A Guide For Getting Your Affairs In Order

A Handbook for Seniors, Families and Friends

INTRODUCTION

This handbook was prepared as a public service by the Rhode Island Bar Association Committee on Legal Services. It contains general information in regard to legal issues that are of general interest to the public and often relate to the needs of the elderly. This handbook is not intended to replace legal advice and you should not rely upon it to make decisions about your legal needs (or those of an older person you are assisting).

Once you have read the handbook, you should be prepared to meet with an attorney to receive legal advice that addresses your particular situation or the needs of the person whom you are helping.

If you would like to contact an attorney and do not have one or know of one, you may contact the Rhode Island Bar Association's Lawyer Referral Service or Legal Information & Referral Service for the Elderly at 521-5040. Any person calling with a legal problem is eligible for a free 30 minute consultation with an attorney. There are also reduced-fee and pro bono services available for income eligible clients.

ADVANCE MEDICAL AND BURIAL DIRECTIVES

Everyone has the right to accept or refuse medical treatment and to choose how his or her body will be provided for at death. You can preserve this right (if the time comes when you cannot communicate for yourself) by putting your wishes in legally-binding documents know as "advance directives." An advance directive informs your family and physician what your health care and burial decisions are when you cannot speak for yourself.

You can also name another person as your agent to make health care or funeral decisions for you.

There are four (4) forms of advance medical and burial directives:

Living Will, so called;
Health Care Durable Power of Attorney (Health Care Agent);
Burial Contract;
Designation of Funeral Planning Agent.

Living Wills

A living will is a legal document stating your wishes concerning life-sustaining treatment. It does not appoint an agent to make decisions for you, and it does not address medical decisions other than decisions about terminating care. The living will is relied upon only when you have a terminal condition and cannot communicate your wishes. You are considered terminally ill if you have an incurable or irreversible condition that, without life-sustaining procedures, will cause you to die very soon.

Generally, people use a living will to instruct their doctors to withhold or withdraw life-sustaining treatment. Examples of life-sustaining procedures are CPR (Resuscitation), being sustained by a ventilator, and artificial feeding. Even if you are terminally ill and have signed a living will, a doctor may still take action to alleviate pain or to make you more comfortable.

The Health Care Durable Power Of Attorney

In a health care durable power of attorney, you appoint another person as your agent to make health care decisions for you when you are unable to make them for yourself.

In Rhode Island, you may name one agent and up to two alternate agents, but there can only be one agent acting at a given time. If your agent fails to follow your instructions, a court may

revoke his or her power. When you appoint a health care agent, you and your agent should discuss your values, choices and desires relating to health care so your agent will know which medical procedures and care to accept or reject on your behalf.

If you become unable to make decisions for yourself and a medical decision must be made for you, then after considering the benefits and risks of a particular treatment, the advice of your physician and your own wishes, your agent will make that decision for you.

In Rhode Island, there is a particular form you must use to designate an agent. You may want a lawyer to help you complete the form to ensure that it is legally binding. The form is valid until you revoke it, which you may do either orally or in writing. You may also change it by written instructions that you sign.

Remember that as long as you are able to communicate for yourself, you alone will make the decisions concerning your health care. The health care advance directives will be referred to only if you are no longer able to communicate your wishes.

Although not required by law, it is advisable to give your doctor a copy of any advance health care directives you sign.

Burial Contract

Under Rhode Island law, you may enter into a burial contract with a licensed funeral director in the State wherein you select the arrangements for your burial, etc. You usually will be required to prepay for your funeral, burial and other arrangements at an agreed price that usually will not increase. You can decide if you want to be cremated or buried and alleviate difficult decisions made by family at a time of stress and also alleviate family strife. For more information, contact a licensed funeral director of your choice.

Designation of Funeral Planning Agent

If you do not enter into a burial contract with a funeral director and you are at least eighteen (18) years of age and of sound mind, you may designate a primary and alternate funeral planning agent ("agent"). The agent whom you name has the sole responsibility and authority to make any and all arrangements and decisions regarding your funeral preparation and planning and burial or disposition of your remains, including cremation. By naming an agent you may help to avoid disagreements between family members or friends as to your final wishes, but you should be sure that your agent knows exactly what your wishes are.

When the designated agent signs the legal document, he or she agrees to ensure payment for all outstanding expenses related to your funeral, so if you name an agent, you should make sure that your estate, or the agent, has the resources to take care of the expenses. If the agent that you name is not a relative of yours, then he or she cannot serve as the funeral planning agent for any other non-related party while serving as your agent.

