

REPRESENTATION AGREEMENT (Section 9)RA9 authorities for **health care** and **personal care**

This Agreement is for naming 1 representative and 1 alternate (optional).

NOTE: Do NOT change or add wording in this Agreement. Read small print and follow instructions. Do not use whiteout. This form and wording are copyright and for personal use of the adult (see #2). 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 (M/D/Y-spell out) as at page 5, #10

References in this Agreement to subsections of any legislation will use the term “section(s).”

- 2 Adult’s Information** (The adult must be 19 years or older and must understand the nature and consequences of this RA9 at the time of making it [RA Act section 10].)

This Representation Agreement belongs to:

Full legal name of the Adult (first, middle, last)	Nickname - if use different name than First Name in previous
Current address of the Adult (incl. city, province and postal code)	
Adult phone number (incl. area code)	Adult date of birth (M/D/Y -spell out. Eg. June 18, 1965)— must be at least 19 years old

- 3 Naming of Representative** (see qualifications on page 6, where later sign)

I name the following individual to be my representative:

Full name of the Representative (first, middle, last)	
Full address of the Representative (incl. city, province/state/county/region, country, postal/zip code)	
Representative phone number (incl. all relevant codes to reach you)	Relationship of Representative to Adult (adult’s spouse, sister, friend, etc.)

- 4 Authority of Representative**

My representative is authorized to do anything that the representative considers necessary in relation to my personal care or my health care.

This includes to do tasks and to assist me to make decisions or to make decisions on my behalf, in accordance with sections 9(1)(a) and 9(3) of the Representation Agreement Act. For example:

- My 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:

Continued...

Authority of Representative Continued...

- 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;
- 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; and
- > 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; and

I expressly authorize my representative to do any of the following:

- > Give, refuse or withdraw consent to the kinds of health care that may be prescribed under section 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: abortion; organ/tissue removal while I am alive for implant (e.g. living donation to a family member) into another human body, or for medical education or for research; experimental health care where the expected benefit may not outweigh the foreseeable risk; participation in a health care or medical research program that has not been approved by a committee referred to in the Health Care Consent Regulation section 2; psychosurgery, which may involve manipulating brain tissue to manage symptoms or seizures for types of mental illness; and aversive therapy.
- My 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:
 - > Where I live and with whom, including to live with family/friends or independently, in supported living, in home sharing or home share (as in the community living sector), hospice/palliative care, other types of shelter such as assisted living or any type of residential (care) facility and including those defined in the Health Care Consent and Care Facility Admission Act and those governed by the Community Care and Assisted Living Act;

Continued...

Representation Agreement of:

PRINT Full name of the Adult (as at #2)

Authority of Representative Continued...

- > Service/support arrangements of any kind – including assessments, planning and managing – for any type of setting. 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.

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 section 16(8) of the RA Act. They are not required to keep additional accounts or records. As permitted by section 3.1(3) of the Representation Agreement Regulation, I declare that my representative is not required to keep any of the care records described in section 3.1(2) of that Regulation.

As provided in section 29 of the RA Act AND if I have named an alternate representative, this Agreement is not automatically ended, if my representative is my spouse and our spousal relationship ends in accordance with the Family Law Act section 3(4). In such a case, the authority of that representative is ended when our spousal relationship ends.

As in 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 representatives. As in section 9.1(a), my representatives' authority continues to be in effect even if I become incapable after this Agreement is executed.

5 Naming of Alternate Representative (see qualifications on page 6, where later sign)

Naming an alternate is optional but a good idea. If no individual to name as alternate: neatly cross out alternate fields below; neatly cross out alternate signature on page 6. It shows the intent – it may raise questions and concerns if the alternate fields are left blank.

I name the following individual as my alternate representative ("alternate"):

Full name of Alternate Representative (first, middle, last – to match ID)	
Full address of Alternate Representative (incl. city, province/state/county/region, country, postal/zip code)	
Alternate phone number (incl. all relevant codes to reach you)	Relationship of Alternate to the Adult (adult's spouse, sister, friend, etc.)

