



## **UNIVERSITY OF MISSOURI GUIDELINES FOR OUTSIDE COUNSEL**

### **INTRODUCTION**

We appreciate your willingness to assist us in representing the University of Missouri, the state's land-grant, public research and doctoral level institution. You have been asked to do so because of your demonstrated professionalism and expertise.

These guidelines are intended to summarize certain basic principles concerning the retention of outside counsel by the University System's Office of General Counsel ("OGC") and to give structure and predictability to our relationship. Our goal is to provide quality legal representation in a cost-effective manner. As a public institution we must expend resources efficiently and we look forward to working with you as our partners to achieve this goal while together we provide best-in-class legal services.

### **THE RELATIONSHIP**

In order to assist you in representing the University, one of the attorneys from our office has been (or will be) assigned to supervise the representation and to act as your in-house liaison. This attorney will be your principal contact with the University and its employees. The supervising attorney will facilitate client contacts, approve your budget(s) (if requested), participate in drafting and review of significant documents and court filings, assist with discovery, attend meetings, depositions and trial where appropriate and review your invoices. We expect that your contact with the supervising attorney will be such that we will have no surprises as to strategies, outcomes, or fees and expenses.

All matters between outside counsel and the University shall be handled through the OGC. Outside counsel shall not accept retention or assignments from other University employees or representatives without the approval of the OGC. This does not apply to workers' compensation related matters or subrogation cases referred by Risk and Insurance and Management (RIM).

If you have been hired to assist us in litigation, we anticipate at least the following meetings with your supervising attorney:

- Initial meeting with supervising attorney from our office
- Initial case evaluation
- Proposed budget, if requested
- Pre-mediation meeting and mediation
- Pre-trial meeting
- Post-trial meeting

Additionally, the supervising attorney should be provided for review, in advance, significant documents such as dispositive motions and mediation statements. The supervising attorney will assist you in complying with discovery obligations, including e-discovery, so as to ethically and efficiently meet the University's obligations in this regard. Legal research memoranda, major motions and similar documents may already exist in our office's document bank. Please consult with the supervising attorney before undertaking any significant fact or legal research.

## COMMUNICATION

Absent other arrangements, in each matter the supervising attorney should routinely receive copies (electronic format preferred) of:

- All substantive pleadings
- Copies of legal research or factual investigative memos
- Summaries of written discovery responses, including medical records, which address how the information may affect previous assessments of liability and damages
- Risk and Insurance Management may also request information or other reports.

## POTENTIAL CONFLICTS OF INTEREST

We expect our outside counsel to be vigilant in identifying and avoiding conflicts of interest, or the appearance of such conflicts. Outside counsel must discuss any existing or potential conflict with the supervising attorney at the outset of the representation or as soon as the conflict or potential conflict becomes apparent. All potential or actual conflicts must be resolved to the satisfaction of the General Counsel before the representation may begin or continue. Should the University elect to waive the conflict, it will do so in writing. Any such waivers will be granted on a case-by-case basis. In no case will the University agree in advance to a blanket waiver of unknown future conflicts involving the assertion of a claim or charge against the University.

## BUDGETS

**General.** We ask that we be presented with no surprises with respect to the cost and expense of legal work on behalf of the University. When requested by the OGC or RIM, counsel should present anticipated budgets and strategies for discussion at an early stage of the representation and on a regular basis thereafter.

**The Initial Budget.** An initial budget estimate may be requested early in the engagement.

**Format.** All budgets must contain the scope of work, broken out by tasks, with the estimated fees and expenses allocated to each task, and the names of attorneys and paralegals with their proposed billing rates for each task, if possible. ABA task codes may be used but are not required.

**Revisions.** Revisions to budgets should be done as soon as possible and before exceeding an existing budget.

**Proposed Rates.** As a publicly funded university, we expect you will give the University discounts from your normal billing rates that you and your firm give to any other similar client (e.g., a university, school district or not-for-profit organization). Rates may not be increased without written pre-approval of the supervising attorney.

**Non-Attorney Expenses.** Experts should be approved in advance and requests for the use of an expert should include a budget for the work. If you anticipate computerized research for which you expect the University to pay, this must be approved by the University and included in any budget you present.

