

Making & Registering Your Representation Agreement Section 9 (RA9)

IMPORTANT: Save this document to your computer (close and right click on the link) and then open using Acrobat Reader. This will ensure the RA9 form will print correctly and will be fillable. If needed, click to download the current version of Reader at <https://get.adobe.com/reader/>

Headings below are links—click to view section

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WHO IS NIDUS?

The Nidus Personal Planning Resource Centre is a **non-profit charitable organization**. Nidus provides information and assistance to British Columbians about personal planning and has particular expertise in Representation Agreements. Nidus does not give legal advice. There is currently no organization like Nidus in any other province, or other country.

- › Nidus is a Latin term for nest: a symbol of support and safety.
- › Nidus was established in 1995 by citizens and community groups who were involved in a consensus based grassroots law reform of adult guardianship. A community-government partnership led to the creation of the Representation Agreement Act and the Health Care Consent and Care Facility Admission Act and two other related statutes. The law reform was a non-partisan effort and unanimously supported by the Legislative Assembly of BC.
- › The Representation Agreement Act of BC came into effect on February 28, 2000. Nidus helps adults to learn about, make, register and use Representation Agreements—to maintain and enhance their self-determination at critical times when others may question their capability and dismiss their wishes.
- › Although the BC government supported the law reform, it has not funded education for the public or those within its own systems and programs. Thanks to donations and fees for services and various short-term project grants, Nidus tries to fill the gaps.
- › Nidus collaborates with legal experts to help us provide accurate and up-to-date information and legal forms. Nidus collaborates with health care providers and the key contacts in the financial sector on best practices for education and ethical use of planning documents.

Nidus also operates the **Personal Planning Registry**, which was first discussed during the law reform. The government decided not to implement a Registry and Nidus launched the first online version in 2002 because the public wanted it. *'After all, there is a Registry for Wills but it is for after you die. Timely communication is much more critical while you are alive!'*

- › Nidus launched its new online Registry system in June 2014—with more features and incorporating the latest technology. The Personal Planning Registry is financially sustainable and the only one of its kind!
- › Registry fees are modest and any surplus revenues go toward the charitable education work of Nidus.
- › The Registry service offers centralized storage for important information and documents, such as Representation Agreements, Enduring Powers of Attorney and even copies of Wills.
- › The Registry helps you keep organized; it's convenient and provides safe and accessible management. The Registry lets you make your plans available to those who need to know—so your wishes can be found and honoured.

HOW CAN YOU SUPPORT NIDUS?

Nidus is a charity and donations receive a receipt for income tax purposes. Go to www.nidus.ca to make a donation online or send a cheque. If you would like to be a sponsor or contract our services, please email info@nidus.ca You can also help by telling others about Nidus —the law belongs to all of us.

Who is this package for?

This package is for **adults** who are **on the future path**. (The age of adulthood in BC is 19 years.)

In BC, there are two paths for personal planning:

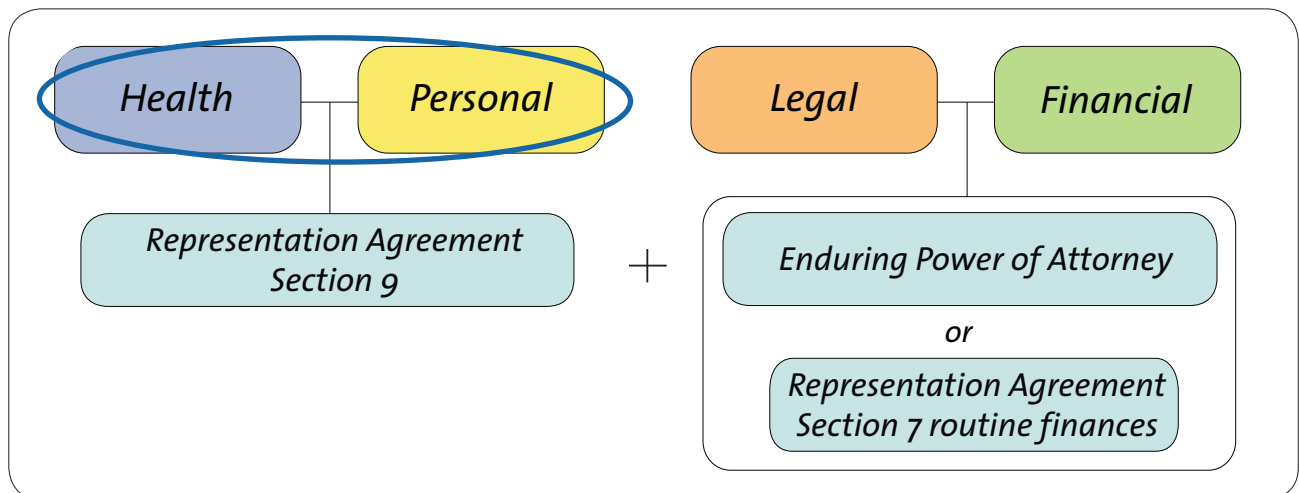
1. The FUTURE path is for adults who are considered mentally capable of understanding the nature and effect of the document - at the time they are making it;
2. The NEED HELP TODAY path is for adults whose mental capability is currently in question. See the heading below for directions to the appropriate package and forms for this path.

FUTURE PATH

This booklet is about planning for health and personal care—making a Representation Agreement Section 9 (RA9).

What about financial and legal affairs?