Representation Agreement of:

PRINT Full name of the Adult (as at #2)

6 When the Alternate May Act (if alternate named)

If the individual named as representative at #3 is unable or unwilling to act or continue to act, the individual named as alternate representative at #5 may move up as the temporary or permanent replacement of the representative and has the same authority as the representative.

7 Confirmation of Substitution (if alternate named)

An example of being temporarily unable to act or continue to act at a time when decisions need to be made or actions need to be taken could be due to illness, vacation, taking a break, or being unreachable. The Nidus Resource Centre has a sample Confirmation of Substitution form – if needed.

Confirmation that the individual named as representative at #3 in this Agreement is temporarily or permanently unable or unwilling to act or continue to act is sufficient when provided in writing by one of the individuals named in this Agreement as the adult, the representative at #3, or the alternate representative at #5.

If the individual named as the representative at #3 becomes able to act again, confirmation of their substitution is sufficient when provided in writing by one of the individuals named in this Agreement as the adult, the representative at #3, or the alternate representative at #5. In such a case, the alternate resumes their role as alternate until needed again to replace the individual named as representative at #3.

8 Instructions and Wishes

My representative (and alternate) knows my instructions, wishes, values and beliefs and I trust them, when acting as my representative, to apply these in the appropriate circumstance.

Representation Agreement of:

PRINT Full name of the Adult (as at #2)

9 When Agreement is in Effect

I declare this Agreement is in effect upon execution – including when I am capable. Being in effect does not require that I be determined incapable of making decisions independently.

(In legal terms, ‘in effect upon execution’ means when signed by the adult, witnesses and at least one individual who will act as the representative. A representative is not like a Temporary Substitute Decision Maker who has limited authority to access information or to make decisions, only after an adult is determined incapable of informed consent for a specific health care decision. The representative named in this Agreement has authority when the adult is capable of making decisions independently as well as when assisting an adult with decision making or making decisions on the adult’s behalf – for example, a representative may access information on behalf of the adult at any time.)

10 Execution (Signing and Witnessing)

If there are concerns about maintaining physical distance between the adult and witnesses, this Agreement may have more than one copy of this page for each to sign.

Adult signing instructions: Fill in names and contact information on this Agreement, at least for adult, representative and alternate, before any signing. The adult signs once (below) and is **FIRST** to sign with witnesses watching.

The Adult’s Signature (Adult signs first, then witnesses below)

I am the adult named in this Representation Agreement. I understand the nature and consequences of this RA9 at the time of making it. I signed first in the presence of the witnesses named below.

Signature of the Adult (<i>adult’s mark may go outside the lines/field</i>)	Date Adult and Witnesses signed (Eg. March 04, 2023)
PRINT Full name of the Adult (as at #2)	

Who can be a witness? This Agreement is provided for self-help and **requires two witnesses**. Both witnesses must:

- Be 19 years or older, and
- Understand the type of communication used by the adult, and
- Not be a representative or alternate named in this Agreement, and
- Not be the spouse, parent, child, employee, or agent of a representative or alternate named in this Agreement. However, an employee or agent of the representative named in this Agreement may be a witness, if the representative or the alternate is a lawyer (member of the Law Society of BC), or is a member in good standing of the Society of Notaries Public of BC, or is the Public Guardian and Trustee of BC.

Note: The adult named in this Agreement cannot witness their own signature. Paid staff who provide services to the adult may be witnesses, if meet other qualifications. A legal professional is not required as a witness [RA Act section 13]

Witnesses to the Adult’s Signature (Two are required)

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

Signature of WITNESS #1	Signature of WITNESS #2
PRINT full legal name of Witness #1	PRINT full legal name of Witness #2
Street Address of Witness #1	Street Address of Witness #2
City, Province/State/Region, Country, PCode of Witness #1	City, Province/State/Region, Country, PCode of Witness #2
Phone Number of Witness #1 (incl. area code)	Phone Number of Witness #2 (incl. area code)

Continued...

