MOUNTAIN ASSOCIATION BUSINESS SUPPORT SERVICES
Client Orientation

We are excited to welcome you to our Business Support program! Please review this orientation information and let us know if you have any questions about this process.

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Purpose:
The purpose of the Mountain Association’s Business Support Services (BSS) Program is to provide access to expertise to support businesses and social enterprises to be successful. The Mountain Association looks for the project to increase both the business owner’s and key employees’ skills and/or knowledge in an area.

Please note that the Mountain Association does not provide consulting services for ongoing tasks, such as bookkeeping. A business owner may hire the consultant independently for ongoing tasks.

Key information:

Cost-sharing

- **Mountain Association loan clients** are eligible for BSS even after their loan is fully repaid as long as the business that took the loan is still in operation. If the client is behind on loan payments, any approved project will include a goal of making regular loan payments.

- **Mountain Association loan clients whose loan is with the Small Business Administration (SBA):** The Mountain Association will cover 100% of the cost of an approved BSS project. Note that the Mountain Association may or may not cover some/all of the cost of software depending on funding availability.

- **All other Mountain Association loan clients:** We ask clients to invest in their project by paying what they are able towards the cost, recognizing that each situation is different. The Mountain Association strives to reduce barriers to accessing services. A client’s ability to pay will not impact their eligibility to receive services through this program.
  - In the initial phase (Phase 1) of the project, an assessment is required. The Mountain Association covers 100% of this cost.
  - For the remainder of the project, clients are responsible for 25% of the cost and the Mountain Association covers 75%, funds permitting. Clients pay their portion directly to the consultant. As stated above, the Mountain Association is committed to supporting low-income entrepreneurs, so the client’s share can be less than 25%.

- In some cases, the consultant may be asked to work with a group of clients that the Mountain Association believes has similar or related needs. In such instances, the consultant will assess the needs and challenges of the group and the assessment report will address the potential efficacy of offering services in a group setting.

Other key notes:

- The Mountain Association does not guarantee that the consultant will work on any BSS project. It is up to the consultant to choose to work on your project.
- If a consultant changes their rate upon contract renewal, they will honor the rate provided on existing projects until their completion. The new rate(s) will apply only to new projects.
- Invoices must be submitted by the 15th of every month for any hours worked the previous month. *The Mountain Association is not obligated to pay if invoiced after this; grant funding requires timely submission.*
Business Support Projects

These steps are applicable to all Mountain Association clients working with consultants in one-on-one or group projects.

**Step 1: Application, Project approval**

*Application*

Requests for business support must be made by the client. If the client is a Mountain Association loan client, they need to discuss their needs with their Project Specialist. For clients who do not have a loan with the Mountain Association, they should complete the online business support application: [https://portal.mtassociation.org/technical-assistance-application/](https://portal.mtassociation.org/technical-assistance-application/)

*Project Approval*

BSS project requests are reviewed to make sure that they meet the criteria for approval:

- Business or organization is based in or serving in one of the 54 Appalachian counties in Kentucky as designated by the Appalachian Regional Commission [www.arc.gov/appalachian_region/Kentucky.asp](http://www.arc.gov/appalachian_region/Kentucky.asp)
- The project is aligned with the organizational and programmatic goals/priorities identified each year.
- The project will build the entrepreneur's and/or business's skills and abilities.
- The Mountain Association has sufficient funds available for the project.
- **NOTE:** The Mountain Association reserves the right to decline a request for any reason.

**Steps 2-4: Selection of consultant, client agreement, and Phase 1: Assessment**

*Consultant selection*

If the request is approved, the client is responsible for choosing a consultant. The CS Manager will send the client the list of consultants that we know of, but the client may choose a consultant who is not on the list. Note that if the consultant does not have a contract with the Mountain Association, we will need to complete that process before starting the project; this typically takes 1-2 weeks.