If you do nothing, your legal spouse, if surviving, will make your burial decisions. If there is no spouse surviving, your heirs at law are authorized to make such decisions. Obviously, if they cannot agree, the Superior Court may have to intercede and make the decision as to whom and how your remains will be handled. Leaving instructions in your will is not the best method for you to designate the final arrangements for your burial.

You should also keep a copy of your advance directives in a safe place and should let your family know you have signed advance directives.

GUARDIANSHIP AND CONSERVATORSHIP

A guardianship or conservatorship is a legal system by the Probate Court that bestows upon an individual the legal power to make decisions for another individual who is incapable of making decisions for him or herself.

While a Health Care Power of Attorney (described above) or a Financial Power of Attorney (described below) is something you choose to give someone, a guardianship or conservatorship is established by the Probate Court when you have become incapacitated and when there is no other alternative for your affairs to be managed. If you set up adequate Powers of Attorney while you are physically and mentally healthy, you may never need the services of a Guardian or Conservator.

A guardianship involves the appointment of an individual ("Guardian") to handle personal and custodial matters for an incapacitated person ("Ward"). Some of the primary responsibilities of a Guardian are: (a) to decide where the Ward will live and (b) to make provisions for the

Ward's care, comfort and maintenance, including medical and health care decisions. If the Ward has money and/or property, a Guardian may also be appointed to manage this property including depositing checks and paying bills of the ward. A Guardian does not have authority to sell real estate or manage large estates on their own, but needs special court approval.

In order to provide the least restrictive alternative to the Ward, it should be noted that under the new state law regarding guardianships, a guardianship must be limited to those areas where the Ward needs a substitute decision maker and not necessarily for all areas. This is to protect the civil rights of all Rhode Islanders.

A conservatorship involves the appointment of an individual ("Conservator") to protect and manage the money and property ("the estate") of an incapacitated person, and in this way acts similarly to a Guardian for Finances. A Conservator can only handle the financial affairs of the Ward, such as paying bills, making investments, etc., but is not allowed to make decisions regarding the personal life of the Ward.

Both guardianships and conservatorships may be established only by the Probate Court and once either is initiated the activities of the Guardian or Conservator are supervised by the Probate Court on a regular basis. It is the Court's responsibility to make certain that the guardianship or conservatorship is functioning in the best interest of the Ward, while it is the Guardian's or Conservator's responsibility to follow the Court's instructions, to make regular reports to the Court and to act always in the best interest of the Ward.

ADVANCE FINANCIAL DIRECTIVES

If you wish to plan for the possibility of becoming incapacitated (and perhaps to avoid a guardianship or conservatorship), you may name a person to act as your financial agent, using a general "Power of Attorney." (If the Power of Attorney is durable, it will continue in effect if you become incapacitated.) While a "Durable Power of Attorney for Health Care" (described above) appoints an agent to make medical decisions for you, a general "Power of Attorney" authorizes your agent to manage financial matters for you.

The person you name to manage your financial affairs does not need to be the same person whom you name to manage your medical care. Many people feel that one friend or family member may be good at one job but not so good at the other, so it is common to choose different people for each role.

A general Power of Attorney can be very broad, allowing your agent to pay your bills, buy or sell real estate or investments, or handle your finances in any way that you wish and, unless you limit when it begins, it is effective when you sign it.

You can also limit the Power of Attorney if you want your agent to do certain things for you, but you don't want to give him or her power to do other things for you. Remember unless you limit when the power begins, it is effective when you sign it.

While a Durable Power of Attorney for Health Care can name only one agent at a time, you can name more than one person as your financial agent, either giving each one the power to act for you or requiring that all act together. If more than one agent is designated as the attorney-in-fact, they will be presumed to be authorized to act jointly unless it is specified that they are appointed "severally" and are, therefore, authorized to act individually.

Always seek to choose an individual who is willing and capable to handle your affairs.

WILLS AND PROBATE

Wills

A will is a legal document that, if properly made and signed in accordance with the requirements under the law, directs how your property will be distributed and transferred when you die. However, if you own certain property (such as a bank account) jointly with another person or persons, or if you own property that has a beneficiary you already have named to take the asset upon your death (such as an IRA account or an insurance policy), then those assets will pass to those joint owners or beneficiaries, regardless of the terms of your will. Therefore, it is important that you know how your assets are held before your will is made.

A will does or can do several things, including the following:

A will names a person to serve as your Executor (who must be appointed by the Probate Court before he or she is authorized to act on your estate's behalf). If appointed, the Executor will be responsible for administering your estate in accordance with state law and accounting for his or her actions to the Probate Court.

