

REPRESENTATION AGREEMENT (Section 7)

Authorities from section 7 for two life areas – health care and personal care matters (RA7H+P)
– 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 (Month, Day, Year) as on page 4, #10
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References in this Agreement to subsections of any legislation will use the term “section(s).”

- 2 Adult’s Information** (individual the Agreement is about)

This Representation Agreement belongs to:

Full legal name of the Adult (first, middle, last)	Nickname/Common name - if different from 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 (Month, Day, Year) - must be at least 19 years old

- 3 Naming of Representative** (qualifications on Certificate of Representative/Alternate)

I name the following individual as my representative:

Full name of Representative (first, middle, last – to match ID)	
Full address of 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 tasks and to assist me to make decisions or to make decisions on my behalf for any and all of the following standard powers under section 7 of the RA Act:

- Giving, refusing or withdrawing consent to **minor and major health care**, (RA Act section 7(1)(c)), as defined in the Health Care (Consent) and Care Facility (Admission) Act as required for therapeutic, preventive, palliative, diagnostic, cosmetic or other purpose related to health and including but not limited to decisions about:
 - Medications, tests, assessments, immunizations, 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;

Continued...

Authority of Representative Continued....

Authority for health care continued....

- Physically restraining, moving or managing me or authorizing others to do so in order to provide health 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; and
- Giving, refusing or withdrawing consent to **personal care**, (RA Act section 1 (definition) and section 7(1)(a)), including but 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 (including as provided in the community living sector), in assisted living residence or in other types of shelter subject to restrictions under section 7(2) of the RA Act and Part 3 of the Health Care Consent and Care Facility Admission Act (read information section of this Agreement);
 - Service/support arrangements of any kind for any type of setting and includes assessments, planning and managing of services/supports. 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;
 - Diet, exercise, employment, education, participation in activities; and
 - Personal safety and contact with others.

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 section 9.1(a) of the RA Act, 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.

As provided in section 29 of the RA Act AND I named an alternate representative, this Agreement is not automatically ended if the 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.

Representation Agreement of

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

5 Naming of Alternate Representative (qualifications on Certificate of Representative/Alternate)

Naming an alternate is optional, but a good idea. If no individual to name as alternate: neatly cross out alternate fields below; and on page 5 neatly cross out alternate signature; include Certificate for alternate but put X through it. Crossing out shows the intent – it may raise concerns if the 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.)

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 due to death, illness, resignation or other circumstances, the individual named as alternate at #5 may move up as the temporary or permanent replacement and has the same authority including for instructions as the representative.

7 Confirmation of Substitution (if alternate named)

The Nidus Resource Centre has a sample Confirmation of Substitution form if needed. 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.

Confirmation that the individual named as representative at #3 in this Agreement is either 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, after substitution by the alternate, the individual named at #3 is again able and willing to act as representative, confirmation of this 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 an instance, the individual named as alternate at #5 will resume that role 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 to apply these in the appropriate circumstance.

The representative must be included in any matters affecting my health or personal care, including discussions about Do Not Resuscitate/No Cardiopulmonary Resuscitation or withdrawing or refusing life supporting health care as well as discussions about admission to a care facility governed by Part 3 of the Health Care Consent and Care Facility Admission Act.

Representation Agreement of

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

9 When Agreement is in Effect

This Agreement is in effect upon execution. 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 the representative and alternate and all required Certificates are completed. A representative is not like a Temporary Substitute Decision Maker (TSDM) who only has temporary and limited authority when selected after an adult is determined incapable of informed consent for a specific health care decision. The representative named in this Agreement has authority at any time, and needs to be involved in any health and personal care matters affecting the adult—for example, they might have to access information or do other tasks to enable the adult to make decisions independently, to help the adult make decisions interdependently or to make substitute decisions for the adult.)

10 Execution (Signing, Witnessing, Completing Certificates) (a legal professional is not required)

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

Signing instructions: Names and contact information (at least for adult, representative and alternate) must be filled in on Agreement & Certificates before any signing. Only adult & two witnesses must be together at same time.

The Adult's Signature (Adult only signs once and is first to sign, then witnesses below.)