Note: The Mountain Association uses an online project management platform that we call the Dashboard. Once it is decided that a project will move forward, you will be provided with more information on the Dashboard.

*BSS Agreement & Liability Release*

Client signs BSS agreement and liability releases. See [Appendix A & B](#).

**The Process At a Glance**

*Step 1. Application for services:*

Client submits request online for the Mountain Association to pay for business support services →

Consulting Services Manager at the Mountain Association reviews request, budget, program eligibility & priorities to determine approval of request

*Step 2. Selection of consultant*

*Step 3. Client signs agreement & liability release:*

See [Appendix A & B](#)

*Step 4. PHASE 1 of project: Assessment*

A five-hour assessment including providing a detailed scope of work/proposal in Phase 2 on the Dashboard
Phase 1: Assessment
The assessment is limited to five or fewer hours of billable time (plus travel time). In preparation for the assessment, the CS Manager will provide the consultant with a background description of the issue(s) the client has requested help with. Based on this information, the consultant will conduct an assessment, to determine the need and scope of work to address the issues.

The five hours includes:
- Time spent with client collecting information needed to determine need and scope of project,
- Drafting an assessment report to upload to the Invoices & Documents section at the top of the project page on the Dashboard. The report should outline their findings, recommendations and rationale for their recommendations, and
- Drafting a scope of work/proposal to input into the “Description” section of Phase 2 on the Dashboard. The scope of work must include:
  - A detailed description of the type of business support needed,
  - A projection of the number of hours needed to complete the project,
  - A list of deliverables that will be provided by the consultant to the client, such as training aids, worksheets, training documents, etc.,
  - A list of outcomes the client can expect by the end of the project, such as the type and level of skill the client will be able to demonstrate, tasks the client will be able to perform, etc.
Remember! The purpose of the project is to build the client's skills, abilities and understanding in ways that they will be able to use on their own.

Note: If the consultant feels that a full project is not needed or won't be useful OR if the assistance needed is outside the consultant's area of expertise, they will note this in the assessment report.

Step 5: Review & Approval
Client review & approval
Once the consultant has uploaded the proposal, the client will review and approve it on the Dashboard.

Mountain Association review & approval
Once the client has approved it, the CS Manager will review and submit the proposal for approval at the Mountain Association, and mark it approved on the Dashboard. Revisions may be requested by the client and/or the Mountain Association. Only once the scope is fully approved, the client and consultant can begin the work.

Step 6: Phase 2: Project Implementation
Progress Reports
While the business support project is being implemented, the consultant will submit written updates to the CS Manager every two weeks via the Dashboard. Often, these are submitted along with an invoice.

Updates can be written in the “Discussion” section on the Dashboard, so that everyone can read them and there is a record.
If the client or consultant finds that the scope of the project needs to be adjusted, they should discuss this with the client, and then can inform the CS Manager. The client and the Mountain Association will need to approve any significant changes to the scope or cost of the project.

**Invoices**
Invoices must be uploaded to the Dashboard platform. The client must review the invoice within 48 hours of receipt, and either approve or communicate with the consultant and CS Manager if they disagree with any information listed on the invoice. Once the client has approved an invoice, the CS Manager will review and submit the invoice for approval. Once approved, the invoice will be submitted for payment.

**Information to include on invoices:**
- Name of client
- Date of invoice and date(s) of working with or for client
- Number of hours worked with or for client on each date (rounded to nearest quarter hour) & hourly rate charged
- Brief, informative description of the work done on each date and location
- Travel hours (separate from hours worked with or for client; rounded to the nearest quarter hour), if applicable, and travel rate charged
- Number of miles traveled, if applicable, times the IRS mileage rate
- Total dollar amount invoiced
- Percentage of total amount the Mountain Association is responsible for paying and client is responsible for paying, if any, as listed in Phase 2 on the Dashboard. Note: If the client and the Mountain Association are sharing the cost, the consultant can upload a single invoice. **The client will pay their portion directly to the consultant.**

**Step 7: Phase 3: Project Close-Out**

*Project Completion*
The tasks in Phase 3 focus on the final details to complete the project. The consultant will upload the final invoice. The client will confirm whether s/he has received all the deliverables listed in the scope of the project in Phase 2. Once s/he has received all the deliverables, s/he will approve the final invoice.

