

# **2024 ISBA Mutual Risk Management Conference**



# 2024 ISBA Mutual Mirza Risk Management Conference – Table of Contents

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# 2024 ISBA Mutual Mirza Risk Management Conference – Agenda

12:30 p.m. – 1:30 p.m. Anatomy of an ARDC/Legal Malpractice Claim

15 minutes– What is a Malpractice Claim? Elements

20 minutes – Applicable statutes of limitation and repose

15 minutes – Civil and ARDC Claim Procedures

10 minutes – ARDC Statistics and Types of Discipline

1:30 p.m. – 1:45 p.m. Break

1:45 p.m. – 2:45 p.m. – Client Screening, Engagement, Disengagement and Non-Engagement

20 minutes – The Accidental Client

- Client Evaluation
- Warning signs of Difficult Clients
- Learning to say “No”
- Client Screening Do’s and Don’ts

15 minutes – Documenting Engagement

15 minutes – Documenting Non-Engagement and Disengagement

10 minutes – Final takeaways and bonus material

2:45 p.m. – 3:00 p.m. Break

3:00 p.m. – 4:00 p.m. Ethical and Business Considerations in Choosing IT Services

15 minutes – Introduction, Agenda and Definitions

15 minutes- Nexus Between Ethics and IT Vendors

15 minutes – The Vendor Selection Process

15 minutes – Managing the Vendor Relationship and When to Reconsider

# 2024 ISBA Mutual Mirza Risk Management Conference – Presenters

**Amanda J. Hamilton** is a partner at Konicek & Dillon, P.C. where she concentrates her practice in the fields of appellate law, professional liability, commercial litigation, and ethics. Ms. Hamilton has experience litigating civil and criminal matters in jury trials, bench trials, and regularly argues before the Illinois Appellate Courts and the Illinois Supreme Court.

Ms. Hamilton began her career in Washington, D.C., first as a White House intern and then as a Presidential Appointee to the U.S. Department of State, where she worked in the Bureau of Public Affairs under the leadership of Secretary Condoleezza Rice. Ms. Hamilton attended Northern Illinois University's College of Law and Graduate School on a full merit and academic scholarship, earning both a J.D. and an MBA and graduating magna cum laude, building upon her undergraduate degrees in Economics, Business Administration, and Communication from Augustana College.

Ms. Hamilton has been recognized by Leading Lawyers Network as being in the top 2% of attorneys under 40 every year since 2015 and has been selected to the Super Lawyers list of Rising Stars since 2020. She is a member of the Illinois Appellate Lawyers Association, the Illinois State Bar Association, the DuPage County Bar Association, and the Kane County Bar Association. She has been published in the Illinois Bar Journal, the Kane County Bar Briefs, and teaches seminars on the subjects of legal ethics and recent appellate decisions.


**Garrett Kern, Esq.** is the Chief Claims and Risk Management Officer for ISBA Mutual Insurance Company. He has been a licensed attorney in Illinois since 2001. Garrett was a partner at Foran Glennon in Chicago before joining the insurance industry in 2013 where he provided professional liability claim handling and risk management services to lawyers and other professionals in Illinois and across the nation. Garrett serves the claim and risk management needs of lawyers insured by ISBA Mutual.

**Mat Kresz** is a technology attorney in Chicago. His practice includes advisory, transactional, and litigation services in matters related to data privacy, cybersecurity, and technology.

Prior to law school, Mat served as a business leader and Chief Information Officer (CIO) at a mid-size enterprise that catered to Fortune 500 clients in financial, pharmaceutical, and digital marketing sectors.

During law school, Mat interned at Motorola Solutions and CTLGroup, co-founded DCLO (the Digital Cyber Law Organization), and was a member of Law Review.

Mat graduated from DePaul College of Law, Magna cum Laude, and shaped a tech-centric legal practice that combines legal services with by his former business and technology experiences to better help identify opportunities, solve problems, and mitigate risk sensibly, while keeping clients' business objectives in mind.




# Anatomy of an ARDC/Legal Malpractice Claim

Amanda Hamilton  
Konicek & Dillon, P.C.

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## What is Legal Malpractice?

- ▶ “The law does not say how a reasonably careful lawyer would act under these circumstances. That is for you to decide. In reaching your decision, you must rely upon opinion testimony from qualified witnesses [and evidence of the Rules of Professional Conduct]. You must not attempt to determine how a reasonably careful lawyer would act from any personal knowledge you may have.” – IPI 105.01

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**Elements**

- Duty
- Breach
- Proximate Cause
- Actual Damages

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**Duty**

“A lawyer must possess and use the knowledge, skill, and care ordinarily used by a reasonably careful lawyer.”  
IPI 105.01

Comply with the Illinois Rules of Professional Conduct

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## Duty

### Consensual Relationship

- Acceptance from attorney
- Authority from client

### Type of Representation Sought

### Scope of Authority Conferred

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## Breach

- ▶ “A lawyer must possess and use the knowledge, skill, and care ordinarily used by a reasonably careful lawyer. The failure to do something that a reasonably careful lawyer would do, under circumstances similar to those shown by the evidence, is ‘professional negligence.’”
- ▶ “The phrase ‘deviation from the standard of care’ means the same thing as ‘professional negligence.’”  
IPI 105.01
- ▶ Generally, expert testimony required
  - ▶ Exceptions

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## Proximate Cause

“The fact that an attorney may have breached his duty of care, is not, in itself, sufficient to sustain the client’s cause of action; even if negligence on the part of the attorney is established, no action will lie against the attorney unless that negligence proximately caused damage to the client.”  
*Northern Illinois Emergency Physicians v. Landau, Omahana & Kopka, Ltd.*, 216 Ill.2d 294, 306 (2005).

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## Proximate Cause

### Litigation

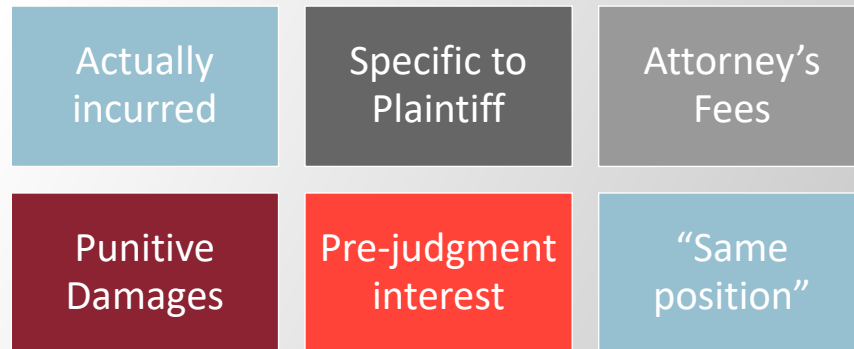
- ▶ The “case within a case”
- ▶ Compensated by some third party “but for” the acts/omissions of the attorney
  - ▶ *Governmental Interinsurance Exchange v. Judge*, 221 Ill.2d 195 (2006)

### Transaction

- ▶ “Client’s exposure to a risk that the client did not knowingly and voluntarily assume.”
  - ▶ *Union Planters Bank, N.A. v. Thompson Coburn, LLP*, 402 Ill.App.3d 317 (5th Dist. 2010)

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## Actual Damages



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## Applicable statutes of limitation and repose – General Rules

- ▶ § 13-214.3. Attorneys.
- ▶ (b) An action for damages based on tort, contract, or otherwise (i) against an attorney arising out of an act or omission in the performance of professional services or (ii) against a non-attorney employee arising out of an act or omission in the course of his or her employment by an attorney to assist the attorney in performing professional services must be commenced within 2 years from the time the person bringing the action knew or reasonably should have known of the injury for which damages are sought.
- ▶ (c) Except as provided in subsection (d), an action described in subsection (b) may not be commenced in any event more than 6 years after the date on which the act or omission occurred.