I am the adult (19 years or older) named in this Representation Agreement and 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 the Adult and Witnesses signed (E.g. March 04, 2023)
PRINT Full name of the Adult (as at #2)	

Who can be a witness? This Agreement is provided for personal use 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 by birth or adoption, child by birth or adoption, employee, or agent of a representative or alternate named in this Agreement, and
- Each complete a Certificate of Witnesses (Form 4).

Note:

An employee or agent of a representative or alternate named in this Agreement may be a witness, if the representative or 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.

The adult named in this Agreement cannot be a witness to their own signature.

Yes, paid staff/professionals who provide services to the adult can be witnesses, if they meet the other qualifications.

A legal professional is not required as a witness and this Agreement is not designed for it. [RA Act sec. 13]

Witnesses to the Adult's Signature (Two are required, must also sign Certificate of Witnesses)

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 each completed a Certificate of Witnesses [Form 4].

Signature of WITNESS #1
PRINT name of Witness #1

Signature of WITNESS #2
PRINT name of Witness #2

Continued...

Execution continued...

Representation Agreement of:

PRINT Full name of the Adult (as at #2)	Date the Adult and Witnesses signed (as on page 4, #10)
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Myth: everyone must be together for signing. **Fact:** Only the adult and two witnesses must be together for signing (see p. 4) – others can sign later and separately (see next). No signing by Skype or Zoom or other remote means.

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 or each other.
- They do NOT sign and date below until after the adult and witnesses signed (see page 4).
- They do NOT need witnesses for their signatures.
- They may sign separate copies of this page, in different locations and at different times – signing in counterpart.
- They must each complete a Certificate of Representative/Alternate [Form 1] or the Agreement is not in effect.
- If the representative and/or alternate lives out-of-town, send them a copy of this page and their Certificate. They need to return these with their original signature. You can have more than one copy of this page.

Signed by Representative and Alternate

We confirm that we are the representative and alternate named in this Representation Agreement and we each completed a Certificate of Representative/Alternate [Form 1].

Signature of Representative	Signature of Alternate Representative
PRINT full name of Representative	PRINT full name of Alternate Representative
Date signed ((M/D/Y--spell out. Eg. March 05, 2023) by Representative	Date signed (M/D/Y--spell out. Eg. March 07, 2023) by Alternate

Complete and Attach Certificates

Certificate instructions: For the Agreement to be in effect, ALL Certificates must be completed but NOT signed or dated in advance of date the adult and witnesses signed (see p. 4). Need original signatures on Certificates.

Form 1 (Certificate of Representative/Alternate) X 2; Form 4 (Certificate of Witnesses) – one each.

11 Information

This Representation Agreement (and any subsequent revocation or resignation) may be registered with the online Nidus 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. Agreements from a different source may have different wording. 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 in this Agreement. It is not legal advice. Unless indicated otherwise, legislative references [E.g. 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]

Continued...

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 their duties or authorities. [Sec. 26(2)]
- Engage the services of a qualified person to assist with activities related to their authority (e.g. attend an appointment with the adult). [Sec. 17]
- Release information about the adult in order to carry out their duties – e.g. to health care providers. [Sec. 22]

A representative under this Agreement can NOT do any of the following:

- Be paid a fee. The law forbids being paid a fee-for-service for decisions or actions related to health care matters. A fee-for-service to the representative for other matters must first be approved by the Supreme Court of BC and would have to be spelled out in the Agreement. [Sec. 26]
- Delegate their authority for decision making or for consent to any individual or organization. [Sec. 16(6&6.1)]

Duties of representative/alternate:

- See section 16 of the RA Act.
- See roles at www.nidus.ca > Information (top menu bar) > Representation Agreement

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. [Sec. 11] (Having an Agreement should make use of the Mental Health Act a last resort).
- 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 or change an existing Will on the adult's behalf. [Sec. 19.01]

This Agreement does NOT include decision making authority for any financial matters.

Authority for health and personal care in this Agreement does NOT include any of the following:

- Refusing health care that is needed to keep the adult alive. (A representative under RA7 does not have authority to refuse consent on behalf of adult for life supporting health care that is offered.) [Sec. 7(2.1)]
- Overriding the adult's objections in order to physically restrain, move or manage the adult or authorize others to do so in order to provide health or personal care. [Sec. 7(2.1)]
- Giving or refusing consent on the adult's behalf (as a representative under RA7) for admission to a type of care facility covered by Part 3 of the Health Care Consent and Care Facility Admission Act (like long-term care), if the adult is found incapable of consent. Note: this restriction does not apply to facilities operated under the Community Living Authority Act. For example, RA7 with authority for personal care includes consent to a group home or home sharing. [Sec. 7 (2)]
- For a complete list, go to www.nidus.ca > Information > Representation Agreement

Continued...

Information continued...

Representation Agreement of:

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

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 named and 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.
- Both individuals named in this Agreement as representative and alternate are permanently unable or unwilling to act or continue to act, including 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 Committee 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 www.nidus.ca > click Information (top menu bar)

- > click Representation Agreement – duties/roles; Making Changes; Revocation; Resignation, and more.
- > click 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 and it is an emergency as defined in the Health Care Consent and Care Facility Admission Act and there is no existing authority [like a representative].)
- > click Personal Care – information on legal requirements about consent for admission to care facility

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

NOTE: The page count (11) for this Agreement includes the Certificates, which are not numbered.

Form 1
CERTIFICATE OF REPRESENTATIVE OR ALTERNATE REPRESENTATIVE

(Sections 5 (4) and 6 (2) of the Representation Agreement Act)

[(One Certificate) to be completed by each representative and alternate representative named in a representation agreement made under section 7 of the Representation Agreement Act.]

- *The completed certificate(s) should be attached to the signed representation agreement.*

Part 1 – Identification of representative or alternate representative

- 1** This certificate applies to the representation agreement made by *(belonging to)*:

PRINT Full legal name of the Adult (first, middle, last) <i>(who Agreement is about)</i>	Date the Adult and Witnesses signed (Eg. March 04, 2023)
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- 2** I am named in the representation agreement as representative or alternate representative.
- 3** My contact information is as follows:

PRINT Full name of Representative or Alternate Representative (first, middle, last)	
Full address (Street address, city, province/state/region, postal code/zip code, country) of Representative or Alternate	
Phone number (incl. area code, country code) of Rep or Alt	Date of birth (M/D/Y – spell out) of Rep or Alt – must be 19 years or older

Part 2 – Certifications made by representative or alternate representative

- 1** I certify that
- (a) I am an adult (19 years or older),
 - (b) I do not provide, for compensation, personal care or health care services to the adult who made the representation agreement, or I do provide the services described in this paragraph, but I am a child, parent or spouse of the adult,
 - (c) I am not an employee of a facility in which the adult who made the representation agreement resides and through which the adult receives personal care or health care services, or I am an employee described in this paragraph, but I am a child, parent or spouse of the adult,
 - (d) I am not a witness to the representation agreement,
 - (e) I have read and understand, and agree to accept, the duties and responsibilities of a representative as set out in section 16 of the Representation Agreement Act, and
 - (f) I have read and understand section 30 of the Representation Agreement Act and have no reason to make an objection as described in that section.

Signature of Representative or Alternate Representative*	Date this certificate was signed (M/D/Y-spell out. Eg. March 05, 2023)
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**Your authority depends on execution requirements outlined in the RA Act, including the date the adult and witness(es) signed the RA; therefore it is recommended you not sign this Certificate in advance of that date.*

Form 1
CERTIFICATE OF REPRESENTATIVE OR ALTERNATE REPRESENTATIVE

(Sections 5 (4) and 6 (2) of the Representation Agreement Act)

[(One Certificate) to be completed by each representative and alternate representative named in a representation agreement made under section 7 of the Representation Agreement Act.]

- *The completed certificate(s) should be attached to the signed representation agreement.*

Part 1 – Identification of representative or alternate representative

- 1** This certificate applies to the representation agreement made by (*belonging to*):

PRINT Full legal name of the Adult (first, middle, last) (<i>who Agreement is about</i>)	Date the Adult and Witnesses signed (Eg. March 04, 2023)
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- 2** I am named in the representation agreement as representative or alternate representative.

