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A Plan For Excellence: Building a Road Map For Developing a New **Business Entity**

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Consultancy Project Executive Summary

Organization: Gardner-Webb University School of Education

Project Title: A PLAN FOR EXELLENCE: BUILDING A ROAD MAP FOR

DEVELOPING A NEW BUSINESS ENTITY.

Candidate: Mary L. Affee, LCSW

Consultancy Coach: Dr. Jeff Hamilton

Defense Date: July 6, 2020

Authorized by: Dr. Jeff Hamilton

Approval

This consultancy project was submitted by Mary I listed below. It was submitted to Gardner-Webb U	University School of Education and approved in
partial fulfillment of the requirements for the degr	ree of Doctor of Education at Gardner-webb
University.	
Dr. Jeff Hamilton, Faculty Advisor Gardner-Webb University	Date

Acknowledgements

I want to thank John Christopher Moeller for his perpetual love, patience, and willingness to spend his time helping me through all the phases of this project. I want to honor and give glory to the universe and/or our God who has put the relentless desire in my heart to persevere in life no matter how difficult life becomes. I want to also acknowledge that my desire to get up and show in all circumstances was modeled for me throughout my life by mother, a very strong woman who has inspired me through the years to never quit. It is with gratitude and humility that I am proud and honored to have been able to complete my doctoral program at Gardner-Webb. I am especially thankful to the many dedicated and passionate mentors and professors from whom I had the pleasure to learn.

Abstract

A PLAN FOR EXCELLENCE: BUILDING A ROAP FOR DEVELOPING A NEW BUSINESS ENTITIY. Affee, Mary L., 2020: Consultancy Project, Gardner-Webb University.

Organizational designs, structures, and leadership are major factors that can impact an organization's performance, profit, market sustainability, and how people work together in organizations. The purpose of this project was to develop a brand-new business that considers the development and all phases of a new business. This ongoing project has been experimental in community collaboratives, leadership development, client recruitment, employee and contractor onboarding, and financial structures and profit margins. Exploration and examination of the project initiative provided multiple opportunities for the owner to develop and strengthen in areas of leadership, organizational design development, marketing development and management, and employee/contractor management. Although most companies statistically struggle in the early stages of development, more specifically financially, this project met and exceeded the projected financial goals.

Keywords: business plans, organizational structures, organizational designs, legal structures, independent contractors, employees, wages, income structure

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1 Introduction

1.1 Project Purpose

The project purpose was to develop, design, and operate a brand-new start-up business in all phases of the business. The firm is privately owned. The founder developed all the systems and is still actively involved in every step of the process. The founder is the sole owner and functioned in multiple roles and capacities to keep the business functioning with sustainability to meet the service needs.

Horizon Integrated Wellness Group, PLLC (HIWG) is a private practice firm specializing in mental health for children, adolescents, and adults. HIWG also provides professional development/training for professionals/clinicians. In addition, this firm also provides wellness coaching and nutritional services.

Mental and health counseling and educational training services, as shown in this plan, have an excellent profitability level and growth rate. Horizon's play therapy and expressive art inclusion and wellness counseling puts it at a very competitive advantage. Horizon's center differs from traditional counseling services because of its eclectic approach. The organizational goal is to position the firm to become one of the leading and premier private counseling groups throughout the Triangle (Raleigh, Cary, Durham, Chapel Hill) area, while also marketing the business/organization to be among the top five private counseling businesses in the state of North Carolina within the first 5 years of operation.

There were many significant challenges for this project/organization throughout the entire project timeline. The two most prevalent that encapsulate the entire business are as follows:

Service/product: the dance/balance between having service providers (independent contractors/clinicians) to meet the service needs (mental health) of new/incoming patients.

System/process development: finding the opportunity to develop systems in a timely fashion to meet the growth in all capacities of each department.

The founder created a model to capture the global approach to the system design at HIWG. The model was divided into three categories: preservice delivery, service delivery, and post-service. This model created a vision and a framework to prioritize systems and functions which included subcategories to create a more efficient system and processes.

Technical Terms and Definitions:

TherapyNotesTM. TherapyNotesTM is online electronic health record (EHR), practice management, and billing software designed for mental health professionals. Therapynotes TM is the only tool used by HIWG. TherapyNotesTM allows professionals to schedule, document, and bill all in one software application.

Clients. Any individual child, adolescent, or adult is considered a client/patient.

Independent contractors. Any provider who delivers mental health services to a client is an independent contractor.

1.2 Associated Documents

Independent Contractor Agreement. This document is the legal/binding contract to provide services to a client, payment arrangement, role expectations (See Appendix A).

New Client Request Form. This is the form clients complete electronically when reaching out for service needs (See Appendix B).

Client Intake Packet. This is the entire intake packet required to be an established client at HIWG (See Appendix C).

New Client Feedback Form. This form is sent to all clients after their first appointment. This form assesses quality of service delivery and the overall experience at the office (See Appendix D).

Literature Review (See Appendix E).

1.3 Project Plan Maintenance

This project was worked on daily. Due to the nature of business, industry, and lack of personnel, the founder/owner managed all systems/processes on a daily basis. No timeline was formally developed or decided.

2 Project Scope

Design, implement, and execute a mid-market mental health practice in multiple counties statewide to service the mental health needs in the community.