The Executor's responsibilities include paying your death-related expenses, taxes that are or may become due and just debts.

He or she must also distribute your property as your will directs, if possible. It may be advisable to grant in your will broad powers to your executor so that costs to your estate may be minimized in that your Executor does not need to obtain court permission first before taking certain action. Yet, in granting such broad powers, you must be confident in the person you name as Executor to act at all times in the best interest of your estate.

If your Executor dies before you do or declines to take the appointment, fails to be appointed or, if appointed, cannot continue to carry out his fiduciary duties, then the Probate Court will appoint another person as a successor. Since you should be able to express whom you wish that person to be, it is wise to name an alternate Executor in your will.

A will directs how your property is to be distributed and to whom when you die. Persons or organizations/entities that are named in the will to receive your property are called beneficiaries. Since a beneficiary may die before you do, you should name alternate beneficiaries whenever possible.

The property that is covered by your will is considered your probate estate. The probate estate includes tangible assets (such as cars, furniture, art and jewelry), intangible assets (such as cash, stocks, bonds, bank accounts, investments and the like) and real estate, all in which you have total interest or an interest that is transferrable upon your death and does not automatically pass on to a joint owner. (Again, your probate estate does not include jointly owned property or assets (e.g. life insurance policies and retirement accounts) that pass to a person you have named in a separate beneficiary designation, unless you have named your estate as beneficiary.)

A will can make gifts, called "bequests," to persons, businesses or charities. The bequests can be cash or other types of property. If you make such a bequest in your will, you are not bound to keep that particular property in your possession until you die. If you use, sell or otherwise dispose of the particular asset before you die, then the named beneficiary simply does not take that asset.

A will can include trusts which, after your death, will contain property that you want to hold for the benefit of a certain person or persons. More specifically, you will name a Trustee of the trust in your will; this Trustee is a person whom you feel can ensure proper management of the trust assets that you wish to leave after you die to a person or persons whom you believe cannot alone manage this property well. For example, you may wish to set up a trust for a young person to manage some money for him or her until that young person reaches a mature age. A will may include an appointment of a Guardian or Guardians to care for your minor children.

If properly made and executed in accordance with state law, your will remains valid until you revoke it. You may revoke your will by physically destroying it; it can also be revoked if you validly create a new will in its place. However, if you lose your will, it may be presumed that you revoked it. Therefore, you should safely store the original. In addition, do not write on your will after you sign it because such writing is not effective and may likely invalidate or raise controversy about your will. If you do wish to later change the terms of your will, you must either have an entirely new one prepared and signed in accordance with the state law or change the existing will with a separate document known as a "codicil." The codicil must be signed with the same formality as the will, including the witnesses to your signature.

The codicil will contain all of the changes you are making to your existing will so when you die, there will be two documents, your will and codicil, that direct how your property is to pass.

If you die without a will, you are said to have died "intestate" and the distribution of your property will follow the state's "intestacy" laws, regardless of your wishes. Family members and friends who believe they know how you wanted your property to pass will not have a say in the matter; the state law must be followed.

Owning property jointly is not a substitute for a will. Many people think that if most or all of their substantial assets will pass upon their death to another person or persons, they do not

need to have a will. For a number of reasons, it may be wise to hold property jointly under your circumstances but you should still have a will. At the very least, you would need a will to direct distribution of a jointly held asset if it turns out that you are the last joint owner to die.

PROBATE COURT

When you die, property (real estate and personal) owned solely by you and for which you have not designated a beneficiary or co-owner by appropriate means (your "estate") may be placed under the supervision of the Probate Court in the town or city where you lived. The property will be distributed under the terms of your will. If you do not have a will, the property will be distributed under the Rhode Island intestacy laws. It is common misconception that probate court can be avoided if no will exists.

It is recommended that you leave a document called a "will" which sets forth your directions for how you want your estate to pass after your death; it is a document best prepared by an attorney and signed by you during your lifetime.

Your will may be changed by you at any time prior to your death and is not effective until you die.

In addition to your direction as to how you wish your property to be divided, you also appoint a person(s) to be in charge of the distribution of your property and to wrap up your affairs after you have passed (the "Executor" of your estate). That person is usually given authority to act on your assets and estate without further permission of the Probate Court. You may wish to appoint more than one person to do this and usually it is someone whom you trust to be able to perform these tasks promptly, efficiently and honestly. You should discuss this with your attorney as you prepare your will and in certain cases with the person you are thinking of appointing.

If you do not have a will, your property may be distributed to your heirs at law pursuant to Rhode Island General Laws or by other means allowed by law.

A common misconception is that an estate escapes additional expenses by not having a will. Generally, it is less expensive to probate an estate if there is a will, because fewer court appearances are necessary (reducing attorney fees) and the administration period is shorter because the will needs less court guidance and approval.

What happens when an individual dies without a will? In general, the following occurs:

Your heirs/spouse submit to the Probate Court in the town or city where you resided a petition requesting that the court appoint someone to administer your estate (usually a family member) called an Administrator.

After notice to your heirs at law and at a hearing, the Probate Judge appoints the Administrator who has the duty to gather all your assets, value them and submit this value of your assets to the court (a 1% tax is collected from your estate based on this value, exclusive of real estate owned by you, and the maximum tax is $1500.00). The court will also require a bond from your Administrator insuring the value of your estate (sometimes with a corporate bonding company as a "surety," adding additional cost to the administration of your estate). The Administrator and surety are then responsible to the court for the honest administration of your estate.

The Administrator pays your debts outstanding at the time of your death, the costs of your last illness, your burial expenses, any taxes due to the State or Federal government based on the size of your estate (these may vary year to year, so you need to consult with your attorney regarding them) and the costs to administer your estate, including a fee to the Administrator and legal fees and costs.

The estate remains open for at least six (6) months to allow for the filing of claims against the estate by your creditors. If claims are filed and found to be valid and estate funds are available, your estate is required to use them to pay them.

The Probate Court must approve each sale or disposition of the real and personal property you owned in your own name by the Administrator.

After all of the above has been completed, the Administrator of your estate closes it by an accounting with the court or by an affidavit of complete administration accepted by the court, and disburses the balance of funds in the estate to your heirs at law.

What happens when an individual dies with a will? In general, the following occurs:

The person(s) you have designated as your Executor usually submits a petition with your will to the Probate Court in the town or city where you resided Executor.

After notice to your heirs at law and at a hearing, the Probate Judge determines if your will should be allowed and, if so, appoints the Executor you have designated.

The Executor then performs the necessary tasks to administer your estate, similar to the duties of an Administrator (see above) except it is a person you appoint with sufficient authority to allow action on your estate without Probate Court intervention.

The Executor values your assets and submits the value to the court (a 1% tax is collected from your estate based on this value, exclusive of real estate owned by you, maximum $1500.00); the court will also require a bond from your Executor insuring the value of your estate. The Executor is then personally responsible to the court for the honest administration of your estate. (Usually in your will, you request that your Executor not provide corporate surety for his bond, thus not incurring an expense to your estate.)

The Executor pays your debts outstanding at the time of your death, the costs of your last illness, your burial expense, any taxes due to the State or Federal government based on the size of your estate (these may vary year to year, so you need to consult with your attorney regarding them) and the costs to administer your estate, including a fee to the Executor and legal fees and costs.

The estate remains open for at least six (6) months to allow for the filing of claims against the estate by your creditors. If claims are filed and found to be valid and estate funds are available, your estate is required to use these funds to pay the claims.

After all of the above has been completed, the Executor of your estate closes it by an accounting with the court or by an affidavit of complete administration accepted by the court.

The balances of funds in the estate are then disbursed pursuant to the directions you placed in your will.

JOINT OWNERSHIP OF PROPERTY

Joint ownership or co-ownership occurs when more than one person owns property such as a home, a bank account, or stocks and bonds. In general, property owned with another is not administered by Probate Court when you die.

There are three (3) types of joint ownership:

Joint Tenancy

Tenancy in Common,

Tenancy by the Entirety

NB: Joint ownership is not recommended as the only means of avoiding probate. If a husband and wife own all their property jointly, after they both pass away, the execution of wills by them insures that their property is distributed as they wish and not strictly to their heirs at law as set forth in the applicable Rhode Island General Laws.

Joint Tenancy

Joint tenancies are created by signing a legal instrument, such as a deed, a will, a contract or an agreement. For example, when you open a joint bank account, you generally sign an agreement at the bank. That agreement may describe the co-owners as "joint tenants with right of survivorship." That term is often used when creating a joint tenancy and means that when one joint owner dies, the other co-owners automatically own the property, regardless of the terms of the will of the first owner to die or the applicable laws of intestacy.