Basic RA9 Page 5/8

Execution continued...

Representation Agreement of:

PRINT full legal name of the Adult (first, middle, last)	Date the Adult and Witnesses signed (as on page 5, #10)
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Myth: everyone has to be together for signing. **Fact:** Only the adult and two witnesses must be together for signing (see p. 5) – others can sign later and separately (see next). Need original signatures, not scanned or by Zoom/Skype.

Representative and alternate signing instructions: The representative and alternate sign below:

- They do NOT have to be together or sign at the same time or date as the adult and witnesses or each other.
- They can sign any time AFTER the adult and witnesses have signed.
- They do NOT need witnesses for their signatures.
- They may sign this page in a different location and at different time than the adult and witnesses..
- If the representative and/or alternate lives out-of-town, send them a copy of this page. They need to return the page with their original signature. You can have more than one copy of this page.

Representative and Alternate Signatures (Sign later, after adult and witnesses – see above)

By signing, I confirm that I am named in this Representation Agreement as a representative or alternate 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 I am 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 I am the adult’s parent or child by birth or adoption.

Signature of Representative
PRINT full name of Representative
Date signed (M/D/Y-spell out Eg: March 05, 2023) by Representative

Signature of Alternate Representative
PRINT full name of Alternate Representative
Date signed (M/D/Y-spell out Eg.: March 10, 2023) by Alternate

11 Information

This Representation Agreement (and any subsequent revocation or resignation) may be registered with the online Nidus Personal Planning Registry™ at: <https://nidusregistry.ca/>
The Nidus Registry is online; it is not done by mail.

The wording in this Agreement complies with the RA Act. The Nidus Resource Centre has led the education on Representation Agreements even before the law came into effect in 2000.

The following information relates to the wording of this Agreement. It is not legal advice. Unless indicated otherwise, legislative references, for example [Sec. X], are for the RA Act.

The RA Act recognizes that decision making and capacity are on a **continuum**:

- An Agreement facilitates independent, interdependent (supported) and substitute decision-making. This Agreement is in effect immediately, when executed.
- An adult does not have to be labelled ‘incapable’ to receive help from their representative.
- A representative has the right to access information on the adult’s behalf at any time and as noted on p.2 under #4 in this Agreement. [Sec. 18]

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Information continued...

Representation Agreement of:

PRINT Full name of the Adult (as at #2)

A representative under this Agreement may do one or more of the following:

- Be reimbursed for reasonable out-of-pocket expenses related to any health care or personal care duties. The law forbids being paid a fee-for-service for decisions or actions related to health care matters. A fee-for-service to a representative for personal care matters must first be approved by the Supreme Court of BC. [Sec. 26]
- Engage the services of a qualified person to assist with activities related to their authority (e.g. attend a medical appointment with the adult). [Sec. 17] A representative can NOT delegate their authority for decision making or for consent to any person or organization. (e.g. can NOT delegate acceptance of Terms & Conditions for a service) [Sec. 16(6)]
- Release information about the adult in order to carry out their duties – e.g. to health care providers or home support staff or agencies/facilities. [Sec. 22]

This Agreement does NOT include authority for any financial matters.

Authority for health and personal care in this Agreement does not authorize any of the following that the RA Act states require express (specific) authorization:

- Interfering with the adult's religious practices. [Sec 9(2)(c)]
- Making arrangements for the care and education of the adult's minor children or others who are dependent on the adult. [Sec. 9(2)(b)]
- Allowing a representative's authority to continue even if that representative is the adult's spouse and their spousal relationship breaks down according to the Family Law Act section 3(4).
- Allowing a representative to by-pass their duty to comply with the adult's current wishes [Sec. 16(2.1) even if reasonable and can be determined. (See details below on hierarchy of duties.)

