



SequoiaSD

Part of the AssuranceSD family

CALIFORNIA SELF-DETERMINATION PROGRAM PARTICIPANT CHECKLIST CO-EMPLOYER

DOCUMENT NAME
Memo of Understanding
Release of Confidential Information
Direct Care Professional Rate Agreement
On Duty Meal and Rest Periods

Note:

Please ensure all **REQUIRED** documents are filled out accurately before submitting them for processing.



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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.
- **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.
- **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.

SequoiaSD

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

Monday through Friday: 8am- 4:30pm

Phone: 949-301-9950

Fax: 949-876-8753

Email: info@sequoiasd.com



SequoiaSD'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.
- SequoiaSD will set up participants/representatives in SequoiaSD'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, and 2678
- 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-Determined 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-Determined 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
- SequoiaSD will obtain Liability insurance

Employer's Responsibilities Federal and State Regulations

To ensure that SequoiaSD stays in compliance with local, state and federal rules and requirements, SequoiaSD reviews www.irs.gov, www.uscis.gov, and www.dol.gov websites on a monthly basis. SequoiaSD 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 SequoiaSD 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 I-9 verification with the Worksite Employer. If the representative is also an employee for the participant, SequoiaSD will complete the I-9 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

SequoiaSD 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 participant has selected a specific vendor, the vendor is given SequoiaSD's Vendor paperwork. Upon receipt of completed paperwork, SequoiaSD 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

SequoiaSD'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 invoices must be approved and submitted by the 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
4. If this is an urgent (health and safety) need, email the office for a quicker processing time.
5. SequoiaSD will not authorize ANY reimbursements
6. SequoiaSD will not pick up or deliver and goods
7. SequoiaSD will not house goods for pickup
8. 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 nonreturnable, 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.



Memorandum of Understanding Between Representative/Employer and SequoiaSD

Representative/Employer Name: _____

Relationship of Representative/Employer to Participant: _____

I am responsible for "Participants" personal well-being and serve as the responsible party / designated person for services issued under The Lanterman Act and authorizations provided by the Regional Center. I further acknowledge my duties as the 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 an Employer; this will not change my responsibilities as the 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.

MEMORANDUM OF UNDERSTANDING (MOU)
CO-EMPLOYER (continued)

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 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 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 SequoiaSD's name; collecting, reporting, and paying applicable federal, state and local payroll taxes for each Care Provider from SequoiaSD'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 Employer;
- Maintaining all records in connection with employment, including time sheets, personnel files, payroll, and benefit records.

As the 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 Employer.

This MOU constitutes the entire understanding between SequoiaSD and me, the 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.

Print Name (Participant/Representative): _____

Participant/Representative Signature: _____ Date: ____ / ____ / ____

Print Name (SequoiaSD Authorized Signer): _____

SequoiaSD Signature: _____ Date: ____ / ____ / ____



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RELEASE OF CONFIDENTIAL INFORMATION AUTHORIZATION FORM CO-EMPLOYER

This form authorizes SequoiaSD 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 SequoiaSD with written notice of revocation.

AUTHORIZATION

I, _____, on behalf of _____ I hereby authorize SequoiaSD 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:

1. DDS
2. Regional Center: _____
3. Other: _____
4. Other: _____
5. Other: _____

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

Print Name (Participant/Representative): _____

Participant/Representative Signature: _____ Date: ____ / ____ / ____

Print Name (SequoiaSD Authorized Signer): _____

SequoiaSD Signature: _____ Date: ____ / ____ / ____



DIRECT CARE PROFESSIONAL RATE AGREEMENT CO-EMPLOYER

Instructions: Fill out each section as appropriate for each Direct Care Professional (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.

Participant/Representative Name: _____

RATE AGREEMENT INFORMATION

If there are no current Direct Care Professionals (employees), please check here:

Direct Care Professional Name	Service Type	Service Code	Wage	Per
<i>Example</i>				
<i>Julia Roberts</i>	<i>Community Living Supports</i>	<i>320</i>	<i>\$25</i>	<i>Hour</i>

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

Print Name (Participant/Representative): _____

Participant/Representative Signature: _____ Date: ____ / ____ / ____

Print Name (SequoiaSD Authorized Signer): _____

SequoiaSD Signature: _____ Date: ____ / ____ / ____



ON-DUTY MEAL AND REST PERIODS CO-EMPLOYER

In California, employees are entitled to certain meals and rest periods based on the length of their work shifts. Here are the general guidelines for meal and rest periods:

1. Meal Periods:

- Shifts of more than 5 hours: Employees are entitled to a 30-minute uninterrupted meal break. This break should be provided no later than the end of the employee's fifth hour of work.
- Shifts of more than 10 hours: If the employee's shift extends beyond 10 hours, they are entitled to a second 30-minute meal break. This second meal break should be provided no later than the end of the employee's tenth hour of work.
- Meal breaks are unpaid, and the employee should be relieved of all work duties during this time.

2. Rest Periods:

- Shifts of more than 3.5 hours: Employees are entitled to a 10-minute rest break for every 4 hours (or major fraction thereof) worked.
- Rest breaks should be provided in the middle of each work period if feasible.
- Rest breaks are paid time, and the employee should be free to use this time for their own personal activities.

By signing this acknowledgment, I confirm the nature of my position as a domestic service worker/ personal attendant, requires my support and supervision at all times. Failure to provide said level of support poses a health and safety risk for the person served. Therefore, I acknowledge my meal period as a paid, on-duty meal period.

I understand that I have the right to decline this on-duty meal period without facing any adverse consequences and will ensure that my work shifts are less than 5 hours; this would not require a meal period.

Agreement Duration: This authorization for on-duty meal period entitlement will remain in effect until either party decides to terminate it. I understand that I have the right to decline this on-duty meal period without facing any adverse consequences and will ensure that my work periods are less than 5 hours.

Print Full Name (DCP): _____

Direct Care Professional Signature: _____ Date: ____ / ____ / ____

Print Full Name (Participant/Representative): _____

Participant/Representative Signature: _____ Date: ____ / ____ / ____

Print Full Name (SequoiaSD Representative): _____

SequoiaSD Representative Signature: _____ Date: ____ / ____ / ____



- Time must be recorded **LIVE** and through the **EVVIE APP** only.
- You must clock **IN** and **OUT** of **EACH SHIFT**.
- If you work more than one service code, you must clock OUT before beginning the next service code.
- All shifts must be **APPROVE LOCKED** by the Participant/Representative.
- If an adjustment was made by the Participant/Representative you must **APPROVE LOCK** that shift.
- All timesheets must be received by the deadline below.
- All mileage (if approved) must be added to the NOTES feature on **EACH** shift.
- Mileage log must be sent to the Participant/Representative for approval.
- Approved Mileage log must be sent to SequoiaSD for processing by the Participant/Representative
- Any shift not **APPROVE LOCKED**, will not transmit over to FMS and will not be paid until this is completed.

Pay Period	Pay Period Starts	Pay Period Ends	Timesheets Due	Payment/EFT Sent
1	01/01/24	01/15/24	01/18/24	01/23/24
2	01/16/24	01/31/24	02/03/24	02/09/24
3	02/01/24	02/15/24	02/18/24	02/23/24
4	02/16/24	02/29/24	03/03/24	03/08/24
5	03/01/24	03/15/24	03/18/24	03/25/24
6	03/16/24	03/31/24	04/03/24	04/10/24
7	04/01/24	04/15/24	04/18/24	04/25/24
8	04/16/24	04/30/24	05/03/24	05/10/24
9	05/01/24	05/15/24	05/18/24	05/24/24
10	05/16/24	05/31/24	06/03/24	06/10/24
11	06/01/24	06/15/24	06/18/24	06/25/24
12	06/16/24	06/30/24	07/03/24	07/10/24
13	07/01/24	07/15/24	07/18/24	07/25/24
14	07/16/24	07/31/24	08/03/24	08/09/24
15	08/01/24	08/15/24	08/18/24	08/23/24
16	08/16/24	08/31/24	09/03/24	09/10/24
17	09/01/24	09/15/24	09/18/24	09/25/24
18	09/16/24	09/30/24	10/03/24	10/10/24
19	10/01/24	10/15/24	10/18/24	10/25/24
20	10/16/24	10/31/24	11/03/24	11/08/24
21	11/01/24	11/15/24	11/18/24	11/25/24
22	11/16/24	11/30/24	12/03/24	12/10/24
23	12/01/24	12/15/24	12/18/24	12/23/24
24	12/16/24	12/31/24	01/03/25	01/10/25



Name: _____ Effective Date: ____ / ____ / ____

Last 4 Digits of SSN: ____ - ____ - ____
(Employee only)

Participant's/Representative's Name: _____

Instructions: After completing the section above in full, complete ONLY the updated sections below then sign and date. Please submit the completed form to SequoiaSD via one of the following options:

Mail

34179 Golden Lantern
Suite 304
Dana Point, CA 92629

Email

SequoiaHR@SequoiaSD.com

Fax

949.876.8753

SECTION 1

New Name: _____

Please submit an updated ID when requesting a name change.

SECTION 2

Address: _____

New

Add

SECTION 3

Phone Number: _____

New

Add

SECTION 4

Email: _____

New

Add

SECTION 5

Last Day Worked: ____ / ____ / ____ Termination Reason: _____

(Optional)

Re-hire Date: ____ / ____ / ____

Print Full Name (Direct Care Professional): _____

Direct Care Professional Signature: _____ Date: ____ / ____ / ____

Print Full Name (Participant/Representative): _____

Participant/Representative Signature: _____ Date: ____ / ____ / ____