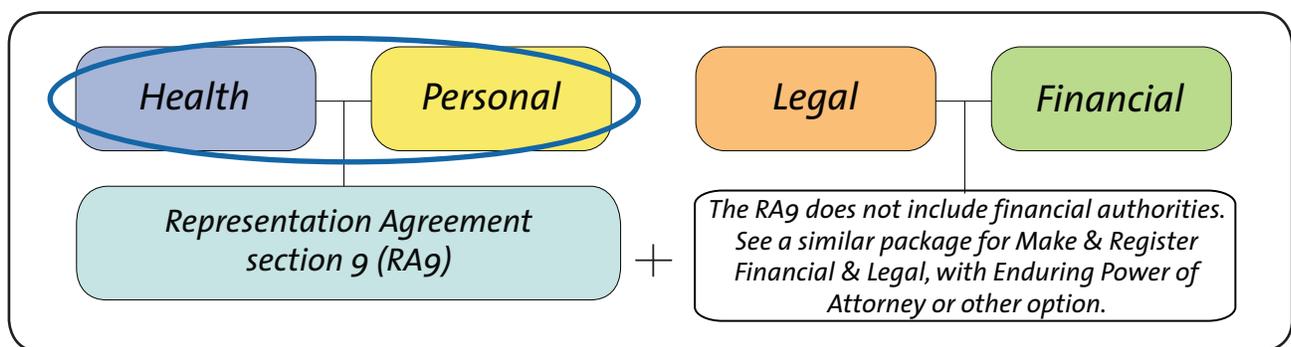


Choose to...

Make & Register a Basic RA9

For adults who are capable of understanding the nature and consequences of the RA9 document — at the time of making it.



This package is provided for self-help. It is about making a legal personal planning document in case of incapacity, for end-of-life, and other support needs. A Will is only used after your death.

This package is for an adult (19 years or older) who is considered capable of understanding the nature and consequences of making the Basic Representation Agreement section 9 provided in this package.

If you use this package, you are responsible for determining it fits the situation. Nidus has different packages for different situations.

An RA9 does NOT cover any financial matters. See the other package in this section about the legal documents you can make to cover financial and legal affairs in case you become incapable.

Nidus does not receive funding to do education on Representation Agreements and other planning documents. Thanks to donations and modest fees for services we can share our expertise. **For details on Representation Agreements** go to www.nidus.ca > click Information (top blue menu bar) > [Representation Agreement](#)

The Nidus website has many resources, including videos, for self-help. For **personal help** you can book an appointment online; go to www.nidus.ca > Get Help > [Appointments](#)

The Representation Agreement Act (RA Act) is the result of many years of hard work by citizens and community groups. Politicians of all parties supported this law. However, it was not implemented properly. There is a general lack of knowledge about the intent of the law and how it is used. **This puts extra responsibility on YOU to get informed.**

IMPORTANT: Many Internet Browser programs have a built-in PDF reader but it is not fully compatible with Nidus publications. **SAVE** this package to your computer and then open it using Adobe Reader. If you do not open this package with the Reader program the RA7 All form may not be fillable or print correctly. How to save to your computer? Close this document, right click the link, and 'Save As' to your desktop or a folder on your computer. Then re-open it with Adobe Reader. If needed, download the FREE and current version of Adobe Reader at <https://get.adobe.com/reader/>

What do I need to know?