- 3** My contact information is as follows:

PRINT Full name of Representative or Alternate Representative (first, middle, last)	
Full address (Street address, city, province/state/region, postal code/zip code, country) of Representative or Alternate	
Phone number (incl. area code, country code) of Rep or Alt	Date of birth (M/D/Y – spell out) of Rep or Alt – must be 19 years or older

Part 2 – Certifications made by representative or alternate representative

- 1** I certify that

- (a) I am an adult (19 years or older),
- (b) I do not provide, for compensation, personal care or health care services to the adult who made the representation agreement, or I do provide the services described in this paragraph, but I am a child, parent or spouse of the adult,
- (c) I am not an employee of a facility in which the adult who made the representation agreement resides and through which the adult receives personal care or health care services, or I am an employee described in this paragraph, but I am a child, parent or spouse of the adult,
- (d) I am not a witness to the representation agreement,
- (e) I have read and understand, and agree to accept, the duties and responsibilities of a representative as set out in section 16 of the Representation Agreement Act, and
- (f) I have read and understand section 30 of the Representation Agreement Act and have no reason to make an objection as described in that section.

Signature of Representative or Alternate Representative*	Date this certificate was signed (M/D/Y-spell out. Eg. March 06, 2023)
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**Your authority depends on execution requirements outlined in the RA Act, including the date the adult and witness(es) signed the RA; therefore it is recommended you not sign this Certificate in advance of that date.*

Form 4
CERTIFICATE OF WITNESSES

(Section 13 of the Representation Agreement Act)

[To be completed by each person witnessing the signing of a Representation Agreement made under section 7 of the Representation Agreement Act.]

- *The completed certificate should be attached to the signed Representation Agreement.*

Part 1 – Identification of, and certifications made by, first witness

1 This certificate applies to the representation agreement made by (*belonging to*):

Full legal name of the Adult (first, middle, last) (<i>who Agreement is about</i>)	Date the Adult and Witnesses signed (Eg. March 04, 2023)
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2 I witnessed the signing of the representation agreement by, or on behalf of, the adult.

3 My contact information is as follows:

Full name of Witness #1 (first, middle, last)
Full address (Street address, city, province, postal code, country) of Witness #1
Phone number (incl. area code) of Witness #1

4 I certify that

- (a) I am an adult,
- (b) the adult who made the representation agreement was present when I witnessed the representation agreement,
- (c) I understand the type of communication used by the adult who made the representation agreement, or had interpretive assistance to understand that type of communication,
- (d) I am not named in the representation agreement as a representative or an alternate representative,
- (e) I am not a spouse, child, parent, employee or agent of a person named in the representation agreement as a representative or an alternate representative, and
- (f) I have read and understand section 30 of the Representation Agreement Act and have no reason to make an objection as described in that section.

Signature of Witness #1	Date this certificate was signed (M/D/Y-spell out. Eg. March 04, 2023)
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To Make an Objection

If you believe that you have grounds to make an objection at this time, you

- (a) must not witness the representation agreement,
- (b) must not execute this certificate, and
- (c) may report your objection to the Public Guardian and Trustee.

Form 4
CERTIFICATE OF WITNESSES (continued)

Part 2 – Identification of, and certifications made by, second witness

[To be completed only if the first witness is not a lawyer (member of the Law Society of British Columbia) or a member in good standing of the Society of Notaries Public of BC.]

1 This certificate applies to the representation agreement made by (*belonging to*):

Full legal name of the Adult (first, middle, last) (<i>who Agreement is about</i>)	Date the Adult and Witnesses signed (Eg. March 04, 2023)
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2 I witnessed the signing of the representation agreement by, or on behalf of, the adult.

3 My contact information is as follows:

Full name of Witness #2 (first, middle, last)
Full address (Address, city, province, postal code, country) of Witness #2
Phone number (incl. area code) of Witness #2

4 I certify that

- (a) I am an adult,
- (b) the adult who made the representation agreement was present when I witnessed the representation agreement,
- (c) the first witness and I were in the presence of each other when each of us witnessed the representation agreement,
- (d) I understand the type of communication used by the adult who made the representation agreement, or had interpretive assistance to understand that type of communication,
- (e) I am not named in the representation agreement as a representative or an alternate representative,
- (f) I am not a spouse, child, parent, employee or agent of a person named in the representation agreement as a representative or an alternate representative, and
- (g) I have read and understand section 30 of the Representation Agreement Act and have no reason to make an objection as described in that section.

Signature of Witness #2	Date this certificate was signed (M/D/Y-spell out. Eg. March 04, 2023)
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To Make an Objection

If you believe that you have grounds to make an objection at this time, you

- (a) must not witness the representation agreement,
- (b) must not execute this certificate, and
- (c) may report your objection to the Public Guardian and Trustee.