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VISTA INSURANCE & FINANCIAL SERVICES
Bookkeeping & Payroll Division
A Marinia Group Company

PAYROLL SERVICES POLICY & PROCEDURES

(“*VistaIFS Payroll Policy*”)

Effective Date: _____

This Payroll Services Policy & Procedures document (“Payroll Policy”) describes how Vista Insurance & Financial Services, Bookkeeping & Payroll Division (“VistaIFS,” “we,” “us”) administers payroll services for the Client (“Client,” “you”).

This Payroll Policy is incorporated by reference into the **VistaIFS Letter of Engagement – Bookkeeping & Payroll** (“LOE”). In the event of any conflict, the signed LOE and the Subscription Billing & Refund Policy will control.

VistaIFS provides professional bookkeeping and payroll administration services using **QuickBooks Online** and **QuickBooks Payroll** (and, when needed, integrated applications). VistaIFS is not a law firm and does not provide legal advice. Clients are encouraged to consult their own CPA and/or attorney on tax, HR, and employment-law questions.

1. Scope of Payroll Services

1.1 VistalFS provides **payroll administration services** through the Client's own QuickBooks Payroll account, including:

- Maintaining active employee records in QuickBooks Payroll.
- Processing scheduled payroll runs based on the agreed payroll calendar.
- Entering approved hours, salary amounts, and approved payroll changes supplied by the Client.
- Initiating regular payrolls through QuickBooks Payroll on the agreed pay dates once all required data and approvals are received on time.
- Providing basic reports from QuickBooks (payroll summaries, liability summaries, etc.) upon request.

1.2 VistalFS does **not** serve as the employer of record, co-employer, or PEO. The Client remains solely responsible for all employment decisions, wage rates, schedules, terminations, and HR compliance.

1.3 Government payroll tax deposits and filings (e.g., Forms 941, 940, state equivalents) are typically generated and filed by **QuickBooks Payroll/Intuit** under the Client's subscription settings. VistalFS will help configure these settings but is not the filer of record unless expressly stated in the LOE.

2. Technology Platform & Access

2.1 Payroll is processed within the Client's own **QuickBooks Online + QuickBooks Payroll** subscription. The Client is responsible for subscription fees billed directly by Intuit.

2.2 Client agrees to:

- Maintain an active QuickBooks Payroll subscription with sufficient permissions for VistalFS to administer payroll.
- Invite VistalFS as Accountant/Payroll Admin using the email: **Support@VistalFS.com**.
- Notify VistalFS promptly if access credentials, admin rights, or company ownership change.

2.3 If QuickBooks Payroll is unavailable due to subscription lapses, bank connection issues, or Intuit outages, VistalFS is not responsible for delayed payrolls or penalties arising solely from such outages.

3. Client Responsibilities

3.1 The Client remains the **employer of record** and is responsible for:

- Setting wage rates, salaries, bonuses, and commission plans.
- Determining employee vs. contractor status.
- Ensuring compliance with federal, state, and local wage and hour laws.
- Providing accurate and complete employee information (legal name, address, SSN/ITIN, tax elections, garnishments, etc.).
- Approving payroll prior to each run.

3.2 The Client agrees to provide all payroll inputs on time, including:

- Approved hours and/or salary changes.
- New hire information and start dates.
- Termination dates and final pay instructions.
- Approved bonuses, stipends, or reimbursements.

3.3 VistalFS relies on the data supplied by the Client. If the Client provides incomplete or inaccurate information, the Client is responsible for any resulting corrections, penalties, or interest.

4. VistalFS Responsibilities

4.1 Within the scope of this Payroll Policy, VistalFS will:

- Assist with initial QuickBooks Payroll configuration (company settings, pay schedules, pay types, deductions, and benefits) based on information provided by the Client.
- Maintain the payroll calendar(s) agreed upon with the Client.
- Process payroll runs once required information and approvals are received by the stated deadlines.
- Support employee onboarding in QuickBooks by sending electronic invitations and tracking completion status.
- Coordinate with the Client on any rejected bank drafts or failed payrolls and assist with reprocessing once corrected.