1. EVERYONE who is part of the Agreement (and witnesses) must be **19 years or older**.
2. You **MUST NOT** change, add, or delete wording in the RA9 by Nidus. **NEVER** use white-out.
3. The Basic RA9 (this package) is for naming 1 representative and 1 alternate. The legal document is numbered separately. It is on pages 9-13 in this package.
4. When you sign as a representative/alternate, you certify acceptance of your **legal duties**. These are spelled out in the RA Act. Information is provided on pages 14-15. Nidus has plain language information on the **Roles** at www.nidus.ca > Information > [Representation Agreement](#)
5. You can use the Basic RA9 even if there is **no alternate**. Do NOT leave blanks — neatly cross out the spaces where the alternate is mentioned. Get the adult and witnesses to initial crossing out.
6. If the Basic RA9 does not fit your situation, you can order a [Custom RA9](#). Perhaps you want to include more people or different roles or you want some other options. Click the link.
7. The Basic RA9 by Nidus meets the legal requirements. If you **follow the Instructions** (on pages 5-8), you will have a valid form.
8. The Basic **RA9 is numbered**. Keep the pages in order for scanning (to upload in the Registry) and when you make photocopies for third parties.
9. ALWAYS keep the original (of the completed RA9) safe and accessible (in your home) — it is proof of authority. Enter details of location for the original in the Registry so you remember.
10. NEVER make changes on your original. Nidus has a fact sheet on Making Changes—www.nidus.ca > Information > [Representation Agreement](#)
11. Do NOT take the Basic RA9 to a legal professional for witnessing, the wording is different. Nidus forms are for **personal use only**. Permission is required for any other use.
12. Who can be a witness? You need **two witnesses** to the adult's signature (mark). See bottom of page 5 for witness qualifications. Read carefully and apply them to each person you consider.
13. **ONLY the adult and two witnesses MUST be together** at the same time. Others have paperwork to sign but do not need witnesses. They can sign anytime LATER and at different times.
14. What if the adult cannot physically sign? **A signature is whatever mark the adult makes in front of the witnesses**. Sometimes people with a physical disability or condition use a stamp for their signature when signing cheques or other forms. This is not possible for the RA9. It is very important that the adult make their own voluntary mark (dot, squiggle, line) on the RA9. They can hold the pen in their mouth or toes. Remember, they have to be mentally capable of understanding in order to make an RA9.

What authorities are covered by the Basic RA9 in this package?

This package provides a Basic RA9 starting on page 9, after the instructions. It is for naming one representative and one alternate.

The Basic RA9 includes almost all the authorities that you can give a representative under section 9 of the Representation Agreement Act for health and personal care matters. For example it covers:

- Authority to give, refuse or withdraw consent for health care and personal care matters; and
- Authority to refuse life supporting health care.

Look at the heading **Authority of Representative** to see details of the authorities. Look at the heading **Information** for other details from the law such as circumstances when an RA9 ends (on pages 12-13 in this package).

What is NOT covered by the Basic RA9 in this package?

The Basic RA9 does not give your representative authority to:

- Make arrangements for the temporary care or education of minor children; or
- Interfere with your religious practices; or
- Continue to act as your representative if they are your spouse and your relationship breaks down.

If you want any of the above authorities and/or some other options, or you want to include more people or different roles than the Basic RA9, you can request a [Custom RA9](#)

NOTE: A Basic or Custom RA9 does NOT cover financial authorities. Please see the other package in the same section of the Nidus website on [Make & Register Financial & Legal](#)

What about my wishes?

The [RA9 Fact Sheet](#) provides good information about the difference between authorities and wishes.

The Nidus Basic RA9 (this package) does NOT include space for writing out wishes or instructions. 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.

Some **essential topics** to discuss with your representative/alternate:

- What are your expectations of them and the Agreement?
- How should your representative communicate with your other family members and friends?
- If your representative is unsure about making a decision for you (and you are unable to give input), whom can they consult with, to better understand your wishes and beliefs?
- Do you expect your representative to follow your style of decision-making? What is your style?
- Questions, uncertainty and even disagreement can arise in a crisis. What guidance would you want to give if a difference of opinion might occur between:
 - your representatives (if you appointed more than one)?
 - your representative and alternate?
 - your representative and other family members?
 - your representative and professionals?

What are the options for filling out the RA9 form?

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—*be neat and clear*. If you make a mistake, neatly put a line through the mistake and make the correction. Read previous page about things to know.

How do I register?

After the RA9 is completed you can register it with the **Personal Planning Registry**. You can enter information about the RA9 and you can store a copy of the completed document.

Do **NOT** send any paperwork to Nidus.

The Registry is online for you to register and manage it yourself. **This gives you control** over who has access to personal information (unlike recent scandals involving Facebook and social media).

Health authorities operate on a traditional government-style registry approach. They may take a copy of the RA9 for their records, but they own the medical chart and electronic records. You do not have control or direct access to your RA9 — who sees it and keeping it updated — even if you consent to giving a copy. Don't rely only on giving a copy to the health care provider.