The client will complete the project evaluation form ([https://portal.mtassociation.org/consulting-services-project-evaluation-form/](https://portal.mtassociation.org/consulting-services-project-evaluation-form/)). Finally, once all the tasks are completed, the CS Manager will mark the project complete.
Client & Consultant Roles & Expectations

a) **The client is the customer:** The Mountain Association pays consultants on behalf of clients. However, clients deserve to be satisfied with the service they receive from the consultant, just as if they had hired and paid for the consultant.

   a. The consultant must also remember that the client is responsible for making decisions for their business/enterprise. Therefore, they can decide whether or not to follow the consultant’s recommendations or not.

   b. Consultants must send all reports and invoices to the client. The Mountain Association will review invoices once approved by the client. This ensures that the work detailed in the approved Phase 2 scope of work is completed, and the client’s needs are met.

b) **Choosing a consultant:** Clients are responsible for vetting & choosing their consultant.

c) **Time commitment:** The client is expected to make time to work with the consultant as needed for the project. S/he can and should let the consultant know as soon as possible about their schedule and any time limitations they have. If the client discovers they aren’t able to make time for the project, they should notify their Mountain Association contact and the consultant as soon as possible to postpone or discontinue the project. If the client is not responsive to the consultant and/or doesn’t make themselves available for the project, the Mountain Association or the consultant may withdraw the project.

d) **Brings knowledge & expertise:** Consultants are contracted with to provide a service to the client. They have knowledge and/or experience that will help the client run a more successful business/enterprise. The consultant’s role is to complete the work as detailed in Phase 2 on the Dashboard, resulting in the listed deliverables and outcomes.

e) **Deliverables:** It is critical that the scope of the project listed in the Phase 2 on the Dashboard accurately reflects the client’s needs and expectations, including the deliverables and outcomes. The client is entitled to receive all reports and invoices for the project, and expect to get the value of the work, as described in Phase 2.

   a. For web development projects, the client is entitled to receive all usernames and passwords for the website. The client will receive all deliverables listed in Phase 2 to their satisfaction.

   b. Any changes to the scope of the project (including cost and deliverables), must be approved by all three parties.

f) **Invoices:** The client is expected to approve or reject an invoice within 48 hours of receipt. If the client does not approve the invoice, they must communicate the reason clearly to the consultant and CS Manager. The Mountain Association will review and submit invoices for payment after they have been approved by the client.

   If the client is paying a portion of the cost of the project, the consultant can submit a single invoice, splitting the cost as agreed upon in the Phase 2 section of the project page on the
Dashboard. For example, if the consultant is due $1,000 and the client is responsible for 25% of the project costs, the consultant's invoice will show that the Mountain Association's portion is $750, and the client's portion is $250. *Clients pay their portion directly to the consultant.*

g) **Troubleshooting:** When there is an issue with a consultant, the client will try to address it directly with the consultant, while keeping the CS Manager updated. The consultant can make recommendations and raise concerns with the client. The client is the business owner and will make decisions for their business. If the consultant has ethical or legal concerns, s/he is required to let the CS Manager know.