**Alternative Fee Arrangements.** We are open to proposals for alternative fee arrangements such as consultation retainers, pricing by subject matter or task, and welcome such proposals.

## STAFFING

**Number.** In general, your work on University matters should be staffed with the minimum number of attorneys consistent with high quality legal services. Generally, no more than one partner and one associate should be assigned to a matter without the permission of this Office.

Staffing of meetings, depositions, mediations and arguments should be as efficient as possible. Only one person from the firm should attend unless more are required to accomplish the purpose and the firm has obtained prior approval from the supervising attorney.

**Level.** All matters should be handled at the most cost-effective level (partner, associate, paralegal, clerk or secretary) consistent with high quality legal services. Partner time should be billed only for partner-level work, e.g. sophisticated legal work requiring partner-level experience and expertise; associate time only for associate-level work; and paralegal time for non-clerical work. Generally, cases/matters should be assigned to an attorney that has the lowest billing rate, while still possessing the requisite experience and expertise to handle the matter with a high degree of quality. Bills should indicate the person doing the work and detail the work sufficiently so that it is clear that the level of work is appropriate to the person performing it.

**Continuity.** The initial meeting between you and the supervising OGC attorney should identify who will be working on the matter and the role each is expected to play. Generally, lawyers initially assigned to a case/matter should remain assigned to it, absent extenuating circumstances. If staffing changes, it should be first approved by the supervising attorney. Similarly, lawyers should not be assigned to a case/matter on a “spot” or one-time basis, absent extenuating circumstances and approval from the supervising attorney. The University should not be charged for transition or learning time for such staffing changes.

**Work by OGC.** Outside counsel should consider what tasks can/should be handled by inside counsel and offer inside counsel the opportunity to perform them.

## **BILLING**

**General.** We expect your invoices to show the same high quality and care you take with your legal work. Fees and expenses should be reviewed by the appropriate firm attorney before the bill is submitted to the University. Fees and expenses, or portions thereof, that are not necessary for the task or are inconsistent with these guidelines should be deleted or modified before they are submitted to the University. Your invoices and the fees and costs you submit should be such that you would be satisfied if you were the one billed for them and such that you will not be concerned if they are audited or publicly disclosed.

**Fees.** The hourly rates to be charged by attorneys, paralegals and other professionals should be stated at the outset of the representation, agreed to by the supervising attorney and included in any budget or budget revision. As a public university, we expect you will charge the University no more than the most favorable hourly rate that you and other members of your firm provide to any other similar client. We will not accept any hourly rate increases higher than 3%, nor will we approve increases for any firm hired within the last 24 months, or who has had a rate increase in the last 24 months. Any increases to the hourly rates must be agreed to in writing by the supervising OGC attorney and/or the General Counsel in advance of time being billed at the new rates.

**University Billing Procedure.** In order to ensure effective cooperation with Outside Counsel, the University of Missouri uses and expects Outside Counsel to use Thomson Reuter's Legal Tracker system ("Legal Tracker") for billing purposes. The LEDES billing format is strongly preferred. Detailed information regarding how to post an invoice is available on the Thomson Reuters website at: <https://legaltracker.answerbase.com/Topic/Invoicing/388247>. The University reserves the right to change products or vendors during the pendency of an engagement with outside counsel.

**Invoice Information.** Each matter for which you or your firm is engaged should be invoiced separately and clearly identified. This is imperative in order to process your invoices in a timely manner. All bills should contain at least the following information on fees:

- The date the task was performed
- The name of the person performing the task
- A brief but detailed and specific description of each individual task
- The time devoted to each task recorded in one-tenth of an hour increments
- The cost of each task

Descriptions of tasks should be sufficiently detailed so that OGC can readily understand what was done and why it took the amount of time charged for it without further reference to other items or descriptions. General or cryptic descriptions of tasks will not be paid without further explanation. Impermissible descriptions include "review file"; "review correspondence"; "interoffice conference"; "draft pleadings"; "draft discovery"; "phone call with" an individual; etc.

**Block Billing.** There should be no summary or combined billings for the day. Each task should be set out separately with an amount of time associated with it. Block-billed time records that lump together several tasks with a single total for the time spent to perform those tasks are not acceptable and will be returned to the law firm when clarification is needed.

**Legal Research.** Legal research time should be billed separately, with each topic researched identified, the time spent researching that topic.

**Summary Information.** Bills should contain a summary for the period covered by the bill of time and charges for each person billing and indicating the amount of the budget and the total fees and expenses invoiced to date.

**Prohibited Fees.** Unless approved by the supervising attorney, fees for the following time will not be permitted:

- Preparation of budgets, invoices or responses to billing questions
- Clerical (as opposed to attorney or paralegal) work performed by attorneys or paralegals
- Training or educating of personnel
- Administrative time
- Basic research on matters presumed to be within the firm's expertise, e.g. local rules
- Unnecessary internal conferences about a University matter
- Communications with OGC counsel or staff for scheduling purposes
- Miscellaneous charges

**Expenses.** In general, bills should contain an itemization of disbursements and costs, including the date incurred and at whose request each disbursement was made. Unless otherwise specifically addressed by these guidelines or pre-approved in writing by the supervising attorney, an expense is to be billed at the firm's actual out-of-pocket cost. Out-of-pocket expenses for amounts larger than seventy-five dollars (\$75.00) must be accompanied by receipts.

**Travel Related Expenses.** Expenses for lodging, meals and transportation are to be at reasonable rates. The University will not reimburse the cost of air travel other than coach and expects that travel arrangements will take advantage of any cost-effective discounts or special rates, including planning ahead to get lower fares. Out of town mileage will be reimbursed at the current rate applicable to University personnel

[https://www.umsystem.edu/ums/policies/finance/allowable\\_travel\\_expenses](https://www.umsystem.edu/ums/policies/finance/allowable_travel_expenses)

**Prohibited Expenses.** Unless approved by the supervising attorney, the following charges will not be permitted:

- Secretarial, word-processing, proofreading, or other clerical services
- Photocopy expenses at more than actual cost or 10 cents a page, whichever is less, (unless specifically authorized)
- Internal computer time
- Lexis, Westlaw, or other computerized research unless approved in advance by the University
- Costs associated with the maintenance of offices
- Local telephones expenses
- Local travel
- Local outgoing or any incoming faxes

- Other overhead or capital expenses
- Unidentified or “Miscellaneous” charges
- Meals unless related to out-of-town travel
- Messenger invoices
- Postage
- Fax charges
- Entertainment or personal expenses

**Frequency.** Bills must be sent no less frequently than quarterly unless some other billing frequency is agreed to by the supervising attorney.

## **RESEARCH**

The results of all research must be forwarded to OGC for potential future use.

## **COMPLIANCE**

Unless these guidelines have been followed, the University may withhold or refuse to pay all or portions of noncompliant bills.

## **ENGAGEMENT LETTERS**

We recognize that you or your firm may have a standard form engagement (or retention) letter. The letter may contain terms and conditions beyond those mentioned in this document. We are open to considering those additional terms. To the extent the terms of your letter conflict with the terms of this document, the terms of this document shall prevail and your letter will need to agree to this.

## **CERTAIN PRACTICE AREAS**

We may implement supplemental guidelines in certain areas, such as patent prosecution, that address issues not specifically covered herein. You will be provided with a copy of these supplemental guidelines as part of the engagement process. To the extent the terms of any engagement letter conflict with those supplemental guidelines, the terms of the supplemental guidelines shall prevail and your engagement letter will need to agree to this.

## **REQUIRED PROVISION**

If the contractual arrangement between you and the University for legal services has a total potential value of \$100,000 or more, and your firm is a company with ten (10) or more employees, you certify that the firm, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of the engagement. In this Paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes. This provision shall be deemed to be incorporated as part of the contractual arrangement between your firm and the University.

## **CONCLUSION**

We look forward to working with you. We hope you find these guidelines helpful and welcome any suggestions as to how they may be improved. If you believe one or more of the guidelines should be modified in light of your particular facts and circumstances, please give us a call. We will confirm the approval of any modifications in writing.

Thank you for your service to the University of Missouri.

THE UNIVERSITY OF MISSOURI  
OFFICE OF GENERAL COUNSEL