There are **two steps for registration with the Nidus Registry**:

1. Create an Account — in the name of the person who the RA9 belongs to (not in the name of the representative). See the how-to-instructions including options for payment. Go to www.nidus.ca > Registry (top blue menu bar) > [Registry Instructions](#).
2. Make a Registration — once an Account is created, at the Account or Welcome page, scroll down to Registration Options and select what you want to register.

You will need to get the RA9 scanned in PDF format so you can upload it to the Registry. If you do not have it scanned, you can still register information and upload later at no extra cost. Please read the 'how-to-instruction' on uploading for an existing registration to avoid a mistake or paying twice.

****Read How-To-Instructions** at www.niduca.ca. > Registry (top blue menu bar) > [Registry Instructions](#)

Why register?

The Registry was the idea of BC citizens and community groups who were involved in the law reform that created the Representation Agreement Act.

There are many benefits to Registering including:

- The Registry system is **private and secure**. Email is not. Storing your own documents in the 'cloud' is also not private if you have to give someone your password. They can access anything you store there.
- As the Registrant, **you control who has access**. You can allow or cancel access as necessary.
- The Registry is **accessible 24/7** and wherever you have WiFi access, including when traveling.
- People often change their email addresses or even their computers or phones or tablets....so if you sent a copy of your RA7 to someone, they may not have it after changing devices or emails.
- Communication of information about you while you are alive can be time sensitive and critical.
- The Registry keeps information and documents **safe and secure in a wildfire or flood, and for the long term**. A daughter recently contacted Nidus about her mother's Representation Agreement — mom was in hospital due to a sudden stroke and the family knew she had made a Representation Agreement but could not find it. What a relief — the Agreement was safe and secure in the Registry for 15 years, ever since mom made and registered it!
- It is easy to register and there are **one-time modest fees**. There are no annual fees. There are also no fees to view, search, update, or share your registrations. The fee to create an account and register the first document is \$25.00. Additional registrations for the same person are \$10.00 each.

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 and authorities covered by the Basic RA9. Read the [RA9 Fact Sheet](#). 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.) These restrictions came from the Ministry of Health.

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/Wickname 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 can sign outside the box.

You must make your own mark on the Agreement. Do NOT use hand-over-hand to sign or use a thumbprint or a stamp. A dot, line, squiggle or other mark that you make is considered a signature.

If you are not able to physically make your own mark contact Nidus before signing 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, or 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 RA9 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>
--	---

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, it can be registered and accessed when needed. The Registry helps with communication—so that others know your wishes and can protect your rights.

Do NOT send paperwork to Nidus.

The Registry is online to do it yourself. If you think the adult has a Registry Account and their previous Agreement registered, it is important NOT to make a new Account. Contact registry@nidus.ca for help.

The fee to register is \$25.00 per person to register the first document. Additional documents for the same person are \$10.00 each. Registry fees cover the costs of the Registry service and any surplus goes toward the education and assistance services of the Nidus Resource Centre — for RA forms, information, and training.

Once a Registry Account is set up and a document(s) is registered, you can access the account and keep information up-to-date.

Go to www.nidus.ca — click Registry (top blue menu bar) > [Registry Instructions](#). Read to learn how to:

1. **Create an Account** — in the name of the person who the RA7 All belongs to (not the representative). Spouses can NOT share a Registry Account, they each need their own Account — just as each needs to make their own legal documents.
2. Make a registration.

REMINDER

Don't forget to give the representative, and alternate a photocopy of your completed RA9. You can also share it with them from the Registry.

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 my 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. For example:

- 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...

PAGE 1/5

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.
 - For example, 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.
- 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:
 - › Living arrangements of all kinds, including to live in my private personal residence, 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

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 my instructions, wishes, values and beliefs and I trust them to apply these in the appropriate circumstance.

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	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, Postal Code Witness #1	City, Province, Postal Code Witness #2

Continued...

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)
--	---

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, a representative has authority to access information to a third party on behalf of the adult in order for 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 fee for personal care 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 for 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 (only an adult considered capable of consent to medical assistance in dying may request it and it must also be administered while they are capable of consent);
 - › 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...
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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 if it were 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).
- If the Supreme Court of BC cancels this Agreement.

For further information, go to www.nidus.ca

- Click on Information > Representation Agreement
- 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 Agreement 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.