A Representation Agreement can NOT authorize a representative to do any of the following:

- Deal with matters related to sterilization (birth control) for non-therapeutic purposes. [Sec. 11]
- Refuse treatment or placement if the adult is involuntarily committed under the Mental Health Act. (Having a Representation Agreement should make use of the Mental Health Act a last resort.) [Sec. 11]
- Do anything that is against the law.
- Request or administer medical assistance in dying (MAiD) on behalf of an adult. (The adult must be capable of informed consent to request MAiD and to arrange administration of MAiD.)
- Make a Will for the adult or change the adult's existing Will. [Sec. 19.01]

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:
 1. Must consult, to the extent reasonable, the adult's current wishes and follow/comply with these unless they cannot be determined or are unreasonable in the circumstance.
 2. If current wishes cannot be followed, must go by the adult's instructions or wishes expressed (verbally or in writing) when capable (and that apply to the circumstance).
 3. If there are no specific wishes that apply, must follow the adult's known values and beliefs.
 4. If the adult's values and beliefs are not known, as a last resort, must act according to what the representative thinks is best. (The legislation on health care consent outlines the steps for deciding according to best interests in its section 19(3) or see roles/duties of a representative at www.nidus.ca > Information > Representation Agreement).

Continued...

Information continued...

Representation Agreement of:

PRINT Full name of the Adult (as at #2)

Consent for Admission to a Care Facility:

- As of November 4, 2019, the BC Ministry of Health put into effect amendments and new procedures related to consent for admission to a care facility as defined in Part 3 of the Health Care Consent and Care Facility Admission Act (HCC&CFA Act). The new procedures do not apply to moving into an assisted living residence, but do apply to other types of residential care including long-term care facilities and hospices. See more info at www.nidus.ca
- The representative under this Agreement is authorized to give or refuse consent, on behalf of the adult, for admission to types of care facilities governed by Part 3 of the HCC&CFA Act, IF the adult has been assessed as incapable of consent for such a decision. The governing legislation outlines the duties of a representative for this type of decision, which are different from duties in the Representation Agreement Act as listed under the previous heading on page 7. The decision for consent to facility admission is not based on self-determination – the adult’s wishes and values. Instead, this decision is made based on ‘best interests’ – what is considered best for the adult, from another’s perspective.

This Agreement ends if any one of the following happens: [Sec. 29]

- The adult dies.
- The adult revokes (cancels) the Agreement (check for Notice of Revocation – making a new Agreement does not automatically revoke the previous one).
- The representative is the adult’s spouse and their spousal relationship breaks down as defined in section 3(4) of the Family Law Act. However, this Agreement may continue if an alternate is not the adult’s spouse, or if so their spousal relationship has not broken down, and they are willing and able to act as representative.
- All those named in this Agreement as representative and alternate representative are permanently unable or unwilling to act or continue to act. This includes by resignation (check for Notice of Resignation).
- A judge of the Supreme Court of BC finds the adult named in this Agreement is incapable of managing their affairs or their person or both and does not order an adult’s Representation Agreement(s) (including this one) is not terminated. (If a Committeeship application is started in Court, submit a copy of this Agreement and request the judge to make an order that the adult’s Representation Agreement(s) not be terminated.) [Sec. 19(b) Patients Property Act].
- The Supreme Court of BC cancels this Agreement.

For further information, go to nidus.ca > click Information (top menu bar)

- Click on Representation Agreements – scroll down to read FAQ. Also read about RA9.
- Click on Why Plan > Health Care Consent.

(Note: a Do Not Resuscitate/No-CPR form and the Medical Order for Scope of Treatment [MOST] form are not consent forms and should not be treated as such. Like living wills, these forms can be good for discussion but are NOT part of BC law on health care consent. Such documents might have some use on their own ONLY if made by the adult when capable of informed consent, it is an emergency situation as defined in the Health Care Consent and Care Facility Admission Act and there is no existing authority [like a representative].)

- Click on Why Plan > Personal Care/Facility Admission.

To view legislation, go to www.bclaws.gov.bc.ca