2.1 Outline of Partnering Organization's Objectives

2.1.1 Objectives

- Providing quality care to community members
- Financial stability and sustainability in the market
- Provide an optimal working environment for independent contractors

2.1.2 Success Criteria

Positive feedback from client electronic surveys
Increase patient referrals from prior or existing clients
Increase caseloads for independent contractors
Increase hiring independent contractors
Increase in profit margins
Increase in net profit

2.1.3 Risks

Lack of additional administrative personnel Compromised quality of care

2.2 Outline of Student's Objectives

2.2.1 Objectives

Create effective systems immediately Measure the effectiveness of the systems Maintain patient referrals

2.2.2 Success Criteria

Positive feedback from client electronic surveys
Increase patient referrals from prior or existing clients
Increase caseloads for independent contractors
Increase hiring independent contractors
Increase in profit margins
Increase in net profit

2.2.3 Risks

Compromised quality of care Reduction in caseload/referrals Inability to find qualified clinicians

2.3 Definitive Scope Statement

Design, implement, and execute a mid-market mental health practice in multiple counties statewide to service the mental health needs in the community. Developing

efficient systems utilizing the Star Model $^{\text{TM}}$ to create more of a formal framework to promote more efficiency as a whole.

3 Deliverables

3.1 To Partnering Organization

N/A

3.2 From Student

N/A

4 Project Approach

4.1 Project Lifecycle Processes

ACTION STEPS	RESPONSIBILITIES	TIMELINE	RESOURCES	POTENTIAL BARRIERS	COMMUNICATIONS PLAN
What Will be Done?	Who Will do It?	By when (Day/Month)	Resources Available & Needed	Who Might Resist and How?	Who is Involved, What Method, How Often?
MARKET/INDUSTRY ANALYSIS	Owner, Investor(s), Advisors	11/30/2017 Ongoing	Internet, Publications, Interviews, Owner Experience		Owner, Investors, Advisors; Meetings, e- mail, conference calls; daily, weekly., monthly
OPERATIONAL PLAN	Owner, Mary Affee	12/31/2017 Ongoing	Experience, Business Software, Electronic Files, Legal Assistance		Owner, Investors, Advisors; Meetings, e- mail, conference calls; daily, weekly., monthly
MANAGEMENT PLAN	Owner, Mary Affee	12/31/2017 Ongoing	HR Recruitment Sources, Phone and In Person Interviews; Organizational Chart		Owner & Proposed New Therapist(s) and Staff Members
MARKETING/SALES STRATEGY	Owner, Mary Affee; Advisor, John Moeller	12/31/2017 Ongoing	Print Media, Publications, Referral Sources, Digital Mktg, Website, Networking Events; screen media	investor(s), Referral Sources	Owner, Investors, Advisors; Meetings, e- mail, conference calls; daily, weekly., monthly
FINANCIAL PRO FORMAS	Financial Advisor, John Moeller	12/31/2017 Ongoing	Accounting Software, Spreadsheets, Data Collection, Business Assumptions	Assumptions, Industry, Insurance Co., projected clientele, projected human resources	Owner & financial Advisor
RISK/SWOT ANALYSIS	Owner, Investor(s), Advisors	12/31/2017 Ongoing	Market/industry Research of demographics, economic, and socioeconomic conditions and projections	inaccurate data, not enough research,	Owner
EXIT STRATEGY Contingency plan	Owner	TBD	Possible Future liquidity event/ Sale, possible ownership transition to family	Not marketable, Not profitable, Not successful	Future

4.2 Project Management Processes

The Executive Director of HIWG held weekly and monthly meetings with administrative staff, financial advisor, and independent contractors. The executive director also monitored and reviewed all incoming and existing data to support all phases of the project, which included daily operations of client caseload, billing procedures, marketing analysis, human resource procedures, housekeeping, and quality assurance expectations/goals.

4.3 Project Support Processes

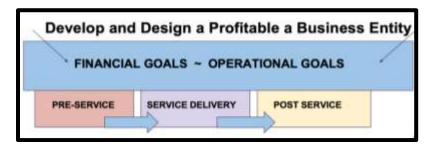
The Executive Director of HIWG made herself available at any time while present in the office to ensure quality assurance, continuity, and consistency related to office procedures and service delivery. The Executive Director also developed monthly and weekly case consultation sessions to provide staff with opportunities to share feedback, recommendations, or process difficult client cases.

4.4 Organization

4.4.1 Project Team

The project team members included the following:
Executive Director-Owner
Administrative Assistant
Financial Planner
Independent contractors

4.4.2 Mapping Between Organization and Student



Communications Plan

The communications plan was designed for promoting efficient communication processes within the office. The chart was developed by the Executive Director at HIWG and was made visible and accessible to all staff members involved on the team to ensure timeline deadlines, efficiency in expectations, and successful target goals and outcomes. Most importantly, this graphic organizer (chart) ensured that the systems and processes developed at the practice were being monitored and managed daily.

ACTION STEPS	RESPONSIBILITIES		COMMUNICATIONS PLAN
What Will be Done?	Who Will do It?	By when (Day/Month)	Who is Involved, What Method, How Often?
MARKET/INDUSTRY	Owner, Investor(s),	11/30/2017	Owner, Investors, Advisors; Meetings, e-mail, conference calls; daily, weekly., monthly
ANALYSIS	Advisors	Ongoing	
OPERATIONAL PLAN	Owner, Mary Affee	12/31/2017 Ongoing	Owner, Investors, Advisors; Meetings, e-mail, conference calls; daily, weekly., monthly
MANAGEMENT PLAN	Owner, Mary Affee	12/31/2017 Ongoing	Owner & Proposed New Therapist(s) and Staff Members
MARKETING/SALES	Owner, Mary Affee;	12/31/2017	Owner, Investors, Advisors; Meetings, e-mail, conference calls; daily, weekly., monthly
STRATEGY	Advisor, John Moeller	Ongoing	
FINANCIAL PRO	Financial Advisor,	12/31/2017	Owner & financial Advisor
FORMAS	John Moeller	Ongoing	
RISK/SWOT	Owner, Investor(s),	12/31/2017	Owner
ANALYSIS	Advisors	Ongoing	

6 Work Plan

6.1 Work Breakdown Structure

ACTION STEPS	RESPONSIBILITIES	TIMELINE	RESOURCES	POTENTIAL BARRIERS	COMMUNICATIONS PLAN
What Will be Done?	Who Will do It?	By when (Day/Month)	Resources Available & Needed	Who Might Resist and How?	Who is Involved, What Method, How Often?
MARKET/INDUSTRY ANALYSIS	Owner, Investor(s), Advisors	11/30/2017 Ongoing	Internet, Publications, Interviews, Owner Experience		Owner, Investors, Advisors; Meetings, e- mail, conference calls; daily, weekly., monthly
OPERATIONAL PLAN	Owner, Mary Affee	12/31/2017 Ongoing	Experience, Business Software, Electronic Files, Legal Assistance		Owner, Investors, Advisors; Meetings, e- mail, conference calls; daily, weekly., monthly
MANAGEMENT PLAN	Owner, Mary Affee	12/31/2017 Ongoing	HR Recruitment Sources, Phone and In Person Interviews; Organizational Chart		Owner & Proposed New Therapist(s) and Staff Members
MARKETING/SALES STRATEGY	Owner, Mary Affee; Advisor, John Moeller	12/31/2017 Ongoing	Print Media, Publications, Referral Sources, Digital Mktg, Website, Networking Events; screen media	investor(s), Referral Sources	Owner, Investors, Advisors; Meetings, e- mail, conference calls; daily, weekly., monthly
FINANCIAL PRO FORMAS	Financial Advisor, John Moeller	12/31/2017 Ongoing	Accounting Software, Spreadsheets, Data Collection, Business Assumptions	Assumptions, Industry, Insurance Co., projected clientele, projected human resources	Owner & financial Advisor
RISK/SWOT ANALYSIS	Owner, Investor(s), Advisors	12/31/2017 Ongoing	Market/industry Research of demographics, economic, and socioeconomic conditions and projections	inaccurate data, not enough research,	Owner
EXIT STRATEGY Contingency plan	Owner	TBD	Possible Future liquidity event/ Sale, possible ownership transition to family	Not marketable, Not profitable, Not successful	Future

6.2 Resources

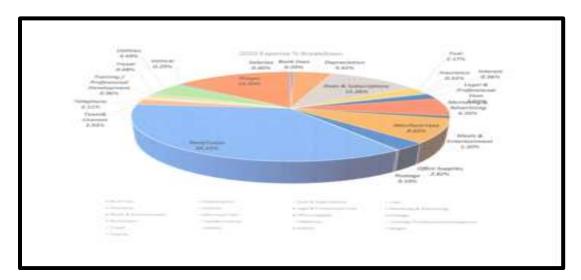
See section 6.1.

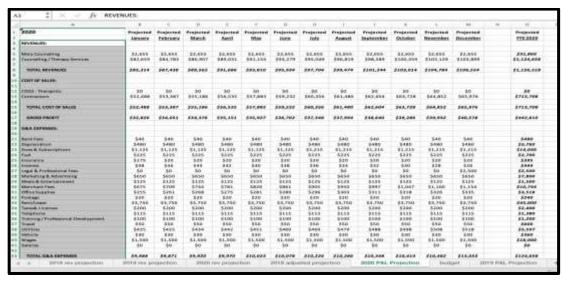
7 Milestones

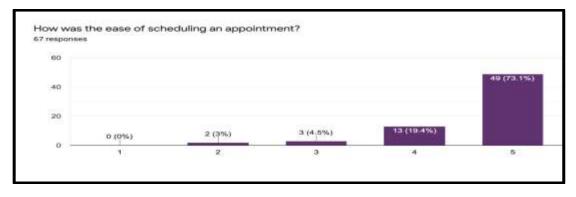
Milestone Number	Title	Forecast date
1	Opening the Doors for Business	December 15, 2017
2	Hiring the first Independent Contractors	April 2018
3	Hiring three more Independent Contractors	July 2018
4	Opening Location Number 2	August 2019
5	Opening Location Number 3	September 2019
6	Opening Location Number 4	October 2019

8 Metrics and Results

Metrics were run monthly and compared on the following categories: client satisfaction, financial projections, and monthly financial budget. The results demonstrated the following: Clients were 90% satisfied with the services at HIWG, the financial budget was on target, and the financial goal/projections met and exceeded the target goals.







9 Risks, Constraints, Assumptions

9.1 Risks

The three main project risks were categorized by the following: financial risk, organizational risk, and strategic risk.

	POSSIBLE ADVERSE OUTCOME	Risk Level
FINANCIAL RISK		
Capital/Equity	Loss of funds, failed business, external forces, unable to recoup capital investment, insufficient revenue to support fixed expenses and owner's personal needs.	low
Working Capital Needs	insufficient working capital to sustain growth or meet forecasts	low
Systemic - Financial	Systemic financial risks beyond control of entity (i.e. recession or economic downturn), external risks	low
Management Credit Policies	Liberal policy on granting credit could result in financial loss, too conservative could stunt growth and limit optimization	low
Insurance (Rates) Risk	Business is reliant on insurance market rates (contracted provider rates) slight changes with the insurance company could have massive impact on HIWG	low
Expense Related Risk	Expenses such as payroll, rent, general and administrative expenses have dramatic increase	low
market risk	Changes in the market could result in less demand or other buying alternatives (i.e. online therapy); our competitors develop a plan to attract more market share/business	low
Operational (financial) risk	Unforeseen business activities - lawsuits, personal problems, or business model risk - the model proves to be inaccurate or inadequate	low
ORGANIZATIONAL RISKS		
Death of the owner	Legal will, business assignment	medium
Compliance / Regulatory	Highly regulated industry with numerous compliance requirements, highly regulated, if not in compliance or in violation serious consequences	low
Reputation	Owners reputation in the market is vital for career with or without business, developing a bad reputation could be devastating	medium
Operational	Efficient operational processes and procedures will have a significant impact on operating expenses and net profits, and ability to grow and duplicate	low
Employee	Employees are vital and essential (outpatient therapist) client retention is highly dependent on therapists.	medium
Legal	Nature of the business exposes itself to the possibility of subpoenas for things like child custody, divorce, criminal actions of patients, etc.; also, liability for malpractice or poor counseling	low
Cyber	Business environment all businesses with computer hardware and software are exposed to cyber threats, in addition the practice contains extremely confidential information	low
Technology	Not utilizing the best and most efficient industry specific software could result in inefficient processes which equates to higher operating costs	low
STRATEGIC RISKS		
Competition	Underestimating target market share and the threat of good competition could impact the business model/plan. Thorough research and market analysis is imperative, barriers to enter the market are low, demand is abundant	low
Environment /	Changes in the environment demographics could adversely affect market	low
Demographics	share and revenue generation; such demographics such as age, socioeconomic, economy, lifestyle,	
Market	Underestimating target market	low
Product	Inability to meet the market needs	low
Execution	Inability to enforce formal and written business plan	low

9.2 Constraints

The project initially had difficulty with efficiency in the telephone service provider but was later resolved by implementing an efficient system. Many times, the owner had to develop, manage, and execute all actives in the practice, from website setup, patient paperwork setup, housekeeping, client care, and development of systems and processes, all which required the owner to prioritize the tasks the in the manner of urgency.

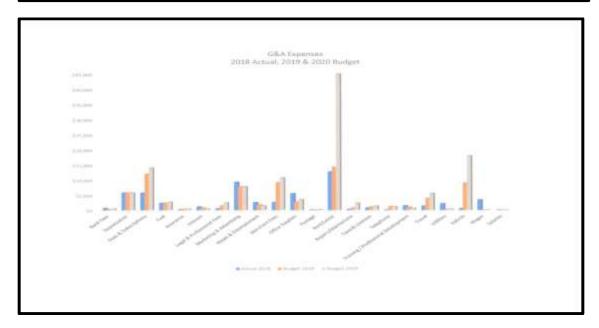
9.3 Assumptions

The primary assumption was that it would be extremely difficult to get new clients. The secondary assumption was that it would take at least 3 years to make a profit. The third assumption was that it would take approximately 3 years to expand outside the primary location. To date, all three assumptions were incredibly inaccurate. HIWG has met and exceeded all financial goals and projections.

10 Financial Plan

Below was the start-up budget. The budget was created as a framework to guide the expenditures in the early stages of the business development. The financial projections were met.

	States	p Budget			
Estimated Startup Expenses	s	37,966.50			
	Startup	Espenses			
Experise	Category		Budget	Padding	Total
Incorporation Filing/Organizational Cost	Essential	*	\$250.00	10%	\$275.00
Marketing/Advertising/Promotion	Essential	*	\$4,850.00	10%	\$5,335.00
Commercial Rent/Lease Deposit	Essential	*	\$2,310.00	10%	\$2,541.00
Office Supplies, FF&E, Computers, Software	Essential	7.	\$3,955.00	10%	\$4,350.50
Decorating, Painting & Remodeling	Non-Essential	7	\$250.00	10%	\$275.00
Deposits with Public /utilities	Essential	7	\$200.00	10%	\$220.00
Legal & Professional Fees	Non-Essential	*	\$500.00	10%	\$550.00
Licenses/Taxes/Professional Development	Essential		\$1,500.00	10%	\$1,650.00
Working Capital Support - Overhead first 6 mo.s	Essential	*	\$15,000.00	10%	\$16,500.00
Owners Pay - first 6 months	Essential	*	\$5,000.00	10%	\$5,500.00
Utilities	Essential	+	\$400.00	10%	\$440.00
Telephone	Essential	*	\$300.00	10%	\$330.00
		+			\$0.00
		¥			\$0.00
	Total Estimated Star	tup Costs	\$34,515.00		\$37,966.50



11 Quality Assurance Plan

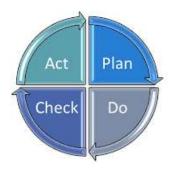


Table.1. Quality Assurance Categories

Intake	Telephone and electronic
Clinical	Relationship Outcomes Level of comfort Termination Diagnoses
Facility	Comfort and cleanliness
Biling	

HIWG Client Satisfaction 2020 Quality Assurance (QA) Plan will document how the project defines, implements, and assures quality during all phases of treatment.

HIWG Client Satisfaction 2020 QA Plan is a communication vehicle for the entire project team, including the office manager, clinical director, and clinicians.

HIWG QA Plan details the overall approach to quality assurance activities for HIWG as it relates to customer/client quality of care.

This plan will specifically consider and monitor the quality of care a client receives from the beginning phase of treatment until termination or planned treatment termination. This plan will consider all elements/interface a client encounters while being treated or serviced at HIWG.

Plan: Create systems and processes to develop quality assurance plan for client satisfaction. Create and develop a customer/client feedback survey.

Do: The Star Model TM will be the framework utilized, for all phases of the quality assurance, from planning to execution. All surveys will be administered electronically weekly to new incoming clients.

Check: An admin team will be responsible for individual tasks to ensure task completion. The office manager will be responsible for all electronic applications from start to finish.

She/he will also be responsible for the telephone contact/referrals. She/he will be responsible for sending out electronic surveys weekly to new incoming clients to capture the feedback from all clients being served at HIWG. The clinical director will be responsible for developing and adhering to quarterly review meetings. The lead therapist will serve on this team to ensure clinical quality.

Act: All team members are required to meet quarterly and to come prepared to inform and promote collective and collaborative discussion to improve the vision, mission, and goal of the quality assurance plan. Collaborative roundtable discussions (weekly meetings) with real client data will be reviewed and monitored to ensure quality assurance of practice.

Appendix A

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into this	day of
, 20 (the "Effective Date") between Horizon Integrated Wellness Group, PLL	.C
(HIWG), a privately owned mental health counseling practice, with an office located at 130 lowa Ln,	#102,
Cary, NC 27513 and,	(the
"Contractor").	

WHEREAS, the Contractor possesses experience and qualifications in performing the services described in Exhibit A and provides these services to various individuals;

WHEREAS, HIWG wishes to engage the Contractor to perform the services described in Exhibit A.

NOW, THEREFORE, the parties agree as follows:

- 1. **Scope of Services**. HIWG desires the Independent Contractor to perform, and the Contractor agrees to perform the services specified in Exhibit A (the "Services").
- 2. **Time of Performance and Term**. a) The Contractor shall perform the Services at such times and in such sequence as may be reasonably requested by HIWG. b) this Agreement will run from its effective date until the Services are completed to the satisfaction of the HIWG, unless sooner terminated in accordance with the provisions herein.
- 3. **Termination.** a) Notwithstanding any other provision of this Agreement, HIWG may terminate this Agreement at any time for any reason. HIWG shall notify the Contractor in writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date. b) Upon receipt of written notification of termination from HIWG, the Contractor shall immediately cease to perform the Services.
- 4. **Payment.** a) HIWG agrees to compensate the Contractor as set forth in Exhibit A. b) HIWG agrees to reimburse the Contractor for those out-of-pocket disbursements and expenses (at cost), at its sole discretion.
- 5. Representations and Warranties. The Contractor represents and warrants to HIWG for itself that: a) The Contractor possess the experience, expertise and qualifications necessary to perform the Services; b) The Contractor is duly and validly existing under the laws of their states of organization and are authorized to conduct business in the State of North Carolina in the manner contemplated by this Agreement. The Contractor has taken all necessary action to authorize the execution, delivery and performance of the proposal and this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement; c) The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the state; or (3) any agreement, document or other instrument to which the Contractor is a party or by which it may be bound; d) the Contractor is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity; e) the Contractor has, in any of their current or former jobs or assignments, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;
- 6.. Records/Intellectual Property. a) The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor in performing

under this Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means. b) The Contractor, upon the request of HIWG, shall promptly give to HIWG all original Records, or, in the sole discretion of HIWG, copies thereof. c) HIWG shall own all work product of the Contractor under this Agreement. To the extent that Contractor creates work product that is copyrightable under the laws of the United States, such work product shall be "work made for hire" as defined in the copyright law, and HIWG shall own the copyright therein. If for any reason any such work product does not qualify as a "work made for hire," Contractor hereby assigns to HIWG, without any right of reversion, the copyright therein. d) The Contractor represents and warrants that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by HIWG) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

- 7. **Insurance.** Before commencing performance of the Services, the Contractor shall obtain and maintain at its own cost and expense for the duration of this Agreement, the proper insurance coverages.
- 8. **Indemnification.** a) The Contractor shall indemnify, defend and hold harmless HIWG and their respective officers, representatives, agents, servants, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the Contractor (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement.
- 9. **Independent Contractor.** The Contractor is an independent contractor of HIWG. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between the Contractor and HIWG.
- 10. **Confidentiality.** In the event and to the extent that the Contractor has access to information which is confidential or of a proprietary nature to HIWG, including, but not limited to, Records, client lists and records, personal data, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Contractor agrees to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without HIWG's prior written consent. If the Contractor is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide HIWG with prompt notice of the order or requirement, so that HIWG may seek a protective order or otherwise prevent or restrict such disclosure.

11. Miscellaneous.

- 11.1 This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in Wake County, North Carolina in any action, suit, or other proceeding arising out of or relating to this Agreement, and waive any objection to venue based on the grounds of forum non convenience or otherwise.
- 11.2 The Contractor shall cooperate fully with any and all audit or review of billing by HIWG or any other agency, person or entity acting on behalf of the HIWG, and shall, upon request, provide billing in a format which will facilitate audit or review.
- 11.3 The Contractor shall continue to perform its obligations under this Agreement while any dispute concerning this Agreement is being resolved.

- 11.4 Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, shall survive such expiration and/or termination.
- 11.5 This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, promises, representations, and negotiations, regarding the subject matter of this Agreement.
- 11.6 No amendment or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.

[Signature page follows]

IN WITNESS WHEREOF, this entire Agreement, including all Exhibits has been read and signed by the duly authorized representative of each party.

HORIZON INTEGRATED WELLNESS GR	OUP, PLLC	CONTRACTOR	
Ву:	Ву:		
Authorized Officer			
Date:	Date:		
Name:	Name:		
Title:			

EXHIBIT A HORIZON INTEGRATED WELLNESS GROUP CONTRACTED OUTPATIENT THERAPIST JOB DESCRIPTION

Contractor:	
Position: Outpatient Therapist	
Date:	

RESPONSIBILITIES / EXPECTATIONS

To help and treat adults, adolescents, children, couples, and families who are experiencing emotional and psychological difficulties; to understand their problems and help provide the tools to make appropriate changes to their lives. Outpatient Therapist will provide counseling services to clients who are suffering from symptoms including, but not limited to, depression, phobias, anxieties, physical or psychosomatic disorders, and behavioral problems. The service is designed to meet the specific mental health needs of the identified client(s) as they relate to their diagnosis. Outpatient therapy includes psychoeducational activities/interventions designed to assist the client of the reduction of dysfunction. Services are provided with client-centered and family-centered approaches and are delivered through intensive, time-limited, goal specific counseling sessions.

ACTIVITIES AND DUTIES

- Performing therapy sessions in a controlled environment; to continually assess clients progress
- Using verbal and non-verbal interaction to explore behavior, attitude, and emotions
- Helping clients understand and address their inner conflicts
- Therapy with children that focuses on relationship through non undirected play with toys, materials, and art
- To provide therapeutic interventions to the identified client in order to enhance and foster the client's optimal functioning and interactions in home and society

There will be duties and responsibilities that are required as an Outpatient Therapist within HIWG that are not clinical in nature. Completion of these duties is expected and has a significant impact on employee job performance.

- All documentation is expected to be completed in its entirety and submitted within 72 hours upon completion of sessions. This includes consent and all client file documents, progress notes, and time sheets (if applicable); Proficient with Therapy Notes
- Collection of client payments when necessary (see Payment/Collection Policy)

Name:	 	 	
Date:			

Appendix B

New Client Request Form

M	ental Health Intake Form
	Personal Information
Nanc	Date
Address	Fred .
Phone:	Eral:
DOH.	Sex.
Printery Physician	Prosc
Current Therapid:	Constant
What is your major compliant?	Certain
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Previous therapion(s) were for complete	
Provious treatment for complaint	
Aggressing Purpos:	
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	at Symptoms (Check All That Apply)
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Dependant Excessive	
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Steep Changes Suspicione	ESSE TO SECURE
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Allergies	
What modifications are you convertly inti-	ma ⁴
Previous diagnoses/mental health trains	
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Previous reedications:	
Dotos trusted	
Provious implical conditions:	
Previous surgeries	
	Family Blinery
Water your adopted?	If you at what ign?
How is your relationship with your mot	
Here is your releaseship with your lists	er"
Siblings and their ages:	
An your purely reserved?	
Did year porots divorse?	Hyes, have eld some you?
Del year parents recently?	If you have add wore you?
Who need you?	Where did you green up?
Family member medical conditions:	
Family measure moust conditions:	
Treated with reciliration?	
Medications	3.3323 33
	Early Development
Where did you grow up?	-C140-44 (1000 (1001)
How after did you move and wheel?	
How all were you when you left insec-	<u> </u>

Appendix C

New Client Intake Packet

Client Name: _____DOB: ____Parent/Guardian:

Informed Consent Agreement fo	r Therapy Services
With an explanation of treatment structure, benefits, and explandividuals to receive outpatient therapy from Horizon Integrate that this service is voluntary and that this consent may be w NON-VOLUNTARY DISCHARGE FROM TREATMENT:	ated Wellness Group, PLLC. I understand
A client may be terminated from HIWG, PLLC non-voluntar abuse, carries weapons, or engages in illegal acts OR the crefuses to comply with treatment recommendations, or does timely manner. The client will be notified of non-voluntary dis FINANCIAL AGREEMENT:	lient refuses to comply with the program rules, not make payment or payment arrangements in a
I authorize the release of any information relating to all claim and/or dependents. I further agree and acknowledge that me provider to submit claims for benefits, for services to be rendended every claim to be submitted for myself and/or depender signature (below) as if I had personally signed the particular maintaining up-to-date insurance information and agree to reinsurance benefits.	y signature on this account authorizes my dered, without obtaining my signature on each ots. I agree that I will be bound by this claim. I understand that I am responsible for
NOTICE OF PRIVACY PRACTICES/LIMITS OF CONFIDE	NTIALITY, CLIENT RIGHTS/PROGRAM
RULES: I acknowledge receipt of the Notice of Privacy Practices/Lim	its of Confidentiality Client Rights, and
Program Rules documents and have had limits of confidenti	
HIWG, PLLC., DOES NOT PROVIDE EMERGENCY/CRISI CRISIS ARISES, YOU ARE TO CALL 911 OR GO TO YOU	
I (we) have read and/or have been clearly explained the informed consent agreement and voluntarily accept the below. This agreement may be withdrawn at any time bu	m as stated or amended as specified
Expiration Date of Informed Consent for Service Delivery:	(not to exceed one year)
Client:	Date:
Legal Guardian:	Date:
Clinician:	Date:

Client Name:	DOB:	_ Parent/Guardian:
Paym	nent and Billing Po	olicy
made out to "Horizon Integrated	Wellness Group, PLLC." F ffered the opportunity to re	ercard/Discover credit cards. Checks should be Please do not make checks payable to your eceive a billing statement reflecting charges
copayments, coinsurance, dedu will make every effort to verify yo of services. However, we strong and notify us immediately of any your insurance coverage lapse of payment arrangements will need	ctibles, and any outstandir our insurance benefits on y ly recommend that you kee changes in order to preve or otherwise fail to financia I to be made in order to co	e Shield and UnitedHealthcare. All g balances are due at the time of service. We your behalf prior to and throughout the course ep up to date regarding your insurance policy ent a potential disruption in services. Should ly cover your services with HIWG, alternative ntinue receiving services. You will be uld your insurance plan fail to pay for
missed and for appointments ca cancellation notice from the star emailing your individual provider Please note that insurance comp may be waived if you are able to provider be able to accommodal rescheduled appointment you w	ed exclusively for you. The ncelled less than 24 hours time of your scheduled ap as soon as you think you panies will not reimburse for reschedule your appointme you. If your provider doe all be responsible for \$75.0 90-day period, you may be	e fee of \$75.00 is charged for appointments. We require a 24-business hour advance oppointment. We recommend calling and/or might be unable to keep your appointment. Or cancelled or missed appointments. This feement within 2 business days should your is not have availability to accommodate the 0. After two (2) late cancellations and/or e discharged from services at HIWG and
Rates Intake Session Fee: \$165.00 6		

Date

Clinician Signature

Date

Client/Legal Guardian

Client Name:	DOB:	Parent/Guardian:
С	redit Card on File	Authorization
Inform	nation to be Completed	l by the Cardholder
card specified below for		on Integrated Wellness, PLLC to charge the credit with include, but are not limited to, copayments, ssed appointments.
Client's Name:		
Cardholder's Full Nar (Exactly as it appears on ca	me:	
Card# (last 4 digits):		
Expiration Date:	_/ (month/year)
Card Type: Visa N	Mastercard Discover	American Express
credit card as "Signature on conclusion of participation in	File" for any balance due on	izon Integrated Wellness Group, PLLC to process the above my account. I understand this authorization will expire upon outstanding fees, including those related to copayments, pointments.

Date

Cardholder's Signature

Appendix D

New Client Feedback Form

Horizon Integrated Wellness Group, PLLC

* Required

We'd love to hear from you! We value your feedback on your visit this past month to help us grow. The survey is anonymous. Thank you for your honesty.

Mary Affee						
Leigh Ann Vojticek Rosie Wood						
Shannon Staiger						
Jen Candon						
Michael Moribe						
Stef Rowley Deanna						
=						
Tanya Adada Maraas						
Adaria Warner						
Deanna Groth						
Other:						
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Please consider the proce contact, phone calls, text r Mark only one oval.	ss from s nessage	start to f s, and e	inish. Th imails re	is could ceived f	rom us.	NO. TO HAVE

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	Could Use Improvement		\bigcirc	\bigcirc	\bigcirc	\bigcirc	Great	
5.	Do you have any sugges process?	tions or	recom	mendati	ions for	improv	ement on our digital int	ake
3.	What was your or your c	hild's ex	kperien	ce at yo	ur most	recent	visit? *	
	8 18			- 67				
	Is there anything else yo	u would	I like to	share, a	addition	ally, abo	out your experience?	
7.	Is there anything else yo	u would	l like to	share, a	addition	ally, abo	out your experience?	
7.	Is there anything else yo	1041 W.26564 TH	- 1000 1000 1000 1000 1000 1000 1000 10		addition	ally, abo	out your experience?	
			- 1000 1000 1000 1000 1000 1000 1000 10		addition	ally, abo	out your experience?	
8.		us?*			addition	ally, abo	out your experience?	

	Vould you like to be contac Mark only one oval.	cted about your survey?	
(Yes		
(○ No		
11. If a	you replied YES, please p and contact information yo	provide your name u prefer.	
owere G	ed by oogle Forms		

Appendix E

Literature Review

Introduction

Deciding to open a new business can be exciting, overwhelming, and an extremely rewarding venture. Becoming a small business owner with a well-organized plan in your chosen industry helps set the foundation for your dreams, passion, and vision. Burton and Obel (2018) asserted that an organization's strategy is defined by its values, mission, and vision as well as its goals and objectives. However, without a plan and a strategic organizational framework to build a solid bedrock for your company, you run the risk of merely sustaining only a dream or a vision. The term "small business owner" is a concept related to owning a small business which is defined by the company's workforce, sales volume, and organizational structure; it can be examined and assessed through several different scopes. For the purpose of this paper, the term "small business" will be used to describe a mental health private practice group. After conducting a literature review, the following themes that emerged in the research that are essential and relevant to a successful small business are as follows: business models, business plans, and wage and income structures. The discovery of the findings will be synthesized and summarized.

Businesses Models and Legal Structures

In the exploration of research, the review of literature that follows is the discovery of key indicators essential for small business success. The goal of any organization is to determine the best way to design and organize a structure that will create successful management to bring greater efficiency to a company as a whole. Small business owners are confronted with many challenges; however, planning and determining a structural framework in a new business venture are essential for success (efficiency and sustainability). It can be said that a design structure is

just as important as a business plan, if not more important. Emergent in the research related to small business start-ups and pre-operational constructs is the necessity to formalize an industry-specific business model/legal structure, business plan, and wage and income structures.

According to Burton and Obel (2018) a design of an organization has a significant impact on the performance of the organization; therefore, it is important to know how an organization should be designed.

With all the decisions needed for starting a new business, deciding on a legal structure for a company is critical and probably one of the most important decisions early on. Developing a legal structure is the primary task needed for any business venture. As with any business or company, mental health practices included are legally structured one of four ways. The most common forms of a business or company are sole proprietorship, partnership, corporation, and S corporation. Not only will this decision have an impact on how much a company pays in taxes, but it will also affect the amount of paperwork a business is required to do and the personal liability a company or business will face. Even after a business structure is decided, certain circumstances that make one type of business or company more favorable are always subject to changes in the laws. Brewer (2019) asserted that it makes sense to reassess a business from time to time to make sure the business or company is using a legal structure that provides the most benefits.

Just as important as the legal structure or company, so is the business model. Brewer (2019) explained the seven models typically used in private practice businesses:

- 1. *Sole practice model*. Clinicians exchange their time with clients for a fee, fee and client amounts vary, and growth comes from increase in clients and fee increase.
- 2. Co-op practice model. Two or more clinicians share the costs of running the practice

- and all clinicians share the cost of the practice and can support each other within the practice.
- 3. *Contract provider model*. Clinician provides clinical services for an established practice as an independent contractor and gets paid per client or a split fee.
- 4. *Group practice model*. Clinician owns the practice and hires contractors or employees to see clients, and growth comes from adding more clinicians to the group.
- 5. *Sublease model*. Clinician subleases office space, and growth comes from clinicians filling the office space.
- Employment model. Clinician simply works as an employee for an established
 practice and could receive benefits and salary and have less freedom and growth is
 dependent on raises.
- 7. *Nontraditional model*. Practice built on nontraditional service delivery methods like teletherapy and digital platforms.

After reviewing the literature as it relates to business structures, it can be surmised that small businesses must have a business model and a legal structure. More specifically, a mental health practice must fall into one of the models listed above and one of the four legal structures as noted above. A mental health practice does not have to remain in a fixed model or fixed legal structure, meaning the practice owner could restructure the business as a whole and utilize a different model should the goals and direction of the practice change (i.e., expand or downsize).

Developing an organizational structure as a framework to create the direction and movement towards desired goals and outcomes for the practice prior to opening can be an essential key indicator for successful operations.

Business Plans

Business plans can also be associated with taking the first steps in designing the pathway to a successful business. Business success requires careful planning and hard work. It can be said that a business plan is essentially a business operation on paper, with a purpose of documenting as much detail in how the venture or small business will operate in the market. A business plan is a necessary item needed to secure working capital from all lending institutions. A business plan is an organized document that includes a cover page, an executive summary, the business history, service or product description, the business structure, a financial plan, operational and management plan, a marketing plan, and market analysis, among many more. Haag (2013) eloquently explained that a business plan is the owner's road map to success and can be considered the blueprint of the business, a road map with a statement of goals and hopes, and a guideline to planned action. Haag also asserted that a business plan is the heart and soul of an operation and can be considered the most important set of documents for a successful business.

Hormozi et al. (2002) posited that essential elements to business's success are the identification of goals followed by a development of strategies to meet the goals, while a business plan is an effective and necessary tool to organize goals and objectives. According to Crawford-Lucas (1992), businesses that utilize business plans tend to be more successful. Small business owners without a business plan often react intuitively or reactively to business conditions, while having a sound business plan gives the small business owner the ability to maneuver more efficiently and change course when needed (Haag, 2013).

Wage and Income Structures: Independent Contractors Versus Employees

The research discussed here focuses on the wage and income structures essential for small businesses. Depending on a practice's business model, private practice wage and income

structures could look very different. Hired professionals fall into two categories: independent contractors or employees. It is critical that business owners establish whether the individuals they hire to perform services will be employees or independent contractors due to tax implications, general business liability, and other relative costs.

The business relationship that exists between the business owner and the individuals performing the services determines how to structure the payments (IRS, 2020). Moreover, the IRS (2020) specifically stated that facts provide evidence of the degree of control and independence. They fall into three categories: (a) behavioral – does the company control or have the right to control what the worker does and how the worker does his or her job; (b) financial – are the business aspects of the worker's job controlled by the payer who provides tools/supplies; and (c) type of relationship – are there written contracts or employee-type benefits (IRS, 2020).

Chesney (2019) asserted that it is not uncommon for group practice owners to prefer to hire clinicians or professionals as independent contractors in an effort to avoid some of the costs associated with employees, like Medicare taxes and Social Security taxes, unemployment compensation tax, workers' compensation insurance, overtime pay, and benefits (vacation, holiday and sick pay), as these can add an additional 20-30% to your payroll costs.

Brewer (2019) explained that independent contractors have more control over when or how they do their jobs, are typically paid per session, their taxes are filed through a 1099 form, and they are responsible for their own retirement planning, health insurance, etc. Employees are less independent; typically paid through a salary; taxes are filed through a W-2 form; and they are managed, required to attend staff meetings and trainings, and provided with employee benefits, vacation days, etc. (Brewer, 2019). Employment law creates a relationship of trust between the employer and employee. Implied in all employment agreements are duties of

personal service, obedience, fidelity, confidence, trust, and fairness (Drake, 2019). These are absent from the dealings between a contractor and the company or organization that hired them; and as a general rule, an employer is vicariously liable for the acts of an employee but may not be for the acts of an independent contractor (Drake, 2019). The information listed and discussed demonstrates the necessity to determine an income and wage structure prior to operating a small business.

Limitations and Directions for Future Research

Several of the articles found in the research were absent of reliable data for key indicators and directional procedures related mental health small business owners. More research needs to be developed in the area of mental health care providers, small business owners, and start-up private practices that demonstrates key indicators for successful outcomes. There is a considerable lack of research in both qualitative and quantitate studies related to best practices for opening mental health practices, whether a solo or group practice; however, the research did yield an abundant number of textbooks and eBooks related to mental health practice start-ups and "how to guides" to get started as a practice owner. Each text provided rich content on the author's experiences but failed with research studies to demonstrate effective key indicators or directional procedures for start-up operations and successful outcomes. Moreover, the content and structure within the textbooks was described at the author's discretion, which lacked consistency and empirical evidence to support best practices or key indicators and themes related to optimal structures and business models prior to start-up or sustainability for a practice. Furthermore, it can be said that mental health practitioners as small business owners need to be further explored. More specifically, research in the area of outcomes related to pre-operational and operational essentials to successful ownership (defining successful ownership) would be an

ideal platform and direction for future research.

Summary

The research discussed has provided a backdrop for a respective need for both qualitative and quantitative studies related to individuals (clinicians) as small business owners and the key indicators or procedures for opening, operating, and sustaining a successful private practice in the mental health industry. Additionally, the information gained from literature review search engines was abundant in the area of research studies related to the mental health of small business ownership. These studies offered empirical data to study, examine, and measure the mental health or physical well-being of small business owners. As noted earlier, the lack of research related to key indicators for successful business operations was absent.

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