

SequoiaSD

Thank you for choosing SequoiaSD as your Financial Management Service (FMS) provider. We are committed to ensuring the participant stays within their budget, monitoring fraud and abuse, and other services that ensure for best-in-class financial management services.

We are committed to providing the following services:

- FMS as Bill Payer (also known as the Fiscal Agent model): A participant may choose this model of FMS provider when goods or services are purchased from a business. The FMS providing services in this capacity writes checks and pays for goods and services listed in the IPP. No employer/employee relationship exists between the FMS, the service provider, or the participant. The business is responsible to provide the items or workers and the FMS provider writes the check for the goods or services provided. The business maintains the employer/employee relationship with any workers and therefore is responsible for all applicable employment laws and taxes and to obtain appropriate insurances (i.e., worker's compensation).
- Participant as Sole Employer: (also known as the Fiscal/Employer Agent) A participant may choose this model if they want to be the direct employer of those providing services. The FMS providing services in this model assists the participant to abide by all applicable employment laws, verifies provider qualifications and processes payroll. The participant is required to obtain any necessary insurances related to employment (i.e., worker's compensation).
- Participant and FMS as Co-Employer: A participant may choose this model if they want to share some of the employer roles and responsibilities with an FMS. While the FMS provider in this model is the employer of record, the participant maintains the ability to hire and terminate employees with input from the FMS provider. The FMS provider maintains the primary employer liability and required insurances. The FMS also assists by verifying provider qualifications and processing payroll.

34179 Golden Lantern Street, Suite 304
Dana Point, CA 92629

Monday through Friday: 9am- 5pm

Phone number: 949-301-9950

Fax number: 949-876-8753

Email address: info@sequoiasd.com

Description of services allowable

Sequoia's FMS support includes, but is not limited to, the following services:

Managing Payroll and Taxes:

- Creating payroll schedules for clients
- Process timesheets and/or claims
- Processing regular (bi-weekly) payroll for workers
- Processing ACH files, Direct Deposits
- Following State and Federal Wage and Hour Rules for regular and overtime pay
- Making adjustments to payroll when needed
- Filing new hire reports with appropriate State agencies
- Processing garnishments for Participant's workers
- Processing Cost Share payments for Participants (if applicable)
- Filing and depositing quarterly and annual reports (940, 941, 941x, Schedule R and B)
- Issuing W-2s to employees and 1099s to vendors at year end
- Filing and refunding FICA refunds per IRS rules
- Reporting unclaimed property per state guidelines
- Obtaining a FEIN as a Vendor Fiscal Employment Agent
- Employment verifications

Managing Budgets

- Verify services are HCBS Compliant with documentation from the Regional Center (RC) prior to issuing payment
- Review budgets on a regular basis to ensure participant has enough funds.
- Provide monthly budget reports to participants and service coordinators
- Sequoia will set up participants/representative in Sequoia's dashboard so the participant/representative can review their budgets on a regular basis.

Managing Participant Onboarding

- Providing new Participants with preformatted enrollment packets
- Processing IRS forms SS-4, 2678 and 8821
- Obtain EIN for Participant
- Processing applicable State Tax and State Unemployment Tax Applications
- Processing State Power of Attorney forms when applicable
- Education and coaching on various aspects of Self-Directed Programs, including:
 - Employment laws, overtime rules, timesheet and insurance requirements
 - How to review monthly budget reports as provided by the FMS
 - The requirements related to eligible goods and services, such as background checks, service verification, etc.

Managing Worker and Vendor Onboarding

- Process and review all worker backgrounds against program excluded crime policies
- Run and Compare Office of Inspector General (OIG) exclusion list against all active workers at the time of hire and monthly thereafter
- Provided training to workers and participants on how to complete paperwork correctly, how to be an employer (i.e., hiring, coaching, firing etc.) and the roles of F/EA, worker and participant in a Self-Directed Program
- Verify vendor licensure/certifications prior to services being performed and prior to the licensure/certification expiring (if applicable)
- Review and properly classify an individual as worker or independent contractor

Managing Workers Compensation/ Liability Insurance

- Processing Workers' Compensation Policy applications for each Participant
- Making timely payments of premiums
- Providing training for the client regarding Workers' compensation questions
- Acting as an ongoing resource to Participants for Workers' Compensation
- Performing the annual audit
- Processing any refunds or adjustments to premiums following the annual audit
- Sequoia will obtain Liability insurance

Employer's responsibilities Federal and State Regulations

To ensure that Sequoia stays in compliance with local, state and federal rules and requirements, Sequoia reviews www.irs.gov, www.uscis.gov, and www.dol.gov websites on a monthly basis. Sequoia staff reviews applicable forms, instructions, notices and publications on the aforementioned websites in relation to domestic workers, F/EA tasks, and household employees to ensure Sequoia is kept up to date with all state and federal guidelines.

Worker (Employee) on-boarding processing

When a participant has selected a Worker, SequoiaSD will begin the New Hire process within 2 business days. Upon receipt of the completed New Hire Paperwork, SequoiaSD will reach out to the Worker for required documents, setup training on timekeeping and payroll, and coordinate I9 verification with the Worksite Employer. If the representative is also an employee for the participant, SequoiaSD will complete the I9 verification. All documents will be stored in the SequoiaSD's storage site. SequoiaSD will link the Worker to the Participant and will be notified of ability to begin support.

Policy regarding background checks

Sequoia requires completion of all required state and federal background checks and exclusionary databases at the time the Worksite Employer wants to use a provider/vendor. This includes the Department of Human Service Office of Inspector General's Exclusionary list. Upon completion of the background check requirements, the worker, vendor (if applicable), and employer are notified that the worker, and vendor (if applicable) can begin on-boarding.

Service Provider/Vendor on-boarding process

When a vendor has selected a specific vendor, the vendor is given Sequoia's Vendor paperwork. Upon receipt of completed paperwork, Sequoia enters all information into the system, recording completion of all required paperwork as part of the setup checklist. If any required documents are missing or incomplete, the provider remains in a "pending" status until all documents are received.

While they are pending, no payments can be made to the vendor.

Timesheet entry (via electronic)

Electronic

Sequoia's eTimesheets module (EVVIE) allows Worksite Employer and Employees to submit timesheets electronically. eTimesheets has dual workflows that allows both Worker and Participant to create and edit a timesheet. The system tracks all actions on the timesheet and requires both parties to approve the timesheet before it migrates into our FMS system. Notification emails are generated during the approval process to notify parties when a timesheet is ready for approval.

Processing Payroll- Employees and Vendors

SequoiaSD processes payroll for workers are based on **semi-monthly** pay cycle. All payments are made via Direct Deposit/ ACH only.

- **1st - 15th**
- **16th - End of Month**

END OF THE MONTH INVOICES: For ongoing services billed at a monthly rate,

SEMI MONTHLY INVOICES: For less frequent services

***All invoice must be approved and submitted by the Participant/Authorized Representative

Memorandum of Understanding Between Worksite Employer and SequoiaSD

I, _____ [Worksite Employer's Full Name], am the _____ [relationship] of _____ [Participant Name] "Participant" I am responsible for "Participants" personal well-being and serve as the responsible party / designated person for services issued under the The Lanterman Act and authorizations provided by the Regional Center. I further acknowledge my duties as the Worksite Employer include but are not limited to:

- Providing a workplace free from hazards and comply with standards, rules and regulations issued under the Federal Occupational Health and Safety Act as well as any relevant state laws. Part of this responsibility includes the requirement that I regularly examine workplace conditions to make sure they conform to applicable OSHA standards. A copy of these standards can be found at www.osha.gov/laws-regs
- Supporting the new hire and vendor on-boarding process, including acquiring documentation, ensuring completion of the Enrollment Packet, submission of required documents, & verification of the I-9 Form for all staff;
- Ensuring that the individuals I choose to hire, are qualified and able to perform the job duties hire to complete. This includes a valid CPR/FA certification for Respite Workers/Personal Care Workers during the length of employment;
- If I choose to be a Care Provider as well as a Worksite Employer; this will not change my responsibilities as the Worksite Employer;
- Defining the job duties of the Care Provider including ensuring that the Care Provider is not engaging in services outside the scope of those authorized by the Regional Center. I will ensure my employee receives appropriate training and maintains all necessary certifications and/or licenses as required by DDS;
- I will supervise their day-to-day activities and evaluate the performance of my employee(s), providing appropriate feedback to ensure that I am receiving quality support;
- Providing SequoiaSD with the necessary documentation to assure timely compensation of my employee(s). I will sign off/approve any time sheets for hours worked by my employee(s). I understand falsifying time sheets will cause legal proceedings to be pursued;
- Establishing and monitoring a work schedule that ensures compliance with California labor laws for the Care Provider employee regarding overtime, meal and rest periods. I understand that Labor Code 1451(b)(2)(f) excludes any person who is employed pursuant to a voucher issued through a regional center and thus the Care Provider may be exempt from overtime, meal and rest period requirements imposed by California Wage Orders. I will:
 - minimizes overtime expense;
 - prevent the Care Provider from working 7 consecutive days in a work week.
- I agree to remain within the budget amount issued on the approved spending plan and understand that it is my responsibility to manage my budget to prevent overages to avoid an out-of-pocket expense.
- Providing SequoiaSD with at least 2 week's notice of the intent to terminate a Care Provider or immediately upon being notified by a Care Provider of his/her intent to resign, to ensure that SequoiaSD may process the final payroll in accordance with applicable law.

Memorandum of Understanding Between Worksite Employer and SequoiaSD cnt.

- Providing SequoiaSD with at least 2 week's notice of the intent to terminate a Care Provider or immediately upon being notified by a Care Provider of his/her intent to resign, to ensure that SequoiaSD may process the final payroll in accordance with applicable law.
- In compliance with the Affordable Health Care Act, SequoiaSD will offer eligible employees (FTE), medical health care coverage within the first 30 days of employment at the shared cost of the Participant and the Employee (50/50); SequoiaSD will process this benefit however, does not contribute to the cost.
- I understand that SequoiaSD, Inc. "SequoiaSD" is a Regional Center Vendor and has entered into an Agreement with the Regional Center as the Employer of Record for the Care Provider and will handle employment administration functions as outlined below.
 - Taking all steps necessary to become the Employer of Record, including registering the Care Provider with state and federal government agencies under Aveanna's name; collecting, reporting, and paying applicable federal, state and local payroll taxes for each Care Provider from Aveanna's account; and assuming sole responsibility for unemployment taxes and Care Provider's worker's compensation insurance
 - Payroll will be handled by SequoiaSD; this includes all necessary taxes, unemployment, and other withholdings from the employee's paycheck. Processing and paying wages based on hours and pay rate authorized by the Regional Center and hours approved by the Worksite Employer;
 - Maintaining all records in connection with employment, including time sheets, personnel files, payroll, and benefit records.
- As the Worksite Employer, responsible for the Care Provider's compliance with California labor and employment law, I agree to indemnify SequoiaSD against any and all claims, losses, damages, liabilities, costs and expenses, including attorney fees, that may arise from my actions as the Worksite Employer.
- This MOU constitutes the entire understanding between SequoiaSD and me, the Worksite Employer regarding the employment of the Care Provider and replaces all prior and agreements and understandings, written or oral, with respect to the Care Provider.

This MOU is effective as of the date signed by both parties. It will end when SequoiaSD is no longer obligated to act as Employer of Record to the Care Provider. Both parties have the right to terminate this MOU by giving written notice to the other.

The parties have executed this MOU on the dates shown below.

