 4** of the Succession Agreement during any period in which I am subject to a Temporary Disability.

1. **Limited Powers of Agent during Permanent Disability.**

My Agent shall have the power and authority to perform any and all duties, to take any and all actions, and to execute any and all documents and agreements necessary to comply with the terms of the Succession Agreement and my Agent shall act in accordance with such Succession Agreement at all times that my Agent is serving hereunder. Without limiting the foregoing, my Agent shall have the specific powers granted to my Designee in **Paragraph 5** of the Succession Agreement during any period in which I am subject to a Permanent Disability.

1. **Liability of Agent.**

My Agent shall not be liable for any loss sustained through an error of judgment made in good faith, but shall be liable for gross negligence, willful misconduct or bad faith in the performance of any of the provisions of this Power of Attorney. My Agent shall notify my lawyer’s insurance company and coordinate coverage for my practice.

1. **Compensation of Agent.**

My Agent shall be compensated pursuant to the terms of the Succession Agreement and my Agent agrees that any services performed as my Agent hereunder will be done without compensation apart from that provided under the terms of the Succession Agreement, either during my life or upon my death, but my Agent shall be entitled to reimbursement for all reasonable expenses incurred as a result of carrying out any provisions of this Power of Attorney.

1. **Accounting by Agent.**

Upon my request, the request of my Conservator, or the request of the personal representative of my Estate, or the request of the Trustee of my Revocable Trust, my Agent shall provide a complete accounting as to all acts performed pursuant to this Power of Attorney.

1. **Protection of Third Parties.**

No person who relies in good faith upon any representations by my Agent shall be liable to me, my Estate, my heirs or assigns, for recognizing the Agent’s authority hereunder.

**EXECUTED** on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_ County, Minnesota.

**STATE OF MINNESOTA )**

**) ss:**

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

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ appeared before me, the undersigned Notary Public, known to me, and executed the foregoing instrument and acknowledged that they signed as their voluntary act and deed.

**NOTARY PUBLIC**

**My Commission Expires:**