You will make a separate document for financial and legal affairs. Go to www.nidus.ca > **Planning on the Future Path** (middle heading at the homepage)—refer to the section on planning for financial and legal affairs. (On the chart below, you will notice the + sign and the ‘or’ under legal and financial.)



Where do I find the package for the NEED HELP TODAY path?

If you are helping someone to manage their affairs and make decisions, go to www.nidus.ca > click on the first or third heading, according to the situation. You will find the appropriate forms.

Helping a Relative with a Disability from Birth or Childhood - [first heading at website homepage](#)

- Adults whose capability to understand is in question due to a disability from birth or childhood.
 - › For example, adults with a developmental disability (special needs), adults with Fetal Alcohol Spectrum Disorder, adults with autism, adults with a brain injury from a childhood accident.

Caring for someone whose disability occurred after Adulthood - [third heading at website homepage](#)

- Adults whose mental capability to demonstrate they ‘understand’ has been affected by injury or illness after becoming an adult. They do NOT have any documents in place or they are not sufficient.
 - › For example, adults with advanced dementia, adults with a serious stroke, or other condition.
 - › The adult may need temporary assistance as they recover or ongoing (permanent) assistance with decision making and to manage their affairs.

AN EXPLANATION OF THE BASIC RA9 FORM

Do I need to use a particular RA9 form?

No. There is no required form that you must use for making a Representation Agreement Section 9 (RA9). However, there are a number of legal requirements and conventions involved and it is not recommended to draft your own RA9 form. Nidus RA9 forms are copyright and you need permission to use any wording. Nidus RA forms have been used and honoured since the law came into effect in February 2000. Nidus collaborates with legal experts to be sure the forms meet the legal requirements and are also practical. The BC government published an RA9 form on September 1, 2011 but missed some important issues from 11 years of practice. The government form is in the Ministry of Health publication called *My Voice*. The Nidus RA9 is more comprehensive than the government form. If you want more details about the government forms & *My Voice* watch the reviews on video at www.nidus.ca — click Get Help > [Videos](#).

What is the purpose of the Representation Agreement Section 9?

The intent of the Representation Agreement Section 9 (RA9) is to provide British Columbians, who meet the capability requirements, with a way to plan for health and personal care. The RA9 is the most comprehensive and strongest legal planning document available for health and personal care matters.

What are the capability requirements for making an RA9?

The RA9 is based on the traditional legal standard of capability requirements. You must understand ‘the nature’ of what the RA9 covers and ‘the effect’ of authorizing someone to act on your behalf.

What is and is not covered by the Basic RA9 in this package?

This package provides a Basic RA9 form starting on page 11, after the instructions. It is for naming one representative and one alternate. It covers almost all the authorities that you can give a representative under Section 9 of the Representation Agreement Act for health and personal care matters.

In brief, the Basic RA9 includes authority to give, refuse or withdraw consent for minor and major health care and personal care (including facility placement). It also includes authority to refuse health care necessary to keep you alive. The RA9 does not cover financial affairs; see page 3 about other documents.

The RA9 form in this package does not give your representative authority to make arrangements for the temporary care or education of minor children; interfere with your religious practices; or continue to act as your representative if they are your spouse and your spousal relationship breaks down. If you want any of these authorities, you can order a Custom RA9 form. See the Resource section on page 5.

What about wishes?

The RA9 is about giving your representative the authority to carry out your instructions, wishes, beliefs and values, and preferences if you need help or cannot speak up for yourself. What your representative does with their authority comes from discussions with you over time and their knowledge of your values. The Nidus Basic RA9 does not include space for writing out wishes or instructions as written wishes and instructions **can backfire**. If you feel the need to write things down, do it on a separate page and give to your representative and alternate. This way you can explain your meaning and update them without re-doing your legal RA9 form. Read more about essential topics to discuss for an RA9 at www.nidus.ca > [Planning on the Future Path](#) or see the Resource section on page 5.

RESOURCES

Information and FAQ related to this package

Go to www.nidus.ca > click on the middle photo/heading [Planning on the Future Path](#)

- › See details of what is covered in the Nidus Basic RA9 form; Essential Topics to Discuss for RA9
- › Information on planning for financial and legal affairs (EPA or RA7 F+L)

Custom RA9 Form

Go to www.nidus.ca > at homepage click on the middle photo/heading [Planning on the Future Path](#) > find button for 'Future Path Forms.' At the forms page, scroll down to button for Custom RA9 order form.

- › You may want a different set-up than offered in the Basic RA9 form. For example, you may want to name more than two people or you may want 2 representatives instead of an alternate. You may want to restrict your representative's authority or give them more options. If you do not want a specific family member involved in your care, it might be important to state this in the RA9.

Free presentations & videos

Go to www.nidus.ca > click on Get Help > [Presentations](#) — for regular webinars and Registry demo.

Go to www.nidus.ca > click on Get Help > [Videos](#)

Personal help

Go to www.nidus.ca > right sidebar, click on [BOOK NOW](#) OR click Get Help > [Appointments](#)

Keeping informed and up-to-date

Go to www.nidus.ca > right sidebar > [Subscribe to Nidus News](#); Read [AskJoanne](#) posts

Discussing wishes

Go to www.nidus.ca > click on the middle photo/heading [Planning on the Future Path](#)

- › Essential Topics to Discuss for RA9

Go to www.nidus.ca > click on Get Help > [Discussion Tools](#)

- › Values and Beliefs Discussion Guide

More information on Representation Agreements

Go to www.nidus.ca > click on Information > Representation Agreement > [More RA Resources](#)

Safekeeping / Changing / Using Documents

Go to www.nidus.ca > click on My Documents

Information on Health Care Consent, Refusing Health Care

Go to www.nidus.ca > click on Information > Health Care Consent > [Fact Sheet](#) and [Resources](#)

Information on Adult Guardianship

Go to www.nidus.ca > click on Information > [Adult Guardianship Fact Sheet](#)

BC legislation

Go to www.bclaws.ca > Laws of British Columbia > Statutes and Regulations

GETTING READY TO MAKE THE BASIC RA9

Do I meet the capability requirements to make an RA9?

To make an RA9 you must be mentally capable of understanding what this document covers and the effect of authorizing someone to act on your behalf. If you are helping someone who does not have this understanding, see page 3 of this package 'Where do I find the package for Need Help Today?'

What if I made a Representation Agreement previously?

If you have an existing Representation Agreement, you may need to revoke (cancel) it before you proceed to make a new one. It is a good idea to check first. One option is to book an appointment with Nidus to get information that may help you decide. Go to www.nidus.ca > click **BOOK NOW** in the right sidebar.

How many people does the Basic RA9 include?

The RA9 form in this package is for authorizing two different people:

- 1 person in the role of representative
- 1 person in the role of alternate representative

Only name people that you trust. If you wish to have more people involved or two representatives instead of an alternate you will need specific legal wording. See page 5 about ordering a Custom RA9.

What if I only have one person? Can I still use this form?

Yes. If you only have one person to be a representative, you can neatly put a line through the section for naming an alternate at #5 on page 3 of the RA9 form and where they sign on page 4 of the form. You, the adult, and the witnesses should initial beside.

How do I fill out the RA9 form?

RULES FOR USE

The RA9 form in this booklet is **copyright** and for personal use only. The instructions are based on the requirements of the Representation Agreement Act and must be followed to complete a valid Agreement.

You must not change, re-arrange or otherwise adapt the RA9 form—you must not add or cross out wording on the form. You must not use the wording to create another form or resource. You require permission in advance to make any alterations.

FILLING OUT THE FORM - TYPE OR PRINT

You must open and print the form using Adobe Reader. The RA9 form is provided in fillable PDF format and you can type in available fields. You can also print the form and handwrite in the fields. Even if you are able to type online, some fields such as date of signing and signatures, must be filled in by hand—*print clearly.*

If you make a mistake, neatly put a line through the mistake, make the correction and initial. Never use whiteout on a legal document. Do not leave any blank fields.

DON'T FORGET TO REGISTER YOUR COMPLETED AGREEMENT

Once you have completed your Agreement, you can register it online. See the directions at page 10.

INSTRUCTIONS FOR COMPLETING BASIC RA9

RA9 STEP 1

Review the following requirements

1. I want to make the RA9 provided in this package.

- Please review the capability requirements (previous page) and what the Basic RA9 covers (see page 4 to find details). It is your responsibility to determine the Basic RA9 fits your situation.

2. Everyone involved in the Agreement is an adult according to BC law.

- You and everyone named in the Agreement are 19 years or older.

3. My representative and alternate have agreed and are qualified.

- The Representation Agreement Act states that your representative or alternate can NOT be someone who is paid or receives some other benefit for providing health care or personal care services to you (the adult)—unless they are your spouse, parent or child.
- The Representation Agreement Act states that your representative or alternate can NOT be an employee of a facility where you live and receive health or personal care services—unless they are your spouse, parent or child.

If you were formerly in care or go into care provided by a licensed community care facility (e.g. group home, residential facility, hospice), extended care facility or a private hospital, your representative may not be able to act if they are a licensee, employee, contract staff or volunteer in such an institution (although not necessarily the same one you go into.) Nidus will be writing a fact sheet on this.

4. I have arranged for two witnesses who can get together with me at the same time. My witnesses are qualified.

A legal professional is not required when making a Representation Agreement and the RA9 form in this package does not provide wording for a legal professional to be a witness.

Requirements of qualified witnesses:

- Must each be 19 years of age or older, and;
- Must understand the type of communication used by you (the adult); and
- NOT be a representative or alternate representative named in the Agreement; and
- NOT be the spouse (*legally married or marriage-like relationship*) or the child or parent (*by birth or adoption*) of a representative or alternate representative who is named in the Agreement, and;
- NOT the employee of a representative or alternate representative; NOT the agent (someone who can act on behalf) of a representative or alternate representative who is named in the Agreement.

RA9 STEP 2

Filling in names and contact information

—no signing or dating yet

1. Gather information for completing the RA9 form. You are referred to as the 'adult' in the Agreement.

You will need contact information for each person who is named in the Agreement.

2. If you have the online version of the RA9, you can type the information into the fields provided. The form can also be printed out and you can hand write. Use pen, not pencil.

If you make a mistake neatly put a line through the mistake and make the correction—never use white out.

Do not cross out or add wording and do not leave blanks.

REPRESENTATION AGREEMENT (SECTION 9)

1. In accordance with the Representation Agreement Act R.S.B.C. 1996 c. 405 as amended ("RA Act"), this Representation Agreement ("Agreement") is made on:

Date the Adult and Witnesses signed (Month, DD, YYYY)

2. **ADULT'S INFORMATION**
This Representation Agreement belongs to:

Full legal name of the Adult (first, middle, last) Jonathan Smith	Common name/Username John
Current address of the Adult (incl. postal code) 1234 Safari Lane, Maple Ridge, BC, V0V 0V0	
Phone number (incl. area code) 111-333-5555	Date of birth (Month, DD, YYYY) - must be at least 19 years old January 31, 1935

3. **NAMING OF REPRESENTATIVE**
I name the following person to be my representative:

Full name of the Representative (first, middle, last) Anne Smith	
Full address of the Representative (incl. postal code) 5678 Wild Way, Maple Ridge, BC, V1V 1V1	
Phone number (incl. area code) (111) 222-4444	Relationship to the Adult (adult's spouse, sister, friend, etc.) Daughter

4. **AUTHORITY OF REPRESENTATIVE**
My representative is authorized to assist me to make decisions or to make decisions on my behalf and to do anything that the representative considers necessary in relation to my personal care and my health care, in

RA9 STEP 3

The Adult and Witnesses watch each other sign

1. Find TWO qualified witnesses (see Step 1) to watch you (the adult) sign the Representation Agreement. (All three of you must be together at the same time.)

2. Look for the heading #10 called 'Execution' (signing and witnessing).

You (the adult) sign in the box labelled 'Signature of the Adult' while the two witnesses watch.

You must make your own mark on the Agreement. Do NOT use hand-over-hand to sign or use a thumbprint or a stamp. If you are not able to make your own mark for physical reasons, contact Nidus before signing and witnessing at info@nidus.ca

3. The witnesses sign on the same page, below the adult's signature, in the box provided.

10. EXECUTION (SIGNING AND WITNESSING OF ADULT'S SIGNATURE)

SIGNED BY ADULT
I am the adult named in this Agreement and I am signing this in the presence of the witnesses named below.

Signature of the Adult <i>Jonathan Smith</i>	Date the Adult and Witnesses signed (Month, DD, YYYY)
PRINT full legal name of the Adult Jonathan Smith	

Witnesses must be 19 years or older and understand the type of communication used by the adult. Witnesses must not be the representative or the alternate named in this Agreement or the spouse, parent, child, employee or agent of the representative or the alternate. If the representative or alternate is a lawyer or a member of the Society of Notaries of BC or the Public Guardian and Trustee, their employee or agent may be a witness. This form is not designed for witnessing by a lawyer or notary public.

SIGNED BY WITNESSES TO THE ADULT'S SIGNATURE
We confirm the adult named above signed this Representation Agreement in our presence and we are signing this in the presence of the adult and each other and we meet the requirements of witnesses as noted above.

Signature of WITNESS #1 <i>Linda Lion</i>	Signature of WITNESS #2 <i>Sam Snake</i>
PRINT full legal name of Witness #1 Linda Lion	PRINT full legal name of Witness #2 Sam Snake
Street Address of Witness #1 999 Mane St	Street Address of Witness #2 222 Slither Street
City, Province, Postal Code Vancouver, BC, V4V 4V4	City, Province, Postal Code Vancouver, BC, V5V 5V5

4. You and the witnesses can also put your initials on the bottom right corner of pages 1, 2, 4 and 5.

DOES EVERYONE HAVE TO BE IN THE SAME ROOM AT THE SAME TIME?

No. Only the adult and the two witnesses must be together at the same time. The representative and alternate can sign later (not before) and they can sign separately. See Step 5.

RA9 STEP 4

Add the date of signing

Now you can go through and fill in the spaces where it asks for the date the Agreement was signed/made on. *Be sure all the 'made on' and 'signed on' dates match.*

1. Enter date beside the adult's signature on page 3.
2. Put date at the top of page 1 and at top of page 4.

10. EXECUTION (SIGNING AND WITNESSING OF ADULT'S SIGNATURE)
SIGNED BY ADULT
 I am the adult named in this Agreement and I am signing this in the presence of the witnesses named below.

Signature of the Adult <i>Jonathan Smith</i>	Date the Adult and Witnesses signed (Month, DD, YYYY) <i>June 02, 2011</i>
PRINT full legal name of the Adult Jonathan Smith	

REPRESENTATION AGREEMENT (SECTION 9)

1. In accordance with the Representation Agreement Act R.S.B.C. 1996 c. 405 as amended ("RA Act"), this Representation Agreement ("Agreement") is made on:

Date the Adult and Witnesses signed (Month, DD, YYYY)
June 02, 2011

EXECUTION (SIGNING BY REPRESENTATIVE AND/OR ALTERNATE REPRESENTATIVE)
 This Representation Agreement was made by:

PRINT full legal name of the Adult (first, middle, last) Jonathan Smith	Date the Adult and Witnesses signed (Month, DD, YYYY) <i>June 02, 2011</i>
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Signing instructions: The representative and/or the alternate must sign before they have authority to act. It is recommended they both sign in case the alternate has to act at short notice. They do not have to sign at the same time or in the presence of the

RA9 STEP 5

Obtain other signatures

Get the representative and alternate representative to sign and date the Agreement on page 4.

They can sign any time or date after the adult and witnesses have signed. They can sign at different times.

No witnesses are required for the representative and alternate.

Even though an alternate does not need to sign immediately for the Agreement to be in effect, we recommend they also sign—just in case they have to act on short notice.

SIGNED BY THE REPRESENTATIVE AND ALTERNATE
 We are the representative and alternate named in this Representation Agreement. We are at least nineteen years old. We are not compensated for providing health or personal care services to the adult (or if we do, we are the spouse, parent or child of the adult); we are also not an employee of a facility where the adult resides and receives health or personal care services (or if we are, we are the spouse, parent or child of the adult).

Signature of the Representative <i>Anne Smith</i>	Signature of the Alternate Representative <i>Jennifer Smith</i>
PRINT full name of the Representative Anne Smith	PRINT full name of the Alternate Representative Jennifer Smith
Date signed (Month, DD, YYYY) <i>June 02, 2011</i>	Date signed (Month, DD, YYYY) <i>July 15, 2011</i>

11. INFORMATION

If the representative and/or alternate live out-of-town

Follow these instructions to get the signatures:

1. Make a photocopy of page 4 of the RA9 form—the page where the representative and alternate have to sign on the Agreement.
2. Send the photocopy of this page of the Agreement to the representative/alternate who lives out-of-town.
3. Tell the representative or alternate to:
 - a. Sign their name in the appropriate space on page 4 and put the date;
 - b. Mail the signed page back to you so you have their original signature.
4. Attach the returned signed page 4 to your original Agreement. You will then have more than one page 4—this is called 'signing in counterpart.'

SAFEKEEPING YOUR ORIGINAL

Keep the original of the Agreement safe and accessible. A safety deposit box is not recommended. Do not lose or give away the original; it is proof of the representative's authority. You can make photocopies for others.

Don't forget to give the representative and alternate a photocopy of the completed Agreement. You can also share it with them from the Registry. Read more below.

RA9 STEP 6

Register your document

Now the Agreement is complete, you can register a copy so it is available when needed. Registration is not required by law—it helps with communication.

The Registry is online and you will register it yourself (or get someone to help you). The fee is \$25.00 to register the first document. Additional documents are \$10.00 each.

Go to www.nidus.ca/registry — click Online Registry in the right sidebar.

1. Do you have an existing Registry Account?

Click Search for an Account and follow the instructions. If no account, go to #2.

If you have an existing account, go to step #3 to enter your 7-digit Nidus ID and password. If your Nidus ID is 4 digits, it is from the old system; instructions are at www.nidus.ca/registry - scroll down.

2. Create an Account and register the completed document

If there is no existing Registry account, click Create Your Account.

Fill in the required fields. Make sure the Account Holder is the name of the person whose document is being registered - not the representative's name.

Once you have created the account, you will go to the account page that says 'Welcome.' At the bottom you will see a heading for 'Registration Options.' Click Representation Agreement to register your RA9.

When you register your Representation Agreement you will be able to grant permission for authorized third parties to access/view your information. For the RA9, check "Allow Health and Personal Institutions" — for hospitals, residential care programs, the Public Guardian and Trustee.

You will also have the option to upload a copy of the RA9. You can do it 'now' or 'later.' To upload a copy, you must have the completed RA9 scanned in PDF format as one file (not separate pages). If you select 'later' you can upload the scanned copy at no extra charge—but make sure you click the link for your registered RA under 'My Current Registrations' and then click 'Edit Information.'

When registered, you can share access to your RA9 with someone else by using their email address. For example, you might share it with your representative and alternate and your family doctor.

3. Access your Registry Account

Once you have created an account you will sign in at Access Your Account. Enter your Nidus ID and password. Click 'Sign In.' You can view your registrations and keep contact information up-to-date.

REPRESENTATION AGREEMENT (SECTION 9)

NOTE: Do not change or add wording in this Agreement or leave blank fields. Fields may be crossed out only as noted. Do not use whiteout. This form and wording are copyright and for personal use. Any other use requires permission.

1. In accordance with the Representation Agreement Act R.S.B.C. 1996 c. 405 as amended ("RA Act"), this Representation Agreement ("Agreement") is made on:

Date the Adult and Witnesses signed (Month, DD, YYYY)

2. **ADULT'S INFORMATION**

This Representation Agreement belongs to:

Full legal name of the Adult (first, middle, last)	Common name/Nickname
Current address of the Adult (incl. city and postal code)	
Phone number (incl. area code)	Date of birth (Month, DD, YYYY) - must be at least 19 years old

3. **NAMING OF REPRESENTATIVE**

I name the following person to be my representative:

Full name of the Representative (first, middle, last)	
Full address of the Representative (incl. city and postal code)	
Phone number (incl. area code)	Relationship to the Adult (adult's spouse, sister, friend, etc.)

4. **AUTHORITY OF REPRESENTATIVE**

My representative is authorized to assist me to make decisions or to make decisions on my behalf and to do anything that the representative considers necessary in relation to my personal care or my health care, in accordance with subsections 9(1)(a) and 9(3) of the Representation Agreement Act.

- The representative's authority includes giving, refusing or withdrawing consent for all kinds of **health care**, as defined in the Health Care (Consent) and Care Facility (Admission) Act, in any and all circumstances and includes but is not limited to the following:
 - › Health care as required for therapeutic, preventive, palliative, diagnostic, cosmetic or other purpose related to health and including minor and major health care, for example decisions about:
 - Medications, tests, assessments, immunizations, any treatment involving a general anesthetic, surgery, electroconvulsive therapy, kidney dialysis, laser surgery, radiation therapy, chemotherapy;
 - Dental care, occupational therapy, physiotherapy, naturopathic medicine, dietetics (nutrition), podiatry, massage therapy, vision care, speech and hearing care;
 - A plan for minor health care; and
 - Participation in a medical research program approved by an ethics committee designated in the Health Care Consent Regulation section 2.
 - › Refusing life supporting health care even if the refusal will result in my death.

Continued...

Authority of representative continued...

- › Physically restraining, moving or managing me or authorizing others to do so in order to provide health care and despite any objections by me.
- › Giving consent to health care even if I am refusing consent at the time the health care is provided.
 - My refusal may be due to delirium, dementia, delusions or hallucinations as a result of a mental disorder, illness or injury or disease, reaction to medication(s), addiction, infection, or other condition or a combination of these, any of which may impair my judgment and/or insight. An intent of this authority is to avoid involuntary committal under the Mental Health Act.
- The representative's authority includes giving, refusing or withdrawing consent for all **personal care** matters in any and all circumstances and includes but is not limited to decisions about:
 - › Living arrangements of all kinds, including to live in my own home, supported living, home sharing, hospice/palliative care, other types of shelter such as a residential (care) facility including those defined in the Health Care Consent and Care Facility Admission Act and those governed by the Community Care and Assisted Living Act;
 - › Arrangements – including assessments, planning and managing – for any kind of supports and/or services. This may involve hiring and supervising staff, including those in my employ. This includes all matters necessary for my qualification and participation in the Choices in Supports for Independent Living Program (Ministry of Health) or Direct Funding Program (Community Living BC);
 - › Licenses, permits, approvals and other authorizations;
 - › Physically restraining, moving or managing me or authorizing others to do so in order to provide personal care and despite any objections by me;
 - › Diet, exercise, employment, education, participation in activities; and
 - › Personal safety and contact with others.

I expressly authorize my representative to give, refuse or withdraw consent to the kinds of health care that may be prescribed under subsection 34(2)(f) of the Health Care (Consent) and Care Facility (Admission) Act, as amended from time to time, and notwithstanding any additional conditions or restrictions applied to a Temporary Substitute Decision Maker.

- As outlined in the Health Care Consent Regulation section 5, this includes authority for decisions about organ/tissue donation for transplant (e.g. living donation for a family member), experimental health care where the expected benefit does not outweigh the foreseeable risk, and psychosurgery, which may involve manipulating brain tissue to manage symptoms or seizures.

In accordance with section 36 of the RA Act, making this Agreement does not deny me, when capable, of the right to act for any authority granted to my representative. As outlined in subsection 9.1(a), my representative's authority continues to be in effect even if I become incapable after this Agreement is executed.

As provided in section 18 of the RA Act, my representative has the same **right to all information and records** that I do, and that relate to the representative's areas of authority or my incapability.

My representative must keep general accounts and records concerning the exercise of their authority, in accordance with subsection 16(8) of the RA Act. They are not required to keep additional accounts or records. As permitted by subsection 3.1(3) of the Representation Agreement Act Regulation, I declare that my representative is not required to keep any of the care records described in subsection 3.1(2) of that Regulation.

Representation Agreement of

PRINT full legal name of the Adult

5. NAMING OF ALTERNATE REPRESENTATIVE

I name the following person to be my alternate representative (alternate): *(If none, neatly cross out this section.)*

Full name of the Alternate Representative (first, middle, last)	
Full address of the Alternate Representative (incl. city and postal code)	
Phone number (incl. area code)	Relationship to the Adult (adult's spouse, sister, friend, etc.)

6. WHEN THE ALTERNATE MAY ACT

The alternate representative may move up as the temporary or permanent replacement, if my representative is unable or unwilling to act or continue to act due to death, illness, resignation or other circumstances.

7. CONFIRMATION OF SUBSTITUTION OF ALTERNATE

Confirmation that the representative is temporarily or permanently unable or unwilling to act or continue to act is sufficient when provided in writing by the adult or representative or alternate named in this Agreement.

8. INSTRUCTIONS AND WISHES

My representative and alternate know, and I trust them to apply, my instructions, wishes, values and beliefs.

9. WHEN AGREEMENT IS IN EFFECT

This Agreement is in effect upon execution. *(When signed by the adult, witnesses and at least one of the persons named who will act as the representative.)*

10. EXECUTION

ADULT'S SIGNATURE

I am the adult named in this Agreement and I am signing this in the presence of the witnesses named below.

Signature of the Adult	Date the Adult and Witnesses signed (Month, DD, YYYY)
PRINT full legal name of the Adult	

Witness information: *This form is not for witnessing by one lawyer or one notary public. It requires two witnesses who must be 19 years or older and must understand the type of communication used by the adult or have received interpretive assistance to understand. Witnesses must not be the representative or alternate named in this Agreement or the spouse, parent, child, employee, or agent of the representative/alternate. If the representative/alternate is a lawyer and member in good standing of the Law Society of BC, or a member in good standing of the Society of Notaries of BC, or the Public Guardian and Trustee, then their employee or agent may be a witness.*

WITNESSES TO THE ADULT'S SIGNATURE

We confirm the adult named above signed this Representation Agreement in our presence. We are signing it in the presence of the adult and each other and we meet the requirements of witnesses as noted above.

Signature of WITNESS #1
PRINT full legal name of Witness #1
Street Address of Witness #1
City, Province, Postal Code Witness #1

Signature of WITNESS #2
PRINT full legal name of Witness #2
Street Address of Witness #2
City, Province, Postal Code Witness #2

Continued...

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Execution continued...

This Representation Agreement is made by:

PRINT full legal name of the Adult (first, middle, last)	Date the Adult and Witnesses signed (Month, DD, YYYY)
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Representative/alternate signing instructions: *The representative and alternate do NOT have to sign at the same time as the adult; BUT they cannot sign before the adult and witnesses have signed. The representative and alternate do not have to sign at the same time as each other. They do NOT need witnesses for their signatures. At least one must sign below or the Agreement is not in effect. It is recommended that all sign below in case only one is available during an emergency. If one or more lives out of town, send them a copy of this page. They return it by regular mail with their original signature. You can have more than one page 4.*

REPRESENTATIVE AND ALTERNATE SIGNATURES

By signing, I confirm that I am named in this Representation Agreement and I am at least 19 years old. I am not compensated for providing health or personal care services to the adult unless I am the adult's spouse or the adult's parent or child (by birth or adoption). I am not an employee of a facility where the adult resides and receives health or personal care services unless I am the adult's spouse or the adult's parent or child (by birth or adoption).

Signature of the Representative
PRINT full name of the Representative
Date signed (Month, DD, YYYY)

Signature of the Alternate Representative
PRINT full name of the Alternate Representative
Date signed (Month, DD, YYYY)

11. INFORMATION

This Representation Agreement (and any subsequent revocation or resignation) may be registered with the online Personal Planning Registry™ at: **www.nidus.ca/registry**

The following information relates to the wording of this Representation Agreement. It is not legal advice.

The Representation Agreement Act recognizes that decision making and capacity are on a continuum:

- Making a Representation Agreement does not prevent the adult from acting for any authority given to a representative. For example, the adult may instruct a representative to access or release information to a third party that can help the adult to make their own decisions.
- An adult does not have to be labelled 'incapable' or lose their rights to guardianship in order to receive help.
- An Agreement facilitates supported decision making as well as substitute decision making.

A representative under this Agreement may:

- Be reimbursed for reasonable out-of-pocket expenses related to their duties but cannot be paid a fee for decisions or actions related to health care matters. Any other fee for service must be approved by the court.
- Engage the services of a qualified person to assist with matters related to their authority but cannot delegate authority for decision making or consent.
- Release information about the adult in order to carry out their duties – e.g. to health care providers,

A Representation Agreement can NOT authorize a representative to:

- Deal with matters related to sterilization (birth control) for non-therapeutic purposes.
- Do anything that is against the law. This currently includes:
 - › Euthanasia (medical assistance in dying);
 - › Refusing treatment or placement if the adult is involuntarily committed under the Mental Health Act. (However, an RA9 allows voluntary consent to treatment and placement, even if the adult objects. This should make use of the Mental Health Act to be the last resort.)

Continued...

Information continued ...

The Representation Agreement is made by:

PRINT full legal name of the Adult (first, middle, last)

This Agreement does NOT authorize:

- Making arrangements for the temporary care and education of the adult's minor children or other dependants.
- Interfering with the adult's religious practices.
- Allowing the adult's spouse to continue to act as a representative if their marriage or marriage-like relationship breaks down.
- Dealing with any financial matters. (As of Sept.1/11, section 9 of the RA Act does not include any financial authorities. Any financial authority given under section 9 in an Agreement signed prior to that date is treated as under an Enduring Power of Attorney.)

The duties of a representative are outlined in section 16 of the RA Act. These include:

- Acting honestly and in good faith and within the authority of the Agreement.
- When helping the adult to make decisions or making decisions on the adult's behalf, a representative must:
 1. Consult, to the extent reasonable, the adult's current wishes and follow these unless they cannot be determined or are unreasonable in the circumstance.
 2. If current wishes cannot be followed, go by the adult's instructions or wishes expressed (verbally or in writing) when capable (and that apply to the specific circumstance).
 3. If there are no specific wishes that apply, follow the adult's known values and beliefs.
 4. If the adult's values and beliefs are not known, as a last resort, act according to what the representative thinks is best. (The health care consent legislation outlines the steps for this in section 19(3) or see Nidus' detailed section 16 of the RA Act.)

A representative's authority under this Agreement ends if they are the adult's spouse and their marriage or marriage-like relationship breaks down. (This Agreement may continue if the alternate is able and willing to act.)

This Agreement ends:

- When the adult dies.
- If the adult revokes (cancels) the Agreement (check for Notice of Revocation – making a new Agreement does not automatically revoke the previous one).
- If the representative and alternate are both permanently unable or unwilling to act or continue to act. This includes by resignation (check for Notice of Resignation).
- If the Supreme Court of BC appoints a committee of person (check for court order).

For further information, go to www.nidus.ca

- Click on My Documents > Making Documents; Safekeeping Docs; Changing Docs; Using Documents
- Click on Information > Representation Agreement > More RA Resources
- Click on Information > Health Care Consent (*Note: a living will and a Do Not Resuscitate/ No-CPR form and the Medical Order for Scope of Treatment (MOST) form are not legal advance consents.*)

To view legislation go to www.bclaws.ca

REPRESENTATION AGREEMENT ACT, SECTION 16

DUTIES OF REPRESENTATIVES

- (1) A representative must
 - (a) act honestly and in good faith,
 - (b) exercise the care, diligence and skill of a reasonably prudent person, and
 - (c) act within the authority given in the representation agreement.
- (2) When helping the adult to make decisions or when making decisions on behalf of the adult, a representative must
 - (a) consult, to the extent reasonable, with the adult to determine his or her current wishes, and
 - (b) comply with those wishes if it is reasonable to do so.
- (2.1) Subsection (2) does not apply if
 - (a) a representative is acting within authority given to the representative under section 9, and
 - (b) the representation agreement provides that in exercising that authority the representative need only comply with any instructions or wishes the adult expressed while capable.
- (3) If subsection (2) applies but the adult's current wishes cannot be determined or it is not reasonable to comply with them, the representative must comply with any instructions or wishes the adult expressed while capable.
- (4) If the adult's instructions or expressed wishes are not known, the representative must act
 - (a) on the basis of the adult's known beliefs and values, or
 - (b) in the adult's best interests, if his or her beliefs and values are not known.
- (5) On application by a representative, the court may exempt the representative from the duty under subsection (3) to comply with any instructions or wishes the adult expressed while he or she was capable.
- (6) Subject to subsection (6.1), a representative may not delegate any authority given to the representative in the representation agreement.
- (6.1) A representative may delegate to a qualified investment specialist, including a mutual fund manager, all or part of the representative's authority with respect to investment matters.**
- (7) If a representative makes health care decisions on behalf of an adult and the representative must, under subsection (4)(b) of this section, act in the adult's best interests, [see above—adult's wishes and values are unknown] section 19 (3) of the Health Care (Consent) and Care Facility (Admission) Act applies.

[Sec. 19 (3) says: "When deciding whether it is in the adult's best interests to give, refuse or revoke substitute consent, [you] must consider: (a) the adult's current wishes, and known beliefs and values,(b) whether the adult's condition or well-being is likely to be improved by the proposed health care,(c) whether the adult's condition or well-being is likely to improve without the proposed health care,(d) whether the benefit the adult is expected to obtain from the proposed healthcare is greater than the risk of harm, and(e) whether a less restrictive or less intrusive form of health care would be as beneficial as the proposed health care."]
- (8) A representative must
 - (a) keep **accounts and** other records concerning the exercise of the representative's authority under the representation agreement, and
 - (b) produce the **accounts and** other records for inspection and copying at the request of any or all of the following:
 - (i) the adult;
 - (ii) the adult's monitor;
 - (iii) the Public Guardian and Trustee.
- (9) A representative who is authorized to do anything referred to in section 7 (1) (b) [routine management of the adult's financial affairs] must keep the adult's assets separate from the representative's assets.**
- (10) Unless the representation agreement provides otherwise, subsection (9) does not apply to assets that**
 - (a) are owned by the adult and the representative as joint tenants, or**
 - (b) have been substituted for, or derived from, assets that were owned by the adult and the representative as joint tenants.**
- (11) [Not in force]
- (12) A person who, on the death of an adult, will be or might be a beneficiary of the adult's estate does not, for that reason, have a conflict of interest with the adult.

(Sections in grey only apply to a Representation Agreements with Section 7 financial authority.)

REPRESENTATION AGREEMENT ACT, SECTION 30 MAKING AND RESPONDING TO OBJECTIONS

- (1) Any person may make an objection to the Public Guardian and Trustee if there is a reason to believe that
 - (a) an adult is, or was at the time, incapable of making, changing or revoking a representation agreement,
 - (b) fraud, undue pressure or some other form of abuse or neglect is being or was used to induce an adult to make, change or revoke a representation agreement,
 - (c) the making, use or revocation of a representation agreement or a change to a representation agreement is clearly inconsistent with the current wishes, values, beliefs or best interests of the adult who made, revoked or changed the agreement,
 - (d) there is an error in a representation agreement or an error was made in executing, witnessing or registering the agreement,
 - (e) anything improper has occurred in the making, use or revocation of a representation agreement,
 - (f) [Not in force]
 - (g) a representative is not qualified under section 5 (1) [a representative must be at least 19 years old. S/he cannot receive compensation for providing personal or health care services to the adult or be an employee of a facility where the adult resides and receives personal or health care services. The only exceptions are if the representative is the adult's spouse, parent or child.],
 - (h) a representative is
 - (i) abusing or neglecting the adult for whom the representative is acting,
 - (ii) failing to follow the instructions in the representation agreement,
 - (iii) incapable of acting as representative, or
 - (iv) otherwise failing to comply with the representation agreement or the duties of a representative,
 - (i) a representative has given or proposes to give consent to health care that is not authorized by the representation agreement, or
 - (j) any criteria specified in the representation agreement as grounds for objection have been met.
- (2) [Not in force]
- (3) On receiving notice of an objection, the Public Guardian and Trustee must promptly review the objection and may do one or more of the following:
 - (a) conduct an investigation to determine the validity of the objection and then advise the objector of the outcome;
 - (b) to (d) [Not in force]
 - (e) apply to the court for an order confirming a change to, or the revocation of, a representation agreement, or for an order cancelling all or part of a representation agreement;
 - (e.1) apply to the court for an order that a representation agreement is not invalid solely because of a defect in the execution of the agreement;
 - (f) recommend that someone else apply to the court for an order referred to in paragraph (d), (e) or (e.1);
 - (g) make a report under section 46 of the Adult Guardianship Act;
 - (g.1) appoint a monitor;
 - (g.2) authorize that a monitor appointed under paragraph (g.1) be remunerated, out of the adult's assets, for acting as a monitor in relation to authority given to a representative under section 7 (1) (a), (b) or (d) and set the amount or rate of the remuneration;
 - (h) take any other action that the Public Guardian and Trustee considers necessary.