

New Haven, CT: What to Do If You Have Not Filed Tax Returns

BY [ERIC L. GREEN](#)

Education & Training with Tax Rep LLC



I represent taxpayers in New Haven and the rest of Connecticut who have [civil and criminal tax issues](#), and have recently seen an uptick in those folks coming to us who **have not filed tax returns**, some for many years. In fact, the **non-filer** issue is a major priority for the IRS, who have stated publicly that they have identified more than 7 Million taxpayers who have **failed to file returns**, and that the IRS plans to roll-out an initiative to target these tax scofflaws.

In addition, it is worth noting that the **willful failure to file a tax return** is a [federal tax crime](#) under the **Internal Revenue Code's Section 7203**.

So what can **non-filers** do, and how can we help them get their tax return issue resolved with the IRS? It depends upon why they failed to file in the first-place.

If the **failure to file the tax returns** was a lack of money (ie, they realized they would be unable to pay the tax liability reflected on the tax return and so chose not to file) then we can get those returns filed and begin working on a tax resolution for them to resolve the back tax balance, including [Installment Agreement](#), [Offer-in-Compromise \("OIC"\)](#), or [have their account placed in uncollectable status](#).

If the taxpayer's **failure to file** was intentional and for other reasons, such as cash payments to undocumented workers, then the way to resolve the issue and avoid a **criminal tax referral** is by utilizing the **IRS's Voluntary Disclosure Program**. By doing a **voluntary disclosure** the taxpayer can come in and disclose the issue without fear of a **criminal tax referral**.

If you or someone you know has **unfiled tax returns** or some other **federal or state tax issue**, please feel free to [contact me](#) at either (203) 285-8545 or by email at egreen@gs-lawfirm.com.

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IRS & State Tax Collection

Document Checklist

{Please provide us all that apply}

Last three years of tax returns

Copies of any IRS notices, especially if received via certified mail

Assets:

1. Bank Accounts
 - Last six months of bank statements for all accounts
2. Investments
 - Most recent statement for all investment accounts (Stocks, Mutual Funds, Trading Accounts)
 - Most recent statement for all retirement accounts (IRA, 401(k), 403(b), etc)
 - Copies of all 401(k) and 403(b) plan documents
 - Statements of value for all other investments, including documentation of loans against any investment
3. Life Insurance
 - Statement showing the premium and cash value of life insurance
4. Real Estate
 - Printouts for the value of any real estate owned (appraisal, Zillow, etc)
 - Recent mortgage statements for any property owned
 - Recent statement for credit lines/home equity loans secured by any real estate
5. Automobiles
 - Kelly Blue Book printouts for value of each vehicle
 - Recent monthly statement of any loan balance and monthly payment
 - Recent monthly statement showing the lease payment and time remaining on the lease
6. Collectables (artwork, jewelry, collections, etc)
 - Statement of value or appraisal for collectables

Income & Expenses

1. We need your current income for you and your spouse/partner/significant other you reside with/anyone who contributes to the household income (whether they are responsible or not). Please get us any of the following if they apply:
 - A current profit and loss for each business or rental activity
 - If you or your spouse are wage earners, your three most recent pay stubs
 - Proof of any social security income
 - Proof of annuity or retirement income
 - Proof of any child support or alimony received

- Proof of any other income or cash flow stream into the household
- 2. Last three months of utility bills
- 3. Proof of your mortgage payment and balance. If you rent we need your current lease agreement
- 4. Proof of monthly car payments, whether loan or lease, with the balance remaining
- 5. Proof of health insurance and premium amount
- 6. Proof of life insurance premiums
- 7. Proof of disability insurance premiums
- 8. Proof of any alimony or child support you or your spouse pay, including the divorce or separation agreement and court order
- 9. Home equity statement
- 10. Proof of any judgments and payment plans to secured creditors
- 11. Proof of any payment plans with state taxing authorities
- 12. Proof of student loan balances and payments
- 13. Proof of current estimated tax payments (unless you are a wage earner, in which case they are reflected on your paystubs)
- 14. Proof of out of pocket healthcare expenses, IF they exceed \$52/per person per month (or \$114/month for anyone 65 or older)
- 15. Proof of child/dependent care expense, such as daycare and after-school programs
- 16. Proof of any other necessary expenses, such as mandatory union dues, restitution payments, etc.