4.2 VistalFS will use commercially reasonable efforts to process payrolls accurately and on time, provided the Client meets all deadlines and requirements in this Policy.

5. Payroll Calendar & Deadlines

5.1 The Client's pay frequency (e.g., weekly, bi-weekly, semi-monthly, or monthly) will be defined in the LOE or onboarding notes.

5.2 **Standard cut-off times** (unless otherwise agreed in writing):

- **Hourly time data and changes:** due **2 business days** before the scheduled pay date, by 12:00 noon (Client's time zone).
- **New hires and terminations:** notice due **3 business days** before the scheduled pay date.
- **Bonus, commission, or off-cycle items:** as early as possible, but no later than 3 business days before the requested pay date.

5.3 If information is received after these deadlines, VistalFS may:

- Move the item(s) to the next regular payroll; or
 - Process an off-cycle payroll, subject to additional fees described in Section 11.
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6. New Hires & Employee Onboarding

6.1 The Client will notify VistalFS of every new hire by providing:

- Legal name
- Personal email address
- Start date and work location (state)
- Pay rate and pay type (hourly/salary)
- Any special pay types or benefits

6.2 VistalFS will:

- Enter the new hire into QuickBooks Payroll, or
- Send an electronic onboarding invitation via QuickBooks, allowing the employee to enter their own tax and banking details in a secure portal.

6.3 The Client is responsible for:

- Ensuring that all required employment forms (e.g., I-9, W-4, state equivalents) are completed and stored as required by law.
 - Providing any required notices to employees at hire (state or local notices, employee handbooks, etc.).
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7. Changes, Terminations & Off-Cycle Payroll

7.1 **Changes to pay rates, status, or schedules** must be communicated in writing (email is acceptable) before the relevant payroll cut-off.

7.2 For **terminations**, the Client must provide:

- Employee's name
- Last day worked

- Whether any unused PTO or special payouts apply
- State-specific timing requirements if known (e.g., same-day final pay in some jurisdictions)

7.3 VistalFS will make commercially reasonable efforts to process final pay according to applicable timelines if the Client provides timely notice.

7.4 Off-cycle or special payroll runs (e.g., bonus-only checks, emergency payouts, late approvals) may incur additional fees as outlined in Section 11.

8. Registrations, Tax Filings & Notices

8.1 The Client is responsible for obtaining and maintaining all required:

- Federal EIN
- State payroll tax accounts
- State unemployment accounts
- Local or city tax accounts, where applicable

8.2 VistalFS may assist with tracking account numbers and entering them into QuickBooks Payroll, but the Client remains responsible for:

- Registering with agencies
- Responding to agency letters and notices
- Ensuring all required accounts remain active and in good standing

8.3 In most cases, **QuickBooks Payroll/Intuit**, not VistalFS, will:

- Calculate payroll tax withholdings
- Debit tax liabilities from the designated bank account
- File periodic returns and annual forms (e.g., Forms 941, 940, W-2/W-3)

8.4 VistalFS will assist with:

- Reviewing agency notices
- Helping reconcile QuickBooks to notices
- Providing supporting reports

However, VistalFS is not responsible for penalties or interest arising from agency system delays, mail issues, or Client delays in forwarding notices.

9. Data Security & Confidentiality

9.1 VistalFS will use commercially reasonable safeguards to protect payroll data, including use of secure portals, encrypted platforms, and limited-access accounts.

9.2 Sensitive information (such as full bank account numbers) will not be requested or retained via email. Wherever possible, such information will be entered directly into QuickBooks Payroll by the Client or by the employee through a secure Intuit portal.

9.3 VistalFS will only share payroll data with:

- Authorized Client contacts
 - Employees, for their own pay information
 - Third-party vendors as explicitly authorized by the Client (e.g., benefits providers, retirement plan administrators)
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10. Fees & Billing

10.1 Payroll services are billed as an **add-on** to your monthly bookkeeping subscription and follow the same **Subscription Billing & Refund Policy**.

10.2 Payroll Add-On Pricing (Standard)

VistalFS offers the following standard payroll tiers. All fees are billed **monthly in advance** via QuickBooks Payments (with Stripe available as a backup processor if needed):

- **Tier 1 – Small Payroll**
 - Up to **5 employees**
 - Monthly fee: **\$99/mo**
 - Includes regular scheduled payroll runs and basic support
- **Tier 2 – Growing Payroll**
 - Up to **10 employees**
 - Monthly fee: **\$149/mo**
- **Tier 3 – Expanded Payroll**
 - Up to **20 employees**
 - Monthly fee: **\$199/mo**
- **Custom Payroll – 21+ Employees**
 - Pricing by separate proposal, based on complexity, locations, and headcount.

10.3 Optional services that may incur additional fees:

- Off-cycle payroll runs (outside the regular schedule)
- Special one-time bonus or commission runs
- Complex multi-state configurations
- Retroactive corrections requiring manual adjustments across multiple periods
- Third-party system integrations beyond standard QuickBooks connectors

10.4 Fees are:

- **Billed monthly in advance** via QuickBooks Payments (card or ACH), or
- Charged to the card/bank account authorized via the Payment Authorization form on file, or

- Processed via Stripe only if QuickBooks Payments is not available for a particular card/bank or region.

10.5 All payroll fees are subject to the same **no-refund** and **subscription billing** rules described in the Subscription Billing & Refund Policy.

11. Service Limitations & Exclusions

Unless expressly stated in the LOE, VistaIFS does **not** provide:

- HR consulting or employee relations services.
- Legal advice on employment law, wage and hour rules, or termination risk.
- Retirement plan administration, benefits carrier administration, or COBRA administration.
- PEO, co-employment, or employer-of-record services.

VistaIFS can refer the Client to benefits brokers, HR consultants, or legal professionals upon request but does not supervise their work or assume liability for their advice.

12. Errors, Corrections & Disputes

12.1 If the Client believes a payroll has been processed incorrectly, the Client must notify VistaIFS in writing as soon as possible (ideally within 3 business days of pay date).

12.2 VistaIFS will:

- Investigate the discrepancy,
- Propose a corrective entry or off-cycle run where appropriate, and
- Coordinate with the Client to minimize disruption to employees.

12.3 If the error results from incorrect or incomplete information provided by the Client, the Client is responsible for any penalties, interest, or additional processing fees.

13. Suspension or Termination of Payroll Services

13.1 VistalFS may temporarily suspend payroll services if:

- Subscription fees are past due,
- Access to QuickBooks is revoked or limited, or
- Required documents (such as tax account numbers or agency approvals) are missing.

13.2 Either party may terminate payroll services as provided in the LOE. Upon termination:

- VistalFS will complete any payroll run that has already been approved and scheduled, if feasible.
 - VistalFS will provide reasonable cooperation to assist with transition to another provider.
 - The Client remains responsible for any outstanding payroll fees and agency obligations.
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14. Notices & Contact

All notices related to this Payroll Policy may be sent electronically to:

Support@VistalFS.com

The Client's notice email address will be the address listed as the primary contact in the LOE unless updated in writing.

15. Acknowledgment & Signature

By signing below, the Client acknowledges that they have read, understood, and agree to be bound by this Payroll Services Policy & Procedures document. This Payroll Policy is incorporated into and governed by the terms of the VistalFS Letter of Engagement – Bookkeeping & Payroll and the Subscription Billing & Refund Policy.

Client / Company Name: _____

Authorized Representative (Print): _____

Title: _____

Signature: _____

Date: _____

Vista Insurance & Financial Services

Bookkeeping & Payroll Division

A Marinia Group Company

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____