Worksite Employer Full Name

Worksite Employer Signature

Date

SequoiaSD Authorized Signer

SequoiaSD Signature

Date

SequoiaSD

CA Self Determination 2023 Employee & Vendor Payroll Schedule

Electronic Submission ONLY

Email questions to:

yvette@sequoiasd.com

Pay Period	Pay Period Starts	Pay Period Ends	Due Date	EFT/ACH Sent
1	12/16/22	12/31/22	01/03/23	01/10/23
2	01/01/23	01/15/23	01/18/23	01/25/23
3	01/16/23	01/31/23	02/03/23	02/10/23
4	02/01/23	02/15/23	02/21/23	02/24/23
5	02/16/23	02/28/23	03/03/23	03/10/23
6	03/01/23	03/15/23	03/20/23	03/24/23
7	03/16/23	03/31/23	04/03/23	04/10/23
8	04/01/23	04/15/23	04/18/23	04/25/23
9	04/16/23	04/30/23	05/03/23	05/10/23
10	05/01/23	05/15/23	05/18/23	05/25/23
11	05/16/23	05/31/23	06/05/23	06/09/23
12	06/01/23	06/15/23	06/20/23	06/23/23
13	06/16/23	06/30/23	07/03/23	07/10/23
14	07/01/23	07/15/23	07/18/23	07/25/23
15	07/16/23	07/31/23	08/03/23	08/10/23
16	08/01/23	08/15/23	08/18/23	08/25/23
17	08/16/23	08/31/23	09/05/23	09/08/23
18	09/01/23	09/15/23	09/18/23	09/25/23
19	09/16/23	09/30/23	10/03/23	10/10/23
20	10/01/23	10/15/23	10/18/23	10/25/23
21	10/16/23	10/31/23	11/03/23	11/09/23
22	11/01/23	11/15/23	11/20/23	11/24/23
23	11/16/23	11/30/23	12/04/23	12/08/23
24	12/01/23	12/15/23	12/18/23	12/22/23
2024				
1	12/16/23	12/31/23	01/03/24	01/10/24
2	01/01/24	01/15/24	01/18/24	01/25/24

Employee Responsibilities

I, _____ (Employee), am aware and agree that my employment is conditioned on my employer's participation in the CA Self Determination Program. If my employer ends their participation in the CA Self Determination Program, my employment may end. I agree to the following terms of employment:

- I agree to the following compensation for the services I shall perform: \$ _____ an hour. *Additional rates including but not limited to overtime pay may apply.
- During the term of this Agreement, I shall provide support to my employer by performing the duties outlined in this agreement and any attachments to it. I will maintain required certifications/licenses required to perform my duties.
- I agree to assist my employer in maintaining the documentation and records required. I agree to complete all necessary paperwork to secure mandatory payroll deductions from my pay. I agree to complete and maintain all necessary certifications and documentation necessary for employment.
- All records I may have or assist in maintaining are the property of my employer. I will keep these records confidential, release them only with the consent of my employer, and return them to my employer if my employment ends. I further understand that it is my responsibility to notify SequoiaSD within 24 hours and submit any and all required reports (i.e. SIR) as directed.
- I shall immediately notify a physician, or call 9-1-1 if my employer experiences a medical emergency or illness. I understand that if my participant goes into the hospital, or other medical care setting, I cannot be paid during their absence. I will notify SequoiaSD and submit the requires Special Incident Report within 24 hours.
- I agree to abide by all of my employer's rules regarding my employment duties to the employer through the CA Self Determination Program including but not limited to:
 - I will not provide support outside of the contracted services during my working hours.
 - I will document time-in and time-out for each shift using the electronic timekeeping system, which SequoiaSD will supply.
 - I will not submit time sheets for any hours of work I have not performed, if so, falsifying time sheets will cause legal proceedings to be pursued, and retraction of funds issued.
- I understand that this is an employment at will relationship, which can be terminated by me or my employer at any time. However, my employer cannot terminate my employment on the basis of my race, religion, sex, disability, or other protected status under Federal or state law.
- I understand and acknowledge that under the Co-Employer model, SequoiaSD and the Participant are BOTH my employers. I understand that under the Sole Employer model, SequoiaSD is not my employer. I agree to participate in any meetings if requested to do so by my employer.
- I hereby acknowledge and agree that any disputes or claims arising out of or relating to my employment with SequoiaSD shall be resolved through arbitration. I understand and agree to waive my rights to pursue litigation in court or participate in class action lawsuits. This agreement to arbitration is voluntary and does not in any way affect the other terms and conditions of my employment contract with SequoiaSD.

I acknowledge and understand the role and responsibility of the employees as stated above. I further understand that the employees are provided this document to acknowledge and sign in their on-boarding packet.

Participant/Worksite Employer Signature: _____ Date: _____



RELEASE OF CONFIDENTIAL INFORMATION AUTHORIZATION FORM

This form authorizes SequoiaSD Financial Management Services (FMS) to disclose any information regarding the services you receive, wages and payment information for your workers and/or anything else related to your service and support plan. You have the right to revoke this Authorization by providing FMS with written notice of revocation.

AUTHORIZATION

I, _____, on behalf of _____ hereby authorize SequoiaSD FMS or any of its staff to disclose, by any acceptable means, information regarding the services I receive, wages and payment information for my workers, including fax or email, and/or anything else related to my service and support plan described as follows:

Regional Center - Orange County

DDS

***This authorization does not grant the individual authority to sign off on timesheets or any other program-related documents.**

Participant or Legal Representative Name (*Please Print*): _____

Participant or Legal Representative Signature: _____



CA Self Determination
Provider Rate Agreement Form

Instructions: Fill out each section as appropriate for each employee as written in the SPENDING PLAN. If your plan is not approved, please fill in with the names of those you intend to hire. **This can change.

Participants Name: _____ UCI #: _____

Rate Agreement Information

If there are no current employees, please check here:

Employee Name	Service Type	Service Code	Wage	Per
Julia Roberts	Ex: Community Living Supports	320	25	Hour

Employees with additional/ differential pay rates need prior authorization from SequoiaSD. If approved, please list separately . Please notify us if you need an additional form.

Participant /Authorized Representative: _____

Participant /Authorized Representative: _____

SequoiaSD will facilitate all Participant Directed Goods and Services Purchases as follows:

- 1) All request must be included on the APPROVED SPENDING PLAN
- 2) All request must be submitted through the SequoiaSD Participant Directed Purchase Request Form
SequoiaSD Participant Directed Purchase Request Form
- 3) All request will be processed within 2 weeks of receiving the request
 - a) If this is an urgent (health and safety) need, email the office for a quicker processing time.
- 4) SequoiaSD will not authorize ANY reimbursements
- 5) SequoiaSD will not pick up or deliver and goods
- 6) SequoiaSD will not house goods for pickup
- 7) SequoiaSD is not responsible for dissatisfaction with the goods or service if ordered correctly.

In an effort to continually improve your experience, we are listing the most common questions asked about the services we provide, along with the answers. We hope this will enhance your experience and help you in your efforts to order what you need.

Frequently Asked Questions

- Can the member order more than one item on the Purchase Request Form?

Yes, as long as the items are ordered from the same website/company the participant can order more than one item. If there are multiple items from multiple websites/companies, a separate request needed.

- Why is Sales Tax being charged on the participants order?

Sales tax is required by law to be collected unless the item being purchased is clearly a tax-exempt item. SequoiaSD collects sales tax on all taxable items whether or not the website/ company charges sales tax. The participant and SequoiaSD are required by law to pay sales tax.

- Is there a minimum dollar amount required for an order?

No, we do not require a minimum dollar amount for the order.

- How are returns handled?

The participant /authorized representative is responsible for researching and selecting the item/s and as a result should make certain that the item will meet their needs. In addition, some items are non-returnable, and it is the participant's responsibility to make sure they are selecting the correct item/size before placing the order. If an item is defective or damaged, SequoiaSD will assist with the facilitation of the return but it is ultimately the responsibility of the participant/authorized representative.

- If the participant is wanting to return an item because it is the wrong size or not what they wanted, SequoiaSD will not assist in returning the item.

Complaint and Grievance Procedure

The purpose of these processes is to provide a clear, orderly and expedient process through which all program stakeholders may process complaints and grievances. Complaints and Grievances made to SequoiaSD ("Sequoia") should involve a process, decision or issue involving Sequoia. If the complaint or grievance involves a different agency, Sequoia will ensure the proper personnel at that agency receive necessary information.

Complaints and Grievances: If you have a complaint or grievance regarding a payment, participant, worker, provider or anything else, please contact Sequoia. A complaint is an expression of dissatisfaction and can involve many different issues, including but not limited to, the quality of service and payments (timesheet and claims denials), issues with delay in processing paperwork or issues with Sequoia staff. Grievances be filed regarding decisions to fully or partially deny payment for a submitted invoice/claim or to appeal the decision of the Complaint Review Committee. Grievances may not be used to appeal the background check determination.

General Information about complaints and grievances: You may file a complaint or grievance over the telephone by calling (949) 301-9950 or you may send a written complaint via:

Fax: (949) 876-8753

Email: info@sequoiasd.com

Mail: 34179 Golden Lantern Ste 304 , Dana Point, CA 92629

Complaints and Grievances must be filed within 180 days of the date you receive a timesheet or claim denial or within 180 days of the event that is prompting your complaint or grievance.

Complaint Process

What	When	Details
Acknowledgment Letter	Upon receipt of your oral or written grievance	Sequoia will provide you and your representative with written confirmation of receipt of the complaint
Internal Complaint Review Process	Within 5 days of receipt of your complaint	The Complaint Review Committee will investigate the details of the grievance
New Information	Within 5 calendar days of receipt of new or additional evidence	If the committee receives additional information when reviewing your complaint, we will provide that information to you; allowing you time to respond before issuing our decision
Complaint Review Committee Determination Letter	Within 5 business days of the decision	Sequoia will send written notification of the Complaint Review Committee Decision

Grievance/Appeal Review Process

What	When	Details
Acknowledgment Letter	Upon receipt of your oral or written grievance	Sequoia will provide you and your representative with written confirmation of receipt of the grievance
Internal Grievance Review Process	Within 30 days of receipt of your grievance	Grievance Review Committee will investigate the details of the grievance
New Information-Appeal	Within 5 calendar days of receipt of new or additional evidence	If the committee receives additional information when reviewing your grievance, we will provide that information to you; allowing you time to respond before issuing our decision
Grievance/Appeal Review Committee Determination Letter	Within 5 business days of the decision	Sequoia will send written notification of the Grievance Review Committee decision

SAMPLE FORM:

Complaint and Grievance Form

This form is used by program stakeholders to file a complaint or grievance with SequoiaSD, Inc ("Sequoia"). Complaints and Grievances made to Sequoia should involve a process, decision or issue involving Sequoia. Please see Complaint and Grievance Procedure for difference between a complaint and grievance. If the complaint or grievance involves a different agency, Sequoia will ensure the proper personnel at that agency receive necessary information.

Submission:

Fax: (949) 876-8753

Email: info@sequoiasd.com

Mail: 34179 Golden Lantern Ste 304, Dana Point, CA 92629

Section I – General Information:

Complaint or Grievance (circle one)

Member's Name: _____

Date of Birth: _____

Phone Number: _____

Email Address: _____

Section II – Summary:

Please provide a description of events that led to you filing your complaint/grievance. Please include specifics such as persons involved, dates, times and all other importation information.

Statement regarding Regional Center's SIR reporting procedure

Sequoia has reviewed the Special Incident Reporting requirements available on the Regional Center of Orange County's website. Any incident that that occurs which falls on the detailed list of events found on the Special Incident Report Form will:

1. Within **24** hours of becoming aware of a special incident, Sequoia will verbally notify RCOC of the incident via phone at (714) 796-5333
2. Within **48** hours of becoming aware of a special incident, Sequoia will submit to the RCOC a Special Incident Report Form via email to SIRemail@rcocdd.com or via fax to (714) 796-5335

Furthermore, Sequoia has reviewed the 13-step process outlined on the RCOC website under *Special Incident Reporting Procedures* and commits to completing those steps to ensure that the report is accurate and completed correctly.