



## Getting Started: Buying New or Replacement Software for Time & Billing or Practice Management

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Technology purchases and implementations make lawyers particularly anxious. Confusing acronyms abound, technical savvy is usually limited, and fear of making a mistake which will result in criticism from colleagues all contribute to decision paralysis. I find that poor needs assessment and insufficient due diligence often lead firms to bad —often highly regrettable or even damaging— decisions.

Due to the cost investment involved in conversion, training, additional disruption, learning curve and so forth, most firms wind up living with bad decisions for many years, often limping along using only a small subset of available features. Consequently, return on investment (ROI) is usually far below expectations.

Typically, lawyers in charge of this type of project will overcompensate in the areas they know best; agonizing over and trying to customize every word in contracts, for example, or trying to renegotiate pricing by causing vendors to successively satisfy multiple stakeholders individually, each seeking to eke out an additional economic incentive. What the firm realizes after all this is, with minimal remaining profit margin, the vendor is left with no alternative but to skimp on implementation and training services.

### ANALYZE NEEDS

The first step for this type of project is for the firm to do a thorough needs assessment. If the firm isn't sure how to do this properly, a consultant should be engaged to assist. This step is too important to success. Here are the things the firm needs to find out:

- What information is the firm already depending on that is essential to strategic planning or determining compensation decisions? Two goals emerge. Information that is being manually assembled each month must have all of the individual data totals available from any

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replacement system. Ideally in a report format that eliminates the manual effort. Information that is being generated from an existing system as a report must be available as a report on a new system.

- What functions must the system be able to perform? Which are mandatory and therefore deal breakers, and which are on the “would like to have” list that could be deciding factors in one solution versus another.
- What features and functionality have you heard about that you believe will be of benefit to the firm or a segment of the firm?
- When doing the needs analysis, be sure to include everyone’s thoughts. That includes all timekeepers, including stakeholders, associates, clerks, paralegals, bookkeepers, data entry, billing clerks, conflict / intake staff and so forth. Different groups will identify different needs.
- Create a master list of your needs sorted by type of function and importance (must have, would like to have, don’t care).

### THOROUGH SOFTWARE REVIEWS

- Every software developer will try to get you to do your own demo by reviewing the videos on its website and/or trying a free trial of the software. I strongly discourage use of the free trial unless you are reasonably sure you have identified the selected package. The videos and tutorials on the developer’s website may be sufficient for you to eliminate a package from consideration, but that’s the extent of its value for this type of project.
- At some point you will want an actual demonstration. For all but the minimally priced / featured products, this is a normal request which the developer should be willing to accommodate. Be aware that each will do a well-rehearsed presentation which will quickly cover their strongest features, and fail to show weak features or gloss over them quickly. Don’t be afraid to interrupt and ask questions. In particular, when features are mentioned but not demonstrated, ask to be shown exactly how it works.

Here’s a simple example of why this strategy is important. If you are getting practice management software, you will want to know that all your documents and emails are tied to the client. Every vendor will say yes, of course. But if you don’t ask to see what steps you must do to make that happen, you could wind up with a product that requires a fairly inconvenient multi-step process for each document and email instead of one which is just a single click.



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- Make sure that deal breaker reports and other functions really exist. A lot of salespeople sell what I call “vaporware,” meaning that they are blowing smoke at you about features which are on the “future upgrade” list or just seem likely to be easily supplied based on their limited knowledge. You find out about the misrepresentation only after conversion. At that point, you may be able to get a refund of some of your money, but if you have already migrated and/or gone through training, you will find it daunting if not impossible to go back to the decision point again.

One firm found this out the hard way. They were given written assurance that a compensation-critical report would be custom-programmed for the firm following conversion. However, databases are complex, and just because individual fields are available, it doesn't necessarily mean they can be successfully combined with additional calculations in a single report. And in fact, after trying over and over again for more than a year, the vendor finally admitted that they could not produce the desired report.

The firm was paying for the customization once converted. It should have invested that small money up front before conversation to have the developer create the report on another customer's system. Only when done successfully should the firm have gone through conversion.

### IMPLEMENTATION

I could write an entire article about implementation, and in fact probably did so many years ago. Here is a short list of my most strongly recommended procedures.

- Make no assumptions about whether you or the vendor takes responsibility for any aspect of the project. At each planning meeting, clarify whether the firm or the vendor implementation team is responsible. Ask what the firm must provide to assist, and by when. Take copious notes at each meeting. Provide a copy of those notes to the vendor within 48 hours of each meeting. Allow them 48 hours to make any corrections before responsibilities are set in stone.
- Keep thinking and asking “what if” and “how” questions from beginning to end. Don't be embarrassed by any question you have. Don't ever assume that the vendor has so much more experience that they will automatically cover all the bases.
- If anyone on the implementation team gives you a sense that they are trying to talk down to you with acronyms, lengthy unintelligible techy



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- explanations etc, (from presale through implementation) immediately cut them off and tell them that they will need to
- respond to you in plain English if they want to become your vendor or receive your recommendation.
- Don't scrimp on training. Budget for retraining a month or two after implementation is complete, and again six months later.

If you're a PBA member, feel free to contact me for information on specific packages that may be most suitable for your firm, determining your needs, discussing your decision and reviewing implementation. This is just a brief guide of some of the most important aspects of such a project. It is not fully inclusive.

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