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## Applicable statutes of limitation and repose - Exceptions

- ▶ (d) When the injury caused by the act or omission does not occur until the death of the person for whom the professional services were rendered, the action may be commenced within 2 years after the date of the person's death unless letters of office are issued or the person's will is admitted to probate within that 2 year period, in which case the action must be commenced within the time for filing claims against the estate or a petition contesting the validity of the will of the deceased person, whichever is later, as provided in the Probate Act of 1975. An action may not be commenced in any event more than 6 years after the date the professional services were performed.
- ▶ (e) If the person entitled to bring the action is under the age of majority or under other legal disability at the time the cause of action accrues, the period of limitations shall not begin to run until majority is attained or the disability is removed.
- ▶ (f) If the person entitled to bring an action described in this Section is not under a legal disability at the time the cause of action accrues, but becomes under a legal disability before the period of limitations otherwise runs, the period of limitations is stayed until the disability is removed. This subsection (f) does not invalidate any statute of repose provisions contained in this Section. This subsection (f) applies to actions commenced or pending on or after January 1, 2015 (the effective date of Public Act 98-1077).

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## ...but do not forget equitable estoppel and fraudulent concealment

- ▶ Misrepresent or conceal material facts
- ▶ Knowledge that the representations were untrue
- ▶ Lack of knowledge by receiving party at time of receipt and action
- ▶ Intention for receiving party to reasonably rely
- ▶ Action in good faith to his/her detriment
- ▶ Prejudice
- ▶ Brummel v. Grossman, 2018 IL App (1st) 162540
- ▶ Concealed a material fact under circumstances which created a duty to speak
- ▶ Defendant intended to induce a false belief
- ▶ Plaintiff could not have discovered the truth through reasonable inquiry or inspection (or was prevented from doing so)
- ▶ Justifiable reliance on silence  
Abazari v. Rosalind Franklin University of Medicine and Science, 2015 IL App (2d) 140952

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## Attorneys as fiduciaries

- ▶ “A fiduciary relationship exists as a matter of law between an attorney and his client. Thus, in effect any alleged malpractice by an attorney also evidences a simultaneous breach of trust; however, that does not mean every cause of action for professional negligence also sets forth a separate and independent cause of action for breach of fiduciary duty.” *Brush v. Gilsdorf*, 335 Ill.App.3d 356 (3d Dist. 2002).
- ▶ Pleading in the alternative
- ▶ Damages available
  - ▶ Section 2-1115 prohibits punitive damages for legal malpractice claims

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## Attorneys as trustees

- ▶ Illinois Trust and Trustees Act and the Illinois Trust Code
- ▶ Significant changes, including, but not limited to:
  - ▶ The Trustee’s (prospective) duty to inform and account (Section 813)
  - ▶ ITC codifies the duty of loyalty (Section 802(c))
  - ▶ Permits a Trustee to delegate certain duties (Section 807)
  - ▶ Limits a Trustee’s duties regarding trust-owned life insurance policies if proper notices sent (Section 913)
  - ▶ Exculpation clauses invalid if drafted by Trustee unless “objectively fair and disclosed to settlor” (Section 1008)
  - ▶ Consent, ratification, and release all defenses to claims of breach (Section 1009)

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# CIVIL Claim Procedure

- Complaint
- Motion Practice
- Written Discovery
- Oral Discovery
- 213(f)(3) Written and Oral Discovery
- Dispositive Motions
- Jury Trial
- Appellate Court
- Supreme Court

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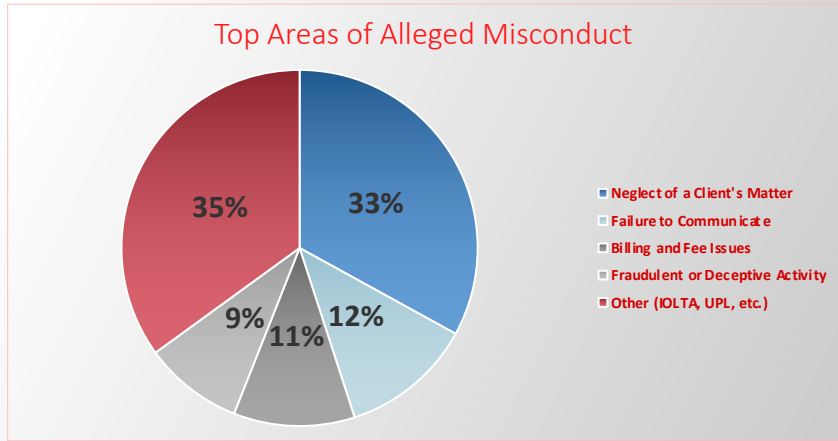
# ARDC Complaint Procedure

- Grievance
- Investigation
- Inquiry Board
- Hearing Board
- Review Board
- Supreme Court

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## 2022 ARDC Statistics – Types of Misconduct Alleged in Complaints

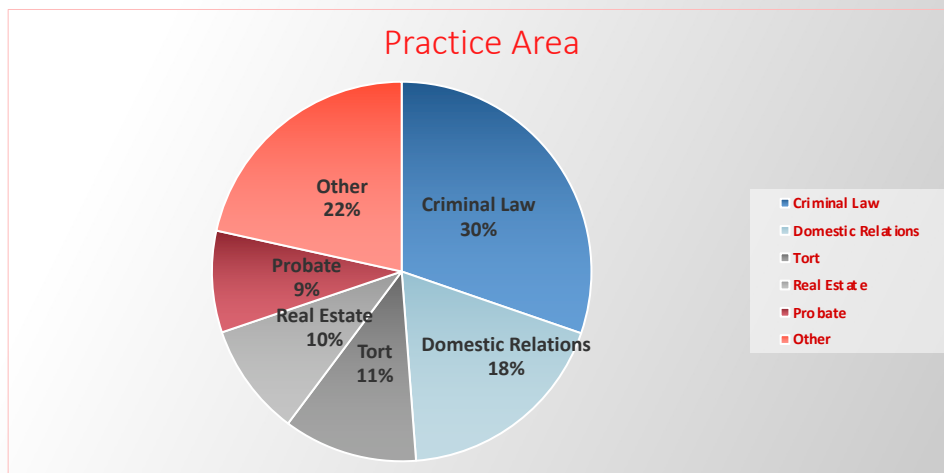


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## 2022 ARDC Statistics – Practice Areas

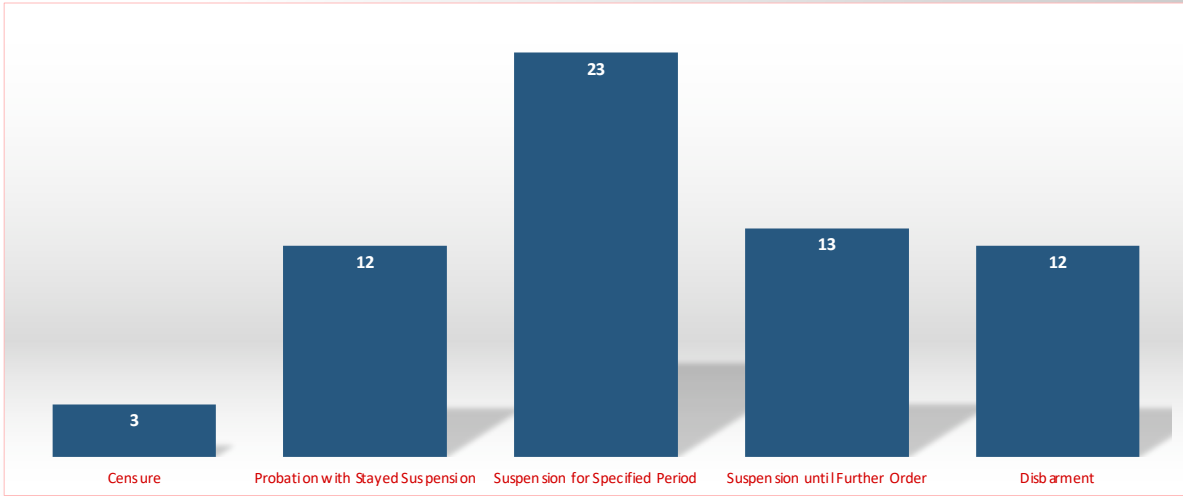


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## 2022 Types of Discipline



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## Takeaway

DON'T	Procrastinate or Overestimate Expertise
SEEK	Advice from Counsel and Insurance
BE	Honest, Conscientious, and Vigilant
Avoid	Avoid Complacency

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# Questions and Discussion

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# Client Screening, Engagement, Disengagement and Non-engagement

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## Garrett Kern

Chief Claims and Risk Management Officer  
ISBA Mutual Insurance Company  
(312) 379-2021  
garrett.kern@isbamutual.com  
isbamutual.com

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# Let's start with a story...

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## Client Evaluation

- ▶ Are you competent to handle this new matter?
- ▶ Does your office have the time and financial resources necessary to handle the new matter?
- ▶ Is this case or matter right for you?

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## Warning Signs of Difficult Clients

- ▶ Seeking advice at the eleventh hour
- ▶ Switching lawyers
- ▶ Undue concern about fees
- ▶ Dissatisfied with previous lawyer's work
- ▶ Difficult to deal with or irrational behavior
- ▶ Proceeding on principle alone
- ▶ Unrealistic expectations about the outcome or time to complete
- ▶ Questionable moral character or financially unstable
- ▶ Start-up ventures

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## Learning to Say “No”

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## Learning to Say “No”



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## Client Screening Dos and Don'ts

### Do

- ▶ Analyze your current workload and staffing limitations.
- ▶ Evaluate whether you have the financial resources to handle the matter.
- ▶ Learn how to say “No.”
- ▶ Make a list of clients who have been problematic in the past and search for common themes, so you can avoid similar clients in the future.

### Don't

- ▶ Take just any matter that comes through the door.
- ▶ Take a matter outside your area of expertise.
- ▶ Take a matter where the client has switched lawyers multiple times.
- ▶ Take on a client who contacts you at the eleventh hour, who has unreasonable expectations or who cannot afford your services.

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# Documenting Engagement

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## Engagement Letters and Fee Agreements

- ▶ The [Illinois Rules of Professional Conduct](#) do not require a lawyer who works on an hourly or fixed fee basis to have a written fee agreement with the client. Rather, the Illinois Rules of Professional Conduct state that the basis or rate of the fee should be “communicated” to the client before, or within a reasonable time after, commencing the representation.
- ▶ Lawyers who work on a contingency fee basis must use written fee agreements.
- ▶ Although in most cases only contingency fee agreements must be in writing, it is best practice (and highly encouraged) to put all lawyer-client agreements in writing.
- ▶ It is crucial to your defense to have an engagement letter in the file as that will be the starting point for your defense against a grievance or a legal malpractice claim.
- ▶ The letter or agreement should clearly state that representation will not begin, and no legal work will be performed until the signed copy is received from the client.
- ▶ You must enforce this rule and postpone the start of any work until the client’s signature has been received.
- ▶ The letters should be calendared for follow-up. If the client has not sent in a signed agreement or engagement letter within a few weeks, another letter should be sent. If there is no response to that letter, the firm should send a [Non-Engagement](#) letter. This practice will eliminate any ambiguities as to whether the representation has begun.

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## Engagement Letters Should Contain

- ▶ A clear identification of who the client is.
- ▶ A detailed description of the legal work to be performed.
- ▶ A description of any critical aspects of the matter for which the lawyer will not be responsible
- ▶ A detailed description of the fee arrangement
- ▶ Other details

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## What Should Be Included in the Description of the Fee arrangement

- ▶ The legal fees to be charged;
- ▶ Who will be responsible for the fees;
- ▶ A concise statement of the expenses for which the client will be responsible;
- ▶ When the client will be expected to pay (i.e., monthly, at the end of the representation, etc.);
- ▶ A description of any referral fee or fee splitting arrangements.
- ▶ How fee disputes will be adjudicated

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**Engagement Letter: Contingent Fee, Short Form**

I, \_\_\_\_\_, [on behalf of \_\_\_\_\_] hereby retain \_\_\_\_\_ to make an investigation of and represent me [on behalf of \_\_\_\_\_], in my [his/her] claim for personal injuries sustained by \_\_\_\_\_ on or about \_\_\_\_\_ at the intersection of \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

I agree to pay \_\_\_\_\_, as compensation for services rendered, a Contingent Fee of \_\_\_\_\_% of the amount finally awarded either by way of settlement, trial or appeal. No settlement of [\_\_\_\_\_] claim may be made without my express authorization. I acknowledge that \_\_\_\_\_ has explained to me the right to engage any attorney(s) of my choice and that I have the choice of alternative fee arrangements for compensating \_\_\_\_\_.

If my case is resolved on a structured basis (a lump sum cash payment plus periodic cash payments), I further agree that the fee payable to \_\_\_\_\_ shall be payable in full on the date of the first cash payment and shall be based upon the then present cash value of the entire structured settlement.

I will also reimburse \_\_\_\_\_ for any out-of-pocket expenses advanced by it for investigation or litigation on my [\_\_\_\_\_] behalf. These expenses include, but are not limited to, filing fees, investigators, expert witness fees, depositions, court costs, travel and other out-of-pocket expenses. Costs exceeding \$100 may be billed directly to me and I agree to promptly and directly pay these costs. I will send notice to \_\_\_\_\_ of all such payments. Otherwise, \_\_\_\_\_ agrees to contact me prior to advancing any cost exceeding \$300.

I agree to pay \_\_\_\_\_ a deposit of \$ \_\_\_\_\_, as a partial advance against anticipated costs and disbursements. \_\_\_\_\_ will send me monthly itemized statements of costs and disbursements, which once the deposit is depleted, I agree to pay within thirty days of the invoice date. I understand that \_\_\_\_\_ reserves the right to charge me interest, not to exceed \_\_\_\_\_% per annum, on any bill outstanding for more than thirty days. This deposit will be refunded to the extent it has not been utilized in this matter.

In the event that a recovery is made by settlement, trial or appeal, the expenses shall be deducted from my share of the recovery after the attorneys' fees have been calculated and deducted from the recovery. I understand that a recovery cannot be guaranteed and that I remain responsible for any out-of-pocket expenses regardless of the outcome.

I understand that in the event that \_\_\_\_\_ concludes at any time that there is not sufficient likelihood of recovery to justify further time and effort, \_\_\_\_\_ shall have the right to withdraw from employment, which shall terminate their right to compensation for professional services, except for any outstanding costs and disbursements.

\_\_\_\_\_ acknowledge that if no recovery has been made upon the final conclusion of my claim, \_\_\_\_\_ will not be entitled to any compensation for professional services rendered, and I will have no obligation beyond reimbursement of costs.

Date: \_\_\_\_\_ Name \_\_\_\_\_

On behalf of \_\_\_\_\_

Date: \_\_\_\_\_ Name \_\_\_\_\_

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# Documenting Non-Engagement and Disengagement

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## Non-Engagement Letters

- ▶ If the firm declines representation, always send a letter to the individual or entity that has been declined.
- ▶ The Non-Engagement letter should clearly state your decision not to represent the declined client.
  - ▶ Never give an opinion as to the viability of a particular case or matter.
  - ▶ Do not specify the statute of limitations date in your letter.
- ▶ This can be accomplished quickly with a form letter you can obtain from your bar association & various online resources

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**Non-Engagement: Letter to Unrepresented Party**

*[Unrepresented Party Name]*  
*[Address]*

RE: *[Identify Matter]*

Dear *[Name]*:

As you know, I represent *[Client Name]* with respect to *[describe matter]*. I understand that you have decided not to seek the advice of legal counsel and will be representing yourself in this matter at this time. Because I do not represent you, I cannot provide you with legal advice and I will be unable to answer any legal questions you may have. I urge you to seek independent legal counsel immediately to protect your interests and represent you on this matter.

Should you obtain legal counsel relative to this matter in the future, I ask that you please have your counsel contact me as soon as possible.

If you do not have a local lawyer, you may want to use the Illinois Lawyer Finder, which can be found at <http://www.isba.org/public/illinoislawyerfinder>.

Sincerely,

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**Non-Engagement: Lost Client**

[Date]

[Name and Address of Client]

Re: [LEGAL MATTER]

Dear [Client]:

We have been pleased to have represented you for the past [TIME FRAME] in [LEGAL MATTER]. We have not heard from you, however, for the past [TIME FRAME]. We have attempted to communicate with you by letter and telephone, but we have not been successful. Our letters [ARE RETURNED], and [OUR TELEPHONE CALLS GO UNANSWERED] [YOUR TELEPHONE HAS BEEN DISCONNECTED].

Because we are unable to communicate with you, we must assume that you no longer wish us to represent you in this matter.

Because your case is pending before the court, we may only withdraw with the court's permission. Enclosed is a copy of the motion we intend to file within [number] days from the date of this letter. We believe the court will grant our request for leave to withdraw. You should begin looking for another attorney immediately so that the transition may be as smooth as possible and to ensure that no time deadlines are missed. Your failure to take some action regarding this matter may result in [your claim being forever barred] [a default judgment being entered against you].

Of course, we will cooperate with the attorney you choose. If your new lawyer wishes to discuss this case with us, we will do so only if you agree to pay us for the additional time and expense involved in such a consultation. We will also turn over our file to your new lawyer if we have a reasonable assurance that you will pay the outstanding fees and costs for the services we have provided through this date. Without such an assurance, the law allows us to assert a retaining lien on your file until you have either paid the fees owed or posted security for payment unless our retention of the documents would cause prejudice to your case.

If you desire that we continue to represent you, we will do so if you contact us immediately upon receipt of this letter. If you do not contact us within [number] days, we will file the motion to

withdraw. I look forward to hearing from you and hope that we can continue representing you in this matter.

[Name of Firm]

By \_\_\_\_\_  
[Name of Attorney]

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# Client Screening, Engagement, Disengagement and Non-engagement

<p>NOTE: This material is intended as only an example, which you may use in developing your own form. It is not considered legal advice and as always, you will need to do your own research to make your own conclusions with regard to the laws and ethical opinions of your jurisdiction. In no event will ISBA Mutual Insurance Company be liable for any direct, indirect, or consequential damages resulting from the use of this material.</p> <p><b>Non-Engagement Letter: Basic</b></p> <p>[Date]</p> <p>[Name and Address of Client]</p> <p>RE: Consultation of [Date of Consult] Certified Mail No. _____ Return Receipt Requested</p> <p>Dear _____:</p> <p>Thank you for your visit today. As we discussed, although I have not investigated the merits of your matter, I do not feel it would be appropriate for [Name of Firm] to represent you in your possible action against [Name of Company] for [legal matter]. In declining to undertake this matter, the firm is not expressing an opinion on whether you will prevail if a complaint is filed.</p> <p>Please be aware that whatever claim, if any, that you have may be barred by the passage of time. Since deadlines may be critical to your case, I recommend that you immediately contact another firm for assistance regarding your matter.</p> <p>Thank you again for your interest in [Name of Firm].</p> <p>[Name of Firm]</p> <p>By _____ [Name of Attorney]</p>	<p>NOTE: This material is intended as only an example, which you may use in developing your own form. It is not considered legal advice and as always, you will need to do your own research to make your own conclusions with regard to the laws and ethical opinions of your jurisdiction. In no event will ISBA Mutual Insurance Company be liable for any direct, indirect, or consequential damages resulting from the use of this material.</p> <p><b>Non-Engagement Letter: Conflict of Interest</b></p> <p>[Date]</p> <p>[Name and Address of Client]</p> <p>RE: Potential Claim Against [_____] Certified Mail No. _____ Return Receipt Requested</p> <p>Dear [Client]:</p> <p>Thank you for your visit yesterday. As we discussed during our meeting, before [Name of Firm] could accept representation of your matter, we must investigate whether this representation will adversely affect existing or former clients' interests or there is some other element that would undermine our ability to adequately represent your interests.</p> <p>After you left our offices yesterday, we performed a formal conflict of interest check and found that our firm does indeed have a conflict of interest involving your intended adversary in this case, [Company that there is a potential claim against]. Unfortunately, this conflict cannot be resolved in a manner that would allow us to represent you in this matter. Consequently, [Law Firm] is formally declining representation of you in your potential action against [Company that there is a potential claim against].</p> <p>Please be aware that whatever claim, if any, that you have may be barred by the passage of time. Since deadlines may be critical to your case, I recommend that you immediately contact another firm for assistance regarding your matter.</p> <p>Although we were not able to assist you in this matter, I hope that you will consider [Law Firm] in the event you require legal services in the future. Thank you again for your consideration.</p> <p>[Name of Firm]</p> <p>By _____ [Name of Attorney]</p>
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<p>NOTE: This material is intended as only an example, which you may use in developing your own form. It is not considered legal advice and as always, you will need to do your own research to make your own conclusions with regard to the laws and ethical opinions of your jurisdiction. In no event will ISBA Mutual Insurance Company be liable for any direct, indirect, or consequential damages resulting from the use of this material.</p> <p><b>Non-Engagement Letter: Conflict of Interest</b></p> <p>VIA REGULAR MAIL, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND VIA ELECTRONIC MAIL</p> <p>[Name] [Address]</p> <p>RE: Declination of Representation</p> <p>Dear [Name]:</p> <p>You contacted our firm [last week] and requested that we represent you in the [describe case/matter]. Although we did not discuss the particulars of your legal matters, our review has revealed that we have a possible conflict of interest. We appreciate the confidence you have expressed in our firm; however, because it does not appear that the ethical rules will permit an engagement under these circumstances, we must decline to represent you. <b>[Enclosed herewith are the documents that you provided to us for review. We have not kept any copies thereof.]</b></p> <p>In declining to accept your matter, the firm is not expressing an opinion as to the merits [or value] of such matter. You should be aware that any advice provided during our consultation were based on a preliminary understanding of the pertinent facts and were not based on a thorough legal analysis.</p> <p><b>[It appears that your legal matter is time-sensitive. This means that the failure to take prompt legal action may result in your legal matter being barred by a time limit.<sup>1</sup> In order</b></p> <p><small><sup>1</sup> If the firm is returning documents to the individual or entity seeking representation, or if the statute of limitations is fast approaching, it is recommended that the firm send the letter by certified mail. Because the certified letter may not be accepted by the intended recipient, it should be sent via regular mail, as well. If the individual or entity seeking representation has an email address, the declination letter should be sent via email as well as via regular mail and, under the aforementioned circumstances, via certified mail. <sup>2</sup> The nonengagement letter should be sent within a reasonable time after the engagement is first sought, especially if the legal matter for which representation is sought involves time-sensitive matters, such as a statute of limitations. <sup>3</sup> Preferably, the proposed client will not have provided any documentation to the lawyer, as documentation should be obtained only after a conflict check has been run and a determination that no conflict exists has been made. <sup>4</sup> As a general rule, lawyers should not specify the exact date on which they believe a statute of limitations period will expire or even the length of the statute of limitations (i.e., one year, two years). This is because lawyers who are declining a case may not have all of the information necessary to establish either the correct date or the statute of limitations that applies to the matter. Case law</small></p>	<p><b>to preserve your rights, I strongly recommend that you contact another lawyer regarding this matter immediately. [Although your legal matter may not be time-sensitive, I recommend that you contact another lawyer promptly should you wish to pursue the matter.]</b></p>
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# Disengagement Letters

- ▶ Clear Identification of Parties
- ▶ Effective Date
- ▶ Scope of Disengagement
  - ▶ Detail the specific legal matters or cases that are concluded or will be discontinued.
  - ▶ Clearly outline any ongoing obligations or responsibilities of the client.
- ▶ Final Billing and Financial Arrangements
- ▶ Future Communication
- ▶ Reinforce Confidentiality and Privacy
- ▶ Acknowledgment of Understanding

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## Disengagement Letter: Sample

Removing yourself from a casematter after having accepted it but before the matter has concluded

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

[Client Name]  
[Client Address]

RE: Withdrawal of Legal Representation  
[State name of Case/Matter]

Dear [Name]:

The purpose of this letter is to inform you that this firm, [name of firm] is terminating its representation of you with respect to **identify matter**.<sup>1</sup> Briefly describe the reason for the termination. If you are withdrawing due to unpaid legal fees, use "Sample Disengagement Letter-Unpaid Fees."

[Include language from one of the four options below]

### Option 1: Matter in litigation where leave to withdraw is required.

In accord with the applicable rules of [identify jurisdiction], we will promptly file a motion for leave to withdraw as your counsel and we will provide you with a copy thereof. We will continue to serve as your counsel until the court grants our motion. In the event that our motion is granted, our lawyer-client relationship will be immediately terminated, and we will cease to provide legal services to you.

Several items remain pending with regard to your casematter. Specifically, [summarize the case status and notify client of any impending deadlines or otherwise time-sensitive matters].<sup>2</sup> You should therefore seek other counsel to represent you on this matter immediately. I will of course cooperate in the smooth transition of your files to another lawyer of your choosing. With this correspondence, we are returning the [personal property, including original records and documents] which you previously provided to us.<sup>3</sup>

### Option 2: Matter in litigation where substitution of lawyer must be filed with court.

In accord with the applicable rules of [identify jurisdiction], we will work with your new counsel to file with the court a substitution of lawyers form that, when approved by the court, will automatically substitute your new lawyers for our firm as counsel of record on your behalf. We will continue to serve as your counsel until the court approves the substitution. In the event that the court approves the substitution, our lawyer-client relationship will be immediately terminated, and we will cease to provide legal services to you.

Several items remain pending with regard to your casematter. Specifically, [summarize the case status and notify client of any impending deadlines or otherwise time-sensitive matters].<sup>2</sup> You should discuss these matters with your new counsel. I will of course cooperate in the smooth transition of your files to your new counsel. With this correspondence, we are returning the [personal property, including original records and documents] which you previously provided to us.

### Option 3: Non-litigation matter where new/successor counsel has been retained by client.

You have informed us that the law firm of [name of firm] will be serving as your successor counsel in connection with the matter identified above. Accordingly, we are terminating our lawyer-client relationship immediately. We will work with your successor counsel to ensure a smooth transition of legal services. Unless you direct otherwise, we will promptly transfer all appropriate files to your successor counsel. With this correspondence, we are returning the [personal property, including original records and documents] which you previously provided to us.

Several items remain pending with regard to your casematter. Specifically, [summarize the case status and notify client of any impending deadlines or otherwise time-sensitive matters].<sup>2</sup> You should discuss these matters with your new counsel.

### Option 4: Non-litigation matter where client has not identified new/successor counsel.

Several items remain pending with regard to your casematter. Specifically, [summarize the case status and notify client of any impending deadlines or otherwise time-sensitive matters].<sup>2</sup> You should therefore seek other counsel to represent you on this matter immediately. I will of course cooperate in the smooth transition of your files to another lawyer of your choosing. With this correspondence, we are returning the [personal property, including original records and documents] which you previously provided to us.

[Additional statement where outstanding fees are owed]

Fees for our legal services are paid through [Month, Day, Year] and unpaid through [Month, Day, Year].<sup>4</sup>

Sincerely,

<sup>1</sup> See Rule 1.16, Rules of Professional Conduct, for ethical guidelines concerning withdrawal from representation and termination of the lawyer-client relationship. Specifically, when withdrawing from representation, you must take reasonable steps to avoid foreseeable prejudice to the rights of the client, including the following:

- a. giving due notice to the client in writing;

b. allowing time for engagement of other counsel;

c. allowing the client reasonable time to retain new counsel, and

d. returning promptly any part of the fee that was paid in advance, but which has not been earned.

<sup>2</sup> If you are withdrawing from a pending matter, it is suggested that you provide the client with as much notice as possible before the matter is resolved.

<sup>3</sup> It is recommended that you provide the client with a summary of the status of matter, including any remaining deadlines or outstanding financial matters. However, it is recommended to do so in a separate document and not to include it in this letter.

<sup>4</sup> If you are settling a matter that was the client's fee, it may be appropriate to state the balance, however, avoid the fee.

<sup>5</sup> If you are settling a matter that was the client's fee, it may be appropriate to state the balance, however, avoid the fee.

<sup>6</sup> It is suggested that you provide a bill of your fees. If you are sending any confidential files, state that in your letter. If you intend to return information, you are suggesting the following language:

"Please be advised that in respect of the confidential records to be sent and only, we have the right to inspect copies of your property and to produce a complete list of all records for which you have provided copies to us and to identify, separate, inspect, prepare, and deliver or provide, those records to us as we see fit."

# Client Screening, Engagement, Disengagement and Non-engagement

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### Disengagement Letter: Termination of Representation – Case Closed

[Date]

[Name and Address of Client]

RE: Termination of Representation  
FILE: [FILE NUMBER]

Dear [Client's Name]:

We are pleased to have had the opportunity to represent you in connection with your [LEGAL MATTER]. The case is now concluded. Since we have completed our legal work, we are closing our file and removing it from our active files list.

Enclosed are the documents from your file, which are being returned to you. We are in possession of no other funds or property belonging to you. We suggest that you keep all of the contents of your personal file in a safe place where you can easily find them. We periodically clean out and destroy our closed files. Unless we hear from you to the contrary in writing, our file regarding this will be destroyed on our regular schedule.

There is some follow up required in this matter, specifically [SUMMARIZE DETAILS] (e.g., filing of continuation statements within five years of the date of the original financing statements were filed; changing beneficiaries on the life insurance policies, discharging the liens in bankruptcy, etc.). Our firm will not be doing those tasks, and you will need to take the further action, as appropriate.

Again, it was our pleasure representing you. Thank you for your confidence in us. Please contact us if we can be of service to you in the future.

Sincerely,  
[ATTORNEY SIGNATURE]  
[NAME OF ATTORNEY]  
[FIRM NAME]

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### Disengagement Letter: Unpaid Fees

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

[Date]

[Client Name]  
[Client Address]

RE: Withdrawal of Legal Representation  
[State name of Case/Matter]

Dear [Name]:

During the past [ ]\_years/months], it has been our pleasure to serve you as counsel in [case/matter]. In the course of that representation, you have paid us [dollar amount currently paid] in legal fees and expenses. Unfortunately, contrary to our Engagement Agreement, you have not paid our statements in a timely manner for the past few months.

At this time, the outstanding and overdue fees and expenses total approximately [dollar amount currently owing]. Our firm desires to continue our relationship but does not have the ability to finance your case. Moreover, you expressly agreed that the hourly fees and expenses in this matter would be kept current.

We have continued to represent you for the past [time], even though each month the outstanding fees and expenses increased. We did so because we value our relationship with you and would like to continue representing you.

At this point, in our opinion, the trial court will permit us to withdraw. There is still sufficient time for you to retain other counsel without jeopardizing your case or adversely affecting the court's calendar. However, if we wait several more months, it is possible that one of these conditions for withdrawal may not exist.

Your new counsel may wish to discuss this case with us. That would be to your advantage both substantively and economically. We are willing to do so as long as satisfactory arrangements are made to compensate us for the additional time and expense which will be incurred. In addition, it will be necessary to agree on a plan to gradually reduce the outstanding fees and expenses. We also have certain work product which has been generated during the past [time]. We are willing to share it with your new counsel to the extent our legal obligations require us to do so in the absence of full payment of our fees and expenses.

I enclose a petition for leave to withdraw which will be filed with the court ten days from your receipt of this letter. In the meantime, if you wish us to continue representing you, we would be pleased to do so if satisfactory arrangements are made to take care of the outstanding and

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### Billing: Sample Billing Statement Letter

[Law Firm Letterhead]

[Date]

[Client Name]  
[Address]  
[City, State, Zip]

**Legal Services Rendered:**

February 2, 2024  
Initial office consultation with client. Discussed fact situation and relative merits of complaint. Agreed to and signed representation agreement. NO CHARGE.

February 3, 2024  
→ Drafted Notice of Acceleration. (5 hour)

February 16, 2024  
→ Arranged for title search to determine any additional parties in interest. (25 hour)

February 17, 2024  
→ Drafted foreclosure Complaint and Notice of Lis Pendens. (1.0 hour)

February 26, 2024  
Telephone conference with defendant's attorney re possibility of agreeing to conditional judgment for purposes of allowing additional time for refinancing. (5 hour)

<b>Total fee for legal services</b>	<b>\$270.00</b>
<b>Costs Incurred</b>	
February 16, 2024 → Title search w/AAA Corporate Services	\$100.00
February 18, 2024 → Filing fee – Complaint	\$150.00
→ Service of Process	\$75.00
<b>Total costs incurred</b>	<b>\$325.00</b>
<b>BALANCE IN TRUST ACCOUNT as of February 1, 2024</b>	<b>\$1,500.00</b>
<b>TOTAL SERVICES AND COSTS for February, 2024</b>	<b>\$595.00</b>
<b>DRAWN FROM TRUST ACCOUNT on February 27, 2024</b>	<b>\$595.00</b>
<b>CURRENT BALANCE IN TRUST ACCOUNT</b>	<b>\$905.00</b>
<b>AMOUNT DUE THIS STATEMENT</b>	<b>\$0.00</b>

Please contact this office immediately if you have any questions. Thank you!

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### Billing: 30-Day Follow-up

[Date]

[Client Name]  
[Address]  
[City, State, Zip]

Dear [Client Name]:

In reviewing our accounts receivables, I noticed that we have not received payment in the amount of \$\_\_\_\_\_ for invoice #\_\_\_\_\_, dated \_\_\_\_\_.

I am sure this is just an oversight on your part. If, however, you have a problem with the service we have provided, please contact me immediately so we can discuss the matter.

If I do not hear from you, I will assume that you have no difficulty with the service or with paying the invoice and will look for payment by [date].

Sincerely yours,  
[Lawyer's Name]  
[Firm Name]

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## Non-Engagement and Disengagement Letters

- ▶ A comprehensive non-engagement letter prevents any misunderstandings or assumptions about representation status.
- ▶ Likewise, a disengagement letter is essential for formalizing the conclusion of the attorney-client relationship.
- ▶ Both ensure clarity, protect both parties' interests, and mitigate potential misunderstandings or disputes.
- ▶ Adhering to these requirements promotes professionalism, ethical conduct, and client satisfaction.

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## Final Takeaways...

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## Engagement Letter Dos and Don'ts

### Do

- ▶ If the firm declines representation, always send a letter to the individual or entity that has been declined.
- ▶ Clearly state that representation will not begin and no legal work will be performed until the signed copy is received from the client.
- ▶ Calendar engagement letters and fees for follow-up. If there is no response to the letter, send a Non-Engagement letter.

### Don't

- ▶ Specify the statutes of limitations date in your Non-Engagement letters.
- ▶ Accept a matter without memorializing the scope of the engagement and the fee.
- ▶ Proceed with the matter until you have clarity as to who your client will be and who will be responsible for paying the fees.
- ▶ Predict or guarantee any outcome.

## How Can ISBA Mutual Help You?

- ▶ What Resources Do You Need?
- ▶ What Will Propel Your Business Forward?
- ▶ What Will Give You More Time to Serve Your Clients?
- ▶ What Will Allow You to be the Businessowner You Are?
- ▶ What Will Help You Sleep At Night?



# Garrett Kern

Chief Claims and Risk Management Officer  
ISBA Mutual Insurance Company  
(312) 379-2021  
garrett.kern@isbamutual.com  
isbamutual.com





# Ethical and Business Considerations in Choosing IT Services

*Strategically Navigating Technology  
Partnerships for Legal Professionals*

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00:01



## Brief Background Mat Kresz *Esq.*

- ▶ Mat Kresz is a technology attorney in Chicago. His practice includes a focus on data privacy, cybersecurity, and technology transaction and litigations matters.
- ▶ Prior to law school, Mat served as a business leader and Chief Information Officer (CIO) at a mid-size enterprise that served Fortune 500 clients.
- ▶ Through the business and technology experience he gained in those roles, Mat is equipped to identify opportunities, solve problems, and mitigate risk with business requirements in mind.

**Mat Kresz**  
*Attorney at Law*  
312-967-5900 (Office)  
312-986-9600 (Cell)  
MBK@KreszLaw.com

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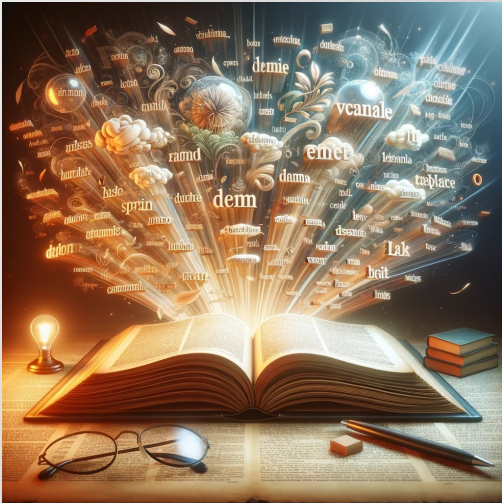
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# Today's Agenda

- 1. Legal Ethics at the Intersection of the Practice of Law & IT Operations
- 2. Role of IT Vendors
- 3. Vendor Selection Process
- 4. Managing the IT Vendor Relationship
- 5. When to Reconsider your IT Vendor

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# Definitions



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## Definitions

- ▶ **Break-Fix Services** or Break-Fix Service Provider  
IT services are provided on-demand to fix something that broke, generally on a time-and-materials basis.
- ▶ **MSP** or Managed Services
  - ▶ A Managed Service Provider provides "managed IT services" on an on-going basis. The customer usually pays a fixed monthly fee that is based on the number of users and the services that are provided by the MSP.
  - ▶ MSPs commonly provide such services as: patch management, network monitoring, data backup and recovery, and Help Desk support.
  - ▶ MSPs often re-sell and support third-party products and services such as Microsoft 365 licensing, EDR software, backup and recovery solutions, cloud storage services, and telephony services.
- ▶ **Patch Management**  
The process of applying software updates (patches) to information systems to correct security vulnerabilities and improve functionality. (Ex.: Updates of Windows, MacOS, Microsoft Office, Firewall Firmware, Printer Firmware.)
- ▶ **Network Monitoring**  
Continuous observation of network components such as routers, switches, firewalls, and servers for issues including service degradation or failure.
- ▶ **End-Point** as in, **End-Point Security**  
Any device that connects to a network that communicates with other network devices. This includes computers (desktops, laptops), mobile devices (smartphones, tablets), servers, and other smart devices (IoT devices).
- ▶ **EDR**  
Endpoint Detection and Response. EDR is a cybersecurity technology that monitors endpoints for threats and suspicious activities to uncover advanced attacks.
- ▶ **Anti-Virus** or **Anti-Malware**  
Software that identifies a virus or malignant software application based on its apparent characteristics, such as for example its file name or its hash, when those characteristics are matched with the Anti-Virus product's "definition" file, without particular regard for its behavior.
- ▶ **SLA** v. **SLO**  
**Service Level Agreement.** An agreed level for service performance.  
**Service Level Objective.** An aspirational target for service performance.
- ▶ **EOL**  
End of Life. Tech (hardware or software) that is no longer supported.

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## Definitions

- ▶ **Customer Lock-In** or **Vendor Reliance**  
Circumstances that can make it difficult for a customer to change its IT service provider.
- ▶ **Consultant**  
A specialist that provides IT services in a niche area. For example, a Cybersecurity Consultant helps clients analyze security risks, develop strategies to mitigate threats, and implement security solutions.
- ▶ **Maturity** as in, **Cybersecurity Maturity**
  - ▶ The extent to which an organization has developed and implemented comprehensive cybersecurity protocols and practices, including the depth and sophistication of those practices to protect against cyber threats.
  - ▶ A mature cybersecurity posture includes well-established policies, advanced risk management strategies, ongoing employee training, robust incident response plans, and a culture of security awareness. It also implies
  - ▶ Continuous improvement and adaptation to new threats in line with industry standards and regulations is implied.
- ▶ **Business Continuity**  
The planning that is undertaken by an organization and the processes that are put in place to help ensure that the organization can maintain essential operations and continue to protect assets during a significant disruption.
- ▶ **Disaster Recovery**  
The specific plans and technologies an organization uses to recover its IT operations, data, and systems after a disaster or significant disruption.
- ▶ **VAR**  
Value Added Reseller. A firm that sells a certain system or solution that also has the expertise to customize it and implement it. VARs often have close relationships with the manufacturers / publishers of the solutions they sell.
- ▶ **SOC**  
Security Operations Center. A centralized unit that continuously monitors and analyzes an organization's security posture on an ongoing basis. The SOC team is responsible for detecting, analyzing, and responding to cybersecurity incidents. The SOC is equipped with sophisticated tools for incident detection and response, such as SIEM (Security Information and Event Management) systems, intrusion detection systems (IDS), and other advanced threat detection technologies.

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## Legal Ethics at the Intersection of the Practice of Law & IT Operations



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## Nexus Between Ethics & IT Vendors

### ▶ ABA Formal Opinion 477R

#### *Securing Communications of Protected Client Information*

- ▶ A lawyer must make reasonable efforts to prevent unauthorized access to or inadvertent disclosure of client information.
- ▶ Attorneys must understand and mitigate the risks associated with electronic communication and data storage.
- ▶ "Reasonable efforts" require a fact-based analysis, considering factors such as the sensitivity of information, potential impact of disclosure, and cost and difficulty of implementing security measures.
- ▶ The specific actions required to protect client information may depend on the nature of the information and the form of technology used.

#### Prevent Unauthorized Access or Inadvertent Disclosure

- What will the IT vendor be able to access in the course of their engagement with me and my firm?
- IT Vendor should have mature security practices.
- Can the IT vendor assist me with securing client data?

#### Understand & Mitigate the Risks

- IT Vendor should educate me on the risks associated with electronic communication and my specific data storage systems.
- IT vendor should be able to recommend ways to mitigate those risks, or reduce the likelihood of their occurrence.

#### Reasonable Efforts

- IT Vendor should be a partner to my firm, bringing experience and expertise regarding what security measures may be available to me, and advising on the degree of difficulty and the cost to implement those security measures.

#### Specific Action

- IT Vendor should understand the technology I use and be able to recommend specific actions I should take to protect client information.

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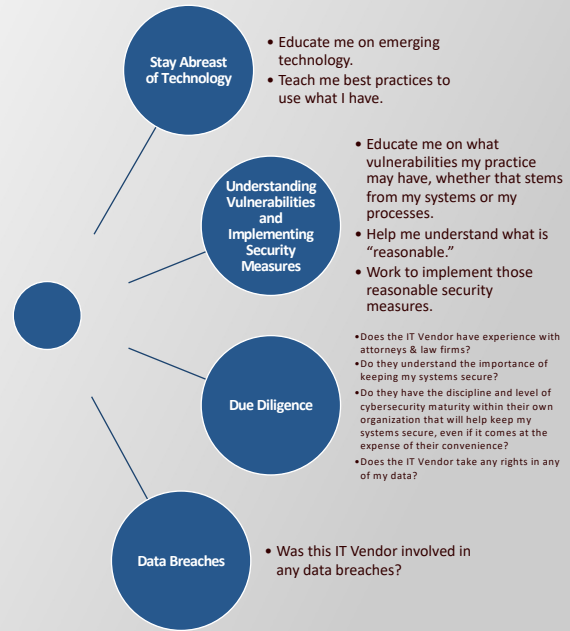
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# Nexus Between Ethics & IT Vendors

## ▶ ABA Formal Opinion 498

*Virtual Practice*

- ▶ **Competence in Technology Use**  
Attorneys should stay abreast of the technology they use, and understand the tools and platforms used for communication, document storage, and client interactions.
- ▶ **Safeguarding Confidential Information**  
The duty to protect client information from unauthorized access or inadvertent disclosure involves understanding the vulnerabilities associated with electronic communication and data storage, and implementing reasonable security measures.
- ▶ **Vendor Selection and Supervision**  
Attorneys must conduct due diligence to ensure that the vendors' policies and practices comply with ethical standards, particularly regarding confidentiality and security. Lawyers must ensure that contracts or terms of service with vendors do not compromise their ethical obligations to clients.
- ▶ **Notification in Case of a Data Breach**  
Should a data breach occur, attorneys have an ethical obligation to notify clients whose confidential information may have been exposed or compromised.



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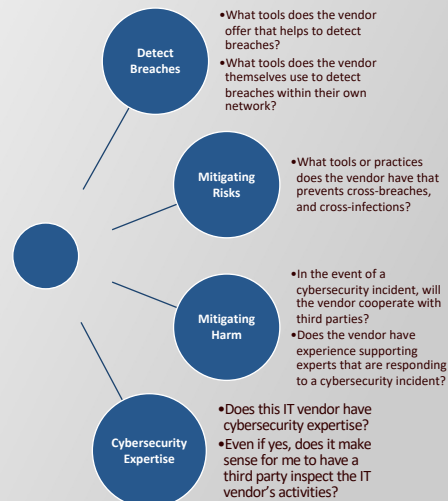
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# Nexus Between Ethics & IT Vendors

## ▶ ABA Formal Opinion 483

*Lawyer's Obligations after Electronic Data Breach or Cyber Attack*

- ▶ In addition to the preventative measures outlined in previous opinions, attorneys have a duty to act competently in detecting breaches, notifying affected clients, and taking steps to mitigate harm.
- ▶ Compliance with ethical responsibilities may require seeking technical advice from cybersecurity experts.
  - ▶ Duty of Competence  
*Model Rule 1.1*
  - ▶ Duty of Confidentiality  
*Model Rule 1.6*
  - ▶ Supervisory Obligations  
*Model Rules 5.1 and 5.3*



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## The Role of IT Vendors



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## Role of IT Vendors

- ▶ The role of any IT vendor is to support your business operations.
  - ▶ Fix issues (Break-Fix)
  - ▶ Preventative Maintenance (MSP)
  - ▶ Significant Changes (Projects)
  - ▶ Solve Specific Challenges (Consultant)
  - ▶ Advise on Emerging Technologies
  - ▶ Best Practice Use of Current Technology
- ▶ In most cases, IT vendors will have access to your client data.

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## The Vendor Selection Process



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## Vendor Selection Process

1. Define Requirements
2. Request & Evaluate Proposals
3. Conduct Due Diligence
4. Make a Selection
5. Onboarding

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## Vendor Selection Process

### 1. Define Your Requirements

- ▶ Assess your specific needs.
  - ▶ Break-Fix Support? MSP Services? Project Execution? Consulting?
  - ▶ In the simplest terms, what do you want to achieve?
  
- ▶ Capture your requirements.
  - ▶ Narrative format is OK.
  - ▶ Allows you to compare “apples to apples.”

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## Vendor Selection Process

### 2. Request & Evaluate Proposals

- ▶ **Identify Firms** that render the services you need through research, peer recommendations, publications, and professional networks.
- ▶ **Pre-Screen Vendors** based on their service offering & experience.
- ▶ **Draft an RFP** that captures your requirements and your expectations regarding data security, confidentiality, and ethical compliance.
- ▶ **Solicit Proposals** and engage in the vendor's discovery process to help refine your needs and expectations. This is an opportunity for you to inquire about the vendor, too.
- ▶ **Engage In Discovery** to help the vendor understand what you may need.  
Note: Discovery goes both ways. The vendor will want to understand your needs, and you will want to understand their capabilities and their practices.
- ▶ **Evaluate Proposals** asking yourself: did the vendor meet my requirements?  
Do they appear to have the discipline, procedures, processes, and tools to safeguard my clients' data?  
Do I understand the fee structure?

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## Vendor Selection Process

### 3. Due Diligence & Vendor Interview

- ▶ Background / Reference Checks
  - ▶ What references can they provide?
  - ▶ Prior involvement in cybersecurity incidents?
  - ▶ Technicians that will be involved day-to-day?
  - ▶ Company's longevity and history?
- ▶ Experience
  - ▶ Does the vendor have experience working with attorneys & law firms?
  - ▶ Are they familiar with an attorneys' obligations?
  - ▶ What clients are not a good fit?
- ▶ Similar Projects
  - ▶ Case studies of similar projects?
- ▶ Degree of Cybersecurity Maturity
  - ▶ How are client systems accessed?
  - ▶ How are client-access credentials protected?
  - ▶ What safeguards are in place to prevent cyber incidents?
  - ▶ What safeguards are in place to prevent cross-infections?
- ▶ Degree of Knowledge
  - ▶ How do technicians stay abreast of new technologies?
  - ▶ How do technicians stay abreast of best practices?

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## Vendor Selection Process

### 4. Selection

- ▶ Review the Proposed Service Agreement
  - ▶ Is the agreement clear? Or are amendments advisable?
  - ▶ Is pricing clear? What's extra? What's included?
  - ▶ What SLAs and SLOs are promised?
  - ▶ Do Data Security & Confidentiality clauses meet with professional responsibilities?
- ▶ Negotiate Carefully
  - ▶ Will unbundling save money? Is it an option?
  - ▶ Can the provider really deliver what you need? Or do you sense a gap too big to bridge?
- ▶ Make Your Selection
  - ▶ Inform your chosen vendor, and begin onboarding.
  - ▶ Notify the other vendors that were not selected.

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## Vendor Selection Process

### 4. Onboarding

- ▶ Vendor Requirements
  - ▶ What does the vendor require from you?
- ▶ Downtime
  - ▶ Will any systems be down during the transition or start of the project?
- ▶ Schedule
  - ▶ When will the engagement begin?
  - ▶ When will the onboarding be complete?

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## Managing the IT Vendor Relationship



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## Trust, but Verify

- ▶ Periodically verify that the vendor is providing the services you purchased.
- ▶ Verify that the vendor stores any client access credentials securely.
- ▶ Verify that the vendor accesses your systems in a secure fashion.

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## Relationship Management

- ▶ Quarterly Meetings or reports
  - ▶ KPIs (Key Performance Indicators) on SLAs
  - ▶ Work Performed
  - ▶ Objectives Achieved
  - ▶ Cybersecurity Instances detected on your domain, as well as theirs.
  - ▶ Opportunities in technology updates, upgrades, education communication.
  - ▶ Forecast discussing End of Life systems, expanded needs, expanded capabilities, emerging technologies.

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## When to Reconsider your IT Vendor



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## When to Reconsider Your IT Vendor

1. You can't get straight answers or explanations, you're kept in the dark, and you're bamboozled by technical jargon that you don't understand.
2. You don't know what your service provider is actually doing for you.
  - ▶ Note: Do not confuse lack of service issues with lack of services. There were service failures, and the service provider did not explain why, or provide a service remediation plan.
3. Your firm outgrew your service provider, or your service provider outgrew your firm.
4. It's just not working.

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## Switching Service Providers

1. Understand what your current vendor can access.
2. Determine if the offboarding is partial or complete.
3. If you are moving to a new vendor, have a clear understanding of their timeline, plan, and requirements.
4. See the transition through.

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## Questions?

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