Each joint tenant usually owns an equal share of the property. If three people are joint owners of real estate, each is deemed to one third: when personal property, such as a bank account, is owned by joint tenants, each joint tenant may deposit to, withdraw from, and control the account without authorization of the other joint owners.

In the case of real estate, each joint tenant may use and enjoy the jointly-owned property, but no joint tenant may sell it without the approval of the other owner or owners. A joint tenant may only sell or give away his or her share in the property, in which case the joint ownership with the other owners is ended, but the other owners still keep their shares. After a joint ownership is ended in such a manner, the remaining owners then become "tenants in common," as to one another as described hereafter.

Tenancy in Common

Tenants in common each own a share of property, like joint tenants, but if a tenant in common dies, his or her share does not automatically pass to the other owners. Instead, the share of a tenant in common who dies passes to the person named in the deceased owner's will, or if there is no will to his or her heirs at law under the applicable laws of descent in Rhode Island.

The shares of tenants in common do not have to be equal. Thus one owner might own 60% of the property, while two other owners each might own 20%. If the shares are not specified, however, it is assumed that each co-owner owns an equal amount.

Each co-owner has the right to use all of the property. Tenants in common may sell or transfer their share without the consent of the other owners. Tenants in common may also give away their shares by will.

Tenancy by the Entirety

Ownership of property as "tenants by the entirety" is a special designation that may be used only by a married couple. Generally, only real estate is owned this way. The words "tenants by the entirety" must appear on the married couple's deed, will, contract or agreement.

Tenants by entirety must be married at the time they receive the property to qualify for this type of ownership. If an unmarried couple co-owns property (as either joint tenants or right of survivorship or as tenants in common) and then gets married, they may prefer to own property as "tenants by the entirety." If so, the married couple must change their deed to clearly state this choice.

Each spouse owns an equal share of the property and has unlimited use of the property. Neither spouse can sell the property without the other's approval; deed, death or divorce are the only means to dissolve tenancy by the entirety.

Like joint tenancy, tenancy by the entirety includes the right of survivorship. This means that if one spouse dies, his or her share will pass automatically to the other spouse, regardless of the will of the spouse who has died.

MEDICAL ASSISTANCE AND NURSING HOME CARE

As we approach our senior years, we may find ourselves in a position where we can no longer care for ourselves, and we may face the prospect of entering a nursing home. As you know, nursing homes can be very expensive.

Most people over age 65 have Medicare. Unfortunately, Medicare currently offers only a very limited nursing home benefit (it pays for 20 days of care plus an additional 80 days with a co-payment) and is only available when you need "skilled" nursing home care.

Some people purchase nursing home or long-term care insurance to help pay for the potential future costs of a nursing home, and you may wish to explore this option to see if such insurance is appropriate and affordable for you.

The major public program that helps to pay for nursing home care is called "Medical Assistance," also known as "Medicaid." This program is funded by both the Federal and State governments and is administered in Rhode Island by the Rhode Island Department of Human Services (DHS).

Unfortunately, the rules that determine whether you are eligible to receive Medicaid assistance for nursing home costs are complex and subject to change. If you are concerned about this, you may want to contact a lawyer to discuss your particular situation.

For purposes of compliance with the Rhode Island Supreme Court Rules of Professional Conduct, Rule 1.4 as amended. Clients' Statement of Rights & Responsibilities Notification to Clients of Their Rights and Responsibilities

Preamble

Good communication is essential to effective attorney-client relationship. A lawyer should ensure that a new or prospective client has a full understanding of the nature of the attorney-client relationship, including what the lawyer can reasonably expect from the client. If the client does not have such an understanding, the lawyer shall take reasonable steps to educate the client about the relationship. The Client's Statements of Rights and Responsibilities set out below is designed to provide an outline of the lawyer's expectations of the client and the client's expectations of the lawyer. The lawyer may use the Client's Statement of Rights and Responsibilities to inform a new or prospective client of those expectations. The Client's Statement of Rights and Responsibilities is not, however, the exclusive method by which a lawyer might so inform the client. The Client's Statement of Rights and Responsibilities shall not be used as a basis for litigation or for sanctions or penalties. The Client's Statement of Rights and Responsibilities does not supersede or detract from the Rules of Professional Conduct, nor does the Client's Statement of Rights and Responsibilities alter existing standards of conduct against which lawyer negligence may be determined.

Application

When a lawyer has not regularly represented a client, the lawyer shall provide the prospective client with a statement of the client's rights and responsibilities. The lawyer

shall give this information to the client prior to the signing of a written retainer agreement and shall obtain a signed acknowledgement of its receipt. The rights set forth in this statement are intended to be consistent with the standards mandated by the Rules of Professional Conduct. This statement does not supersede the obligations imposed by the Rules of Professional Conduct, and is intended as an explanation to the client of their rights under the Rules and their responsibilities in the attorney-client relationship. The text of the rules remains authoritative.

Client's Statement of Rights and Responsibilities

In an attorney/client relationship, each party has certain rights. A right that both parties have is to be treated at all times with courtesy and respect. This statement first explains your rights as a client when you hire an attorney, and immediately afterwards what your attorney has the right to expect of you. This statement is intended to promote better communication and prevent misunderstandings between you and your attorney.

As the client in a legal matter, you have the right to expect that:

1. Your attorney will handle your legal matter competently.

When hiring an attorney, you have the right to ask questions about the attorney's education, training, and experience and expect that your attorney will remain current with recent developments in the law that relate to your matter.

2. Your attorney will charge you a reasonable fee and explain how it will be computed and when payments are expected from you.

If you are not a regular client, your attorney will give you a written statement before, or as soon as the work begins indicating the basis or rate of the fee you will be charged.

If you are asked to pay a retainer, your attorney will explain how it will be spent and, if you ask, will provide you with a periodic written statement detailing how it has been spent.

If your attorney is working on a contingent-fee basis, your attorney will put in writing, in advance, what the attorney's percentage will be,

whether you will be billed for costs and expenses, and whether deductions will be taken from your settlement prior to calculating the fee.

3. Your attorney will work diligently for you and pursue the lawful means necessary to present or defend your case.

4. Your attorney will strive to resolve your legal matter promptly and will inform you if for any reason it cannot be resolved in a timely fashion.

5. Your attorney will respond to reasonable questions about the progress of your legal matter and will explain office policies to you to ensure satisfactory communication with you, including:

How to reach your attorney.

When and how your telephone calls will be returned.

How to obtain copies of paper/documents from your legal file.

6. Your attorney will exercise independent, professional judgment on your behalf free from any conflict of interest.

7. Most of your communications with your attorney are confidential. Your attorney will explain to you when the statements you make or secrets you reveal about your case cannot be kept confidential.

8. You have the right to make final decisions regarding your legal matter.

Your attorney will discuss the negotiation process with you and will agree to a settlement offer only if you have approved it.

9. Your attorney will explain to you, in advance, any major expenses anticipated in your legal matter.

10. Your attorney will tell you if other lawyers will be involved in your representation and how the cost to you for their involvement will be calculated.

11. When your fee is not a single, set amount, your attorney will give you periodic billings detailing your fees, costs, and expenses.

12. If legal fees will be applied against a settlement, your attorney will provide you with a final statement after the matter is concluded detailing what costs and expenses are being applied against your settlement and the amount you will receive.

As your legal advisor, your attorney has the right to expect that:

1. You will make a full and honest disclosure of all of the facts - good and bad - that relate to your legal matter and you will inform your attorney about any new facts or circumstances that may affect your case as they arise.

2. You will adhere to your fee agreement with your attorney, pay your bills for all work that has been performed, and pay for all costs advanced for you. If you have any questions about your bill, you will discuss them with your attorney.

3. You will seek your attorney's advice before discussing any information relating to your legal matter with others.

4. You will tell your attorney if you have any concerns or reservations about the advice you are being given.

5. You will be on time for all court hearings and appointments with your attorney or let your attorney know in advance if you cannot be on time.

6. If you cannot reach your attorney when you telephone the office, you will leave your name and telephone number and a brief message.

7. You will complete the tasks requested by your attorney in a timely fashion or let your attorney know when you cannot.

8. You will discuss your expectations about what you want to accomplish in your legal matter with your attorney. When your expectations are not being met, you will talk to your attorney about it.

You have the right to change attorneys if you are dissatisfied with the representation you are receiving. However, in certain circumstances, you will need the court's permission. It is also important for you to know that your attorney may decide to stop representing you. This

may be due to your not meeting your obligations to your attorney or for some other reason. This too may require court permission.

This Client's Statement of Rights and Responsibilities is based on the Rhode Island Rules of Professional Conduct for attorneys. If you have any questions about this statement of your rights and obligations, you should contact the Rhode Island Bar Association at 115 Cedar Street, Providence, Rhode Island 028903 telephone: (401) 421-5740.

NOTE

This piece is produced as a public service by the Rhode Island Bar Association and intended to provide background information. This is not a substitute for legal advice and representation by a licensed attorney of the Rhode Island Bar.

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