If the issue is not resolved, the client can contact the CS Manager for support and coaching. The client, consultant, and the CS Manager, and possibly the Project Specialist (if applicable), can have a joint meeting to work through issues and identify next steps.

h) **Discontinuing a project:** If the client feels that they are not getting value from the project or if they feel that the consultant has behaved unethically or inappropriately, they can request to stop the project. In this case, the client should communicate first with the CS Manager. There is no guarantee that the Mountain Association will be able to pay for/towards another project.

i) **Harassment & discrimination:** The Mountain Association is committed to maintaining a workplace free of harassment of any kind and from any source, whether management, coworkers or visitors. The contractor agrees not to harass or discriminate against anyone as they perform their contractual duties. Specifically, the contractor agrees not to harass anyone based on that person's age, color, disability, gender, national origin, race/ethnicity, religion, sexual orientation and veteran status. Please contact the CS Manager if you have any concerns.
Appendix A: Client Agreement

Client Agreement

When you receive business support through the Mountain Association, you are not just the receiver of services, you are in a partnership with the Mountain Association and the consultant. You have asked the Mountain Association, to invest in your business or organization, and we take this very seriously. Out of respect for our staff, consultants & funders, we ask that you take your responsibilities seriously, as well.

I understand that by working with the Mountain Association to get support services for my business, I agree to be responsible for the following:

1. Learn how to use the different sections of the Dashboard, including approving invoices, completing tasks, reviewing/approving the project proposal and leaving comments. We understand that people may not have strong computer skills and may feel uncomfortable with technology. We are happy to provide support in learning how to navigate the TA Dashboard. After you’ve explored it, please let the Consulting Services Manager know if you could use some help with it.

2. Stay in communication with the Mountain Association’s Consulting Services Manager and the consultant. Good communication is essential in these projects. Being busy is not an excuse for lack of communication.

3. Keep agreements and meet deadlines, and if I cannot, I will communicate in a timely fashion.

4. Review invoices within 48 hours of the consultant uploading them. Approve if they look right or contact consultant with questions/concerns.

5. Be a responsible steward of funds: When I approve an invoice, I am confirming that the information on the invoice is accurate. For instance, if the consultant says that the logo is complete, but you have not yet approved the logo, you should not approve the invoice for payment. (If you hire someone to put a roof on your house, you would not pay them if only half the roof is installed.)

6. If I realize I am not able or willing to do these, I will let the Consultant and Consulting Services Manager know that I want to withdraw the project.

7. If I do not fulfill these agreements or if I am not in communication with the consultant or the Consulting Services Manager for a period of 45 days, I understand that the Mountain Association may withdraw funding for the project.

Client name (please print) 

Signature ___________________________ Date ___________________________
Appendix B: Liability Release

The client and consultant will be asked to sign a liability release. Here are the clauses:

- Consultant agrees to indemnify the Mountain Association and hold the Mountain Association harmless from any and all losses, liabilities, claims and causes of action (whether asserted by parties or non-parties to this agreement), costs and expenses (including attorneys’ fees) arising from, regarding, or relating to this agreement or Consultant’s acts or omissions in the performance of this agreement, except to the extent that such losses, liabilities, claims and causes of action, costs and expenses are caused by or result from the Mountain Association’s intentional wrongful conduct or gross negligence. *(Note that a similar liability clause is included in the consultant contract.)*

- Client agrees to indemnify the Mountain Association and hold the Mountain Association harmless from any and all losses, liabilities, claims and causes of action (whether asserted by parties or non-parties to this agreement), costs and expenses (including attorneys’ fees) arising from, regarding, or relating to this agreement or the acts and omissions of Client and/or Consultant and/or the Mountain Association in the performance of this agreement, except to the extent that such losses, liabilities, claims and causes of action, costs and expenses are caused by or result from the Mountain Association’s intentional wrongful conduct or gross negligence.

- Any disputes, claims or actions arising out of, regarding, or relating to this agreement or any disputes, claims, or actions regarding or relating to or arising from the acts or omissions of any party to this agreement in the performance of this agreement shall be resolved exclusively through final and binding arbitration.

Except as otherwise provided herein, arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted at a mutually agreeable site located in Madison County, Kentucky.

The parties will attempt to agree upon a mutually acceptable arbitrator located in Kentucky. If the parties are unable to agree upon an arbitrator within a reasonable period of time, then an arbitrator shall be selected through the rules and procedures of the AAA.