For Illustrative Purposes

July ____, 2019

Via Email: _____

Name

Address

City, State, Zip

Re: Client Retention Agreement

Dear MS. CLIENT:

We are pleased you have requested that _____ (“Firm”) provide you with representation as set forth below. We would appreciate receiving written acknowledgement of this agreement for our files. We feel that it is in the best interest of our clients that they be fully informed of our billing practices. The purpose of this letter, therefore, is to set forth the scope of our engagement to represent you, to set forth the financial arrangements regarding our engagement and to verify our agreement of the foregoing:

7. Scope of Engagement

Subject to the terms and conditions herein, including without limitation advance payment of the retainer and a signed copy of this agreement our Firm will perform the services which you requested and, more specifically, to prepare an Offer-in-Compromise to submit to the Internal Revenue Service (the “Engagement”).

2. Fee for Representation

To prepare an Offer-in-Compromise we charge a flat fee of \$4,500. This fee must be paid in advance of work being done. We do not charge anything in addition to this fee to respond to the IRS’s requests for information during the pendency of the Offer. In the event the Offer is rejected and, in consultation with you, it is determined to pursue the issue to the IRS’s Independent Office of Appeals, then we will require a retainer be paid of \$2,500, against which we will charge hourly.

Our billing practice is to charge for our services based on the hourly rate of the representative involved. We bill in increments of no less than 1/10 of one hour. Please note, we bill for all services our office provides, including but not limited to: correspondence, telephone calls, document preparation, research, electronic research, inter-office conference, meetings, etc. We use the amount of time devoted to a matter by a particular representative at that representative’s hourly rate. These hourly rates are based upon experience, expertise and standing. In addition, we try to use associate, assistant and/or secretarial support on projects whenever possible. All hourly rates are reviewed from time to time and may be adjusted and/or increased without notice.

It is likely that all of these hourly rates will be increased annually usually commencing at the beginning of each calendar year and you hereby consent to such increase. Our hourly rates are currently:

Partners:
Associates:
Staff:

The detail and the monthly statement will inform you not only of the fees and disbursements incurred but also of the nature and progress of the work performed. These statements are due and payable upon receipt, but in any event, no later than thirty days thereafter. We reserve the right to charge interest at an appropriate rate (currently 1% per month) calculated monthly starting forty-five days after issuance of the statement and continuing until fully paid. You will be sent monthly billing statements as to work performed. We generally bill clients on either the 1st or 15th of the month. If you have a preference as to when you receive a bill, please let me know.

We do our best to see that our clients are satisfied not only with our services but also with the reasonableness of the fees and disbursements charged for these services. Therefore, if you have any questions about or objection to a statement or the basis for our fees to you, you should raise it promptly and not more than thirty (30) days after you receive a bill for discussion. If you object only to a portion of the statement, we ask you pay the remainder, which will not constitute a waiver of your objections.

7. Disbursements

The performance of our representation services involves costs and expenses, some of which must be paid to third parties. These expenses include, but are not limited to, filing fees, travel costs, copying costs, telecopier costs, messenger services, long distance telephone charges, computerized research expenses and expenses of experts whom we deem appropriate to assist in our representation of you. We do not charge for internal copying costs, but if a production job is large and must be sent out we will charge you the actual expense. We expect that you will either pay directly or reimburse us for such costs. If such costs may be calculated beforehand and appear to be substantial, we may ask you to advance us those sums before we expend them or to reimburse the vendor directly.

7. Retainer

We will require the payment of the flat \$4,500.00 fee prior to commencement of work on Your behalf. Should the Engagement require us to proceed with an Appeal, the additional retainer will be required at that time. If the retainer is exhausted and you receive a bill, please pay the amount due. At the conclusion of the Firm's representation of You, any remaining positive retainer balance will be returned to You. You also agree that the retainer payment may be deposited in the Firm's general operating account and comingled with other funds.

Please note, we have tried to keep the retainer amount as low as possible, however, given the nature and complexity of the Engagement, it is possible that the retainer amount may be exceeded.

7. **Withdrawal from Representation**

The representative client relationship is one of mutual trust and confidence. If you, for whatever reason, wish us to cease representing you, you may request that we do so. If we feel we no longer wish to represent you, we will inform you of this in writing. We will only do so in the following circumstances: (a) a lack of cooperation by you in promptly submitting necessary requested information; (b) your knowingly providing us, your adversaries or the government with false information; (c) your disregard of advice about matters of critical importance to your case; (d) your failure to promptly pay fees; or € for any other reason provided advance notice is provided.

Upon such termination, however, you would remain liable for any unpaid fees and costs. We also shall be authorized to reveal this agreement and any other necessary documents to any court or agency if the same should prove necessary to effect withdrawal or collection of our fees.

It is the policy of this firm to make every effort to have our clients feel that they are treated on a fair basis. We welcome an honest discussion of our fees and our services and encourage our clients to inquire about any matter relating to our fee arrangement or monthly statements that are in anyway unclear or appear unsatisfactory. If you have any questions, please do not hesitate to call us.

7. **Future Services**

This agreement will also apply to services rendered for such future matters that we agree will be handled by the Firm. If, however, such services, are substantially different from those to which this agreement applies (for instance, an appearance before as different taxing authority), either party may request that a new agreement be executed, or that this agreement be reacknowledged.

If this letter correctly sets forth your understanding of the scope of the services to be rendered to the company by the Firm, and if the terms of the engagement are satisfactory, please execute the enclosed copy of this letter and return it us. If the scope of the services described is incorrect or if the terms of the engagement set forth in this letter are not satisfactory to you, please let us know in writing so that we can discuss either aspect.

By executing this agreement, you acknowledge that there is uncertainty concerning the outcome of this matter and that the Firm and the undersigned representatives have made no guarantees as to the disposition of any phase of this matter. All representations and expression relative to the outcome of this matter, are only expressions of the said representative's opinions and do not constitute guarantees. We look forward to continuing to work with you and thank you once again for the opportunity to serve.

Very truly yours,

Practitioner

READ, AGREED AND CONSENTED TO:

CLIENT NAME

Date



Connecticut - Local Standards: Housing and Utilities

Disclaimer: IRS Collection Financial Standards are intended for use in calculating repayment of delinquent taxes. These Standards are effective on March 30, 2020 for purposes of federal tax administration only. Expense information for use in bankruptcy calculations can be found on the website for the U.S. Trustee Program.

The housing and utilities standards are derived from U.S. Census Bureau, American Community Survey and Bureau of Labor Statistics data, and are provided by state down to the county level. The standard for a particular county and family size includes both housing and utilities allowed for a taxpayer's primary place of residence. Generally, the total number of persons allowed for determining family size should be the same as those allowed as exemptions on the taxpayer's most recent year income tax return.

Housing and utilities standards include mortgage or rent, property taxes, interest, insurance, maintenance, repairs, gas, electric, water, heating oil, garbage collection, residential telephone service, cell phone service, cable television, and Internet service. The tables include five categories for one, two, three, four, and five or more persons in a household.

The taxpayer is allowed the standard amount, or the amount actually spent on housing and utilities, whichever is less. If the amount claimed is more than the total allowed by the housing and utilities standards, the taxpayer must provide documentation to substantiate those expenses are necessary living expenses.

Related Topic

- Local Standards: Housing and Utilities

Maximum Monthly Allowance

County	2020 Published Housing and Utilities for a Family of 1	2020 Published Housing and Utilities for a Family of 2	2020 Published Housing and Utilities for a Family of 3	2020 Published Housing and Utilities for a Family of 4	2020 Published Housing and Utilities for a Family of 5
Fairfield County	2,599	3,052	3,216	3,586	3,644
Hartford County	1,885	2,214	2,333	2,601	2,643
Litchfield County	1,874	2,201	2,319	2,586	2,627
Middlesex County	2,023	2,376	2,504	2,792	2,837
New Haven County	1,959	2,300	2,424	2,703	2,746
New London County	1,827	2,146	2,261	2,521	2,562
Tolland County	1,900	2,231	2,351	2,621	2,664
Windham County	1,671	1,963	2,068	2,306	2,343

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Local Standards: Transportation

Disclaimer: *IRS Collection Financial Standards are intended for use in calculating repayment of delinquent taxes. These Standards are effective on March 30, 2020 for purposes of federal tax administration only. Expense information for use in bankruptcy calculations can be found on the website for the U.S. Trustee Program.*

Download the [transportation standards \(PDF\)](#) in PDF format for printing. Please note that the standard amounts change, so if you elect to print them, check back periodically to assure you have the latest version.

The transportation standards for taxpayers with a vehicle consist of two parts: nationwide figures for monthly loan or lease payments referred to as ownership costs, and additional amounts for monthly operating costs. The operating costs include maintenance, repairs, insurance, fuel, registrations, licenses, inspections, parking and tolls (These standard amounts do not include personal property taxes).

Ownership Costs

The ownership costs, shown in the table below, provide the monthly allowances for the lease or purchase of up to two automobiles. A single taxpayer is normally allowed one automobile. For each automobile, taxpayers will be allowed the lesser of:

- a. the monthly payment on the lease or car loan, or
- b. the ownership costs shown in the table below.

If a taxpayer has no lease or car loan payment, the amount allowed for Ownership Costs will be \$0.

Operating Costs

In addition to Ownership Costs, a taxpayer is allowed Operating Costs, by regional and metropolitan area, as shown in the table below. For each automobile, taxpayers will be allowed the lesser of:

- a. the amount actually spent monthly for operating costs, or
- b. the operating costs shown in the table below.

Public Transportation

There is a single nationwide allowance for public transportation based on Bureau of Labor Statistics expenditure data for mass transit fares for a train, bus, taxi, ferry, etc. Taxpayers with no vehicle are allowed the standard amount monthly, per household, without questioning the amount actually spent.

If a taxpayer owns a vehicle and uses public transportation, expenses may be allowed for both, provided they are needed for the health and welfare of the taxpayer or family, or for the production of income. However, the expenses allowed would be actual expenses incurred for ownership costs, operating costs and public transportation, or the standard amounts, whichever is less.

If the amount claimed for Ownership Costs, Operating Costs or Public Transportation is more than the total allowed by the transportation standards, the taxpayer must provide documentation to substantiate those expenses are necessary living expenses.

Related Topic

- [Collection Financial Standards](#)

Public Transportation

National	\$224
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Ownership Costs

	One Car	Two Cars
National	\$521	\$1,042

Operating Costs

	One Car	Two Cars
Northeast Region	\$242	\$484
Boston	\$221	\$442
New York	\$319	\$638
Philadelphia	\$282	\$564
Midwest Region	\$188	\$376
Chicago	\$188	\$376
Cleveland	\$188	\$376
Detroit	\$314	\$628
Minneapolis-St. Paul	\$178	\$356
St. Louis	\$174	\$348

	One Car	Two Cars
South Region	\$193	\$386
Atlanta	\$231	\$462
Baltimore	\$233	\$466
Dallas-Ft. Worth	\$289	\$578
Houston	\$259	\$518
Miami	\$286	\$572
Tampa	\$213	\$426
Washington, D.C.	\$232	\$464
West Region	\$209	\$418
Anchorage	\$162	\$324
Denver	\$217	\$434
Honolulu	\$178	\$356
Los Angeles	\$254	\$508
Phoenix	\$225	\$450
San Diego	\$230	\$460

	One Car	Two Cars
San Francisco	\$231	\$462
Seattle	\$250	\$500

For Use with 2020 Allowable Transportation Table

The data for the Operating Costs section of the Transportation Standards are provided by Census Region and Metropolitan Statistical Area (MSA). The following table lists the states that comprise each Census Region. Once the taxpayer's Census Region has been ascertained, to determine if an MSA standard is applicable, use the definitions below to see if the taxpayer lives within an MSA (MSAs are defined by county and city, where applicable). If the taxpayer does not reside in an MSA, use the regional standard.

MSA Definitions by Census Region

Northeast Census Region: Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, Pennsylvania, New York, New Jersey

MSA	Counties
Boston	<i>in MA:</i> Essex, Middlesex, Norfolk, Plymouth, Suffolk
	<i>in NH:</i> Rockingham, Strafford
New York	<i>in NY:</i> Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester
	<i>in NJ:</i> Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union
	<i>in PA:</i> Pike
Philadelphia	<i>in PA:</i> Bucks, Chester, Delaware, Montgomery, Philadelphia
	<i>in NJ:</i> Burlington, Camden, Gloucester, Salem
	<i>in DE:</i> New Castle

	<i>in MD:</i> Cecil
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Midwest Census Region: North Dakota, South Dakota, Nebraska, Kansas, Missouri, Illinois, Indiana, Ohio, Michigan, Wisconsin, Minnesota, Iowa

MSA	Counties (unless otherwise specified)
Chicago	<i>in IL:</i> Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry, Will
	<i>in IN:</i> Jasper, Lake, Newton, Porter
	<i>in WI:</i> Kenosha
Cleveland	<i>in OH:</i> Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Summit
Detroit	<i>in MI:</i> Lapeer, Livingston, Macomb, Oakland, St. Clair, Wayne
Minneapolis-St. Paul	<i>in MN:</i> Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Le Sueur, Mille Lacs, Ramsey, Scott, Sherburne, Sibley, Washington, Wright
	<i>in WI:</i> Pierce, St. Croix
St. Louis	<i>in MO:</i> Franklin, Jefferson, Lincoln, St. Charles, St. Louis county, Warren, St. Louis city
	<i>in IL:</i> Bond, Calhoun, Clinton, Jersey, Macoupin, Madison, Monroe, St. Clair

South Census Region: Texas, Oklahoma, Arkansas, Louisiana, Mississippi, Tennessee, Kentucky, West Virginia, Virginia, Maryland, District of Columbia, Delaware, North Carolina, South Carolina, Georgia, Florida, Alabama

MSA	Counties (unless otherwise specified)
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Atlanta	<i>in GA:</i> Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding, Walton
Baltimore	<i>in MD:</i> Anne Arundel, Baltimore county, Carroll, Harford, Howard, Queen Anne's, Baltimore city
Dallas-Ft. Worth	<i>in TX:</i> Collin, Dallas, Denton, Ellis, Hood, Hunt, Johnson, Kaufman, Parker, Rockwall, Somervell, Tarrant, Wise
Houston	<i>in TX:</i> Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, Waller
Miami	<i>in FL:</i> Broward, Miami-Dade, Palm Beach
Tampa	<i>in FL:</i> Hernando, Hillsborough, Pasco, Pinellas
Washington, D.C.	<i>in DC:</i> District of Columbia
	<i>in MD:</i> Calvert, Charles, Frederick, Montgomery, Prince George
	<i>in VA:</i> Arlington, Clarke, Culpeper, Fairfax county, Fauquier, Loudoun, Prince William, Rappahannock, Spotsylvania, Stafford, Warren, Alexandria city, Fairfax city, Falls Church city, Fredericksburg city, Manassas city, Manassas Park city
	<i>in WV:</i> Jefferson

West Census Region: New Mexico, Arizona, Colorado, Wyoming, Montana, Nevada, Utah, Washington, Oregon, Idaho, California, Alaska, Hawaii

MSA	Counties (unless otherwise specified)
Anchorage	<i>in AK:</i> Anchorage, Matanuska-Susitna

Denver	<i>in CO:</i> Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson, Park
Honolulu	<i>in HI:</i> Honolulu
Los Angeles	<i>in CA:</i> Los Angeles, Orange, Riverside, San Bernardino
Phoenix	<i>in AZ:</i> Maricopa, Pinal
San Diego	<i>in CA:</i> San Diego
San Francisco	<i>in CA:</i> Alameda, Contra Costa, Marin, San Francisco, San Mateo
Seattle	<i>in WA:</i> King, Pierce, Snohomish

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National Standards: Food, Clothing and Other Items

Disclaimer: *IRS Collection Financial Standards are intended for use in calculating repayment of delinquent taxes. These Standards are effective on March 30, 2020 for purposes of federal tax administration only. Expense information for use in bankruptcy calculations can be found on the website for the U.S. Trustee Program.*

Download the [national standards for food, clothing and other items \(PDF\)](#) in PDF format for printing. Please note that the standard amounts change, so if you elect to print them, check back periodically to assure you have the latest version.

National Standards have been established for five necessary expenses: food, housekeeping supplies, apparel and services, personal care products and services, and miscellaneous.

The standards are derived from the Bureau of Labor Statistics (BLS) Consumer Expenditure Survey (CES) and defined as follows:

Food includes food at home and food away from home. Food at home refers to the total expenditures for food from grocery stores or other food stores. It excludes the purchase of nonfood items. Food away from home includes all meals and snacks, including tips, at fast-food, take-out, delivery and full-service restaurants, etc.

Housekeeping supplies includes laundry and cleaning supplies, stationery supplies, postage, delivery services, miscellaneous household products, and lawn and garden supplies.

Apparel and services includes clothing, footwear, material, patterns and notions for making clothes, alterations and repairs, clothing rental, clothing storage, dry cleaning and sent-out laundry, watches, jewelry and repairs to watches and jewelry.

Personal care products and services includes products for the hair, oral hygiene products, shaving needs, cosmetics and bath products, electric personal care appliances, and other personal care products.

The miscellaneous allowance is for expenses taxpayers may incur that are not included in any other allowable living expense items, or for any portion of expenses that exceed the Collection Financial Standards and are not allowed under a

Related Topics

- [Collection Financial Standards](#)

deviation. Taxpayers can use the miscellaneous allowance to pay for expenses that exceed the standards, or for other expenses such as credit card payments, bank fees and charges, reading material and school supplies.

Taxpayers are allowed the total National Standards amount monthly for their family size, without questioning the amounts they actually spend. If the amount claimed is more than the total allowed by the National Standards for food, housekeeping supplies, apparel and services, and personal care products and services, the taxpayer must provide documentation to substantiate those expenses are necessary living expenses. Deviations from the standard amount are not allowed for miscellaneous expenses. Generally, the total number of persons allowed for National Standards should be the same as those allowed as dependents on the taxpayer's most recent year income tax return.

Expense	One Person	Two Persons	Three Persons	Four Persons
Food	\$385	\$715	\$779	\$947
Housekeeping supplies	\$45	\$67	\$73	\$71
Apparel & services	\$85	\$158	\$192	\$251
Personal care products & services	\$43	\$73	\$74	\$88
Miscellaneous	\$157	\$285	\$315	\$383
Total	\$715	\$1,298	\$1,433	1,740

More than four persons	Additional Persons Amount
For each additional person, add to four-person total allowance:	\$378

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National Standards: Out-of-Pocket Health Care

Disclaimer: IRS Collection Financial Standards are intended for use in calculating repayment of delinquent taxes. These Standards are effective on March 30 2020 for purposes of federal tax administration only. Expense information for use in bankruptcy calculations can be found on the website for the U.S. Trustee Program.

Download the [out-of-pocket health care standards \(PDF\)](#) in PDF format for printing. Please note that the standard amounts change, so if you elect to print them, check back periodically to assure you have the latest version.

The table for health care expenses, based on Medical Expenditure Panel Survey data, has been established for minimum allowances for out-of-pocket health care expenses.

Out-of-pocket health care expenses include medical services, prescription drugs, and medical supplies (e.g. eyeglasses, contact lenses, etc.). Elective procedures such as plastic surgery or elective dental work are generally not allowed.

Taxpayers and their dependents are allowed the standard amount monthly on a per person basis, without questioning the amounts they actually spend. If the amount claimed is more than the total allowed by the health care standards, the taxpayer must provide documentation to substantiate those expenses are necessary living expenses. Generally, the number of persons allowed should be the same as those allowed as dependents on the taxpayer's most recent year income tax return.

The out-of-pocket health care standard amount is allowed in addition to the amount taxpayers pay for health insurance.

	Out of Pocket Costs
Under 65	\$56
65 and Older	\$125

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Related Topics

- Local Standards: Housing and Utilities

Department of the Treasury

Date of this Letter: NOV 6 2016

Internal Revenue Service
Centralized OIC
PO Box 9011 Stop 682
Holtsville, NY 11742

Person to Contact:
Mr. Exmployee
Employee #: 0xxxxxxx
Phone#: (866) 611-6191
08:00am-08:00pm Mon-Fri

Taxpayer ID#: ***-**-xxxx
Offer Number: 1001xxxxxx

Taxpayer Name
Taxpayer Address
City, CT xxxxx

Dear Mrs. Taxpayer,

We received your Offer in Compromise. You will be contacted by 03/06/2017.

While investigating your offer, we will determine whether a notice of federal tax lien should be filed in order to protect the government's interests. If we determine to file a notice of federal tax lien we will provide you with notification within five days of the filing. You will have the opportunity to request a hearing with Appeals at which you may propose alternative methods for protecting the government's interest.

If you have any questions, please contact the person whose name and telephone number are shown in the upper right hand corner of this letter.

Since

Process Examiner Manager

Enclosure:
Publication 594
Publication 1
Copy of this letter
cc:POA

WI Letter Combination (1-2015)

Department of the Treasury

Date of this Letter: JUN - 1 2017

Internal Revenue Service

Centralized OIC
PO Box 9011 Stop 682
Holtsville, NY 11742

Person to Contact:

Mr. Employee
Employee #: 1000XXXXXX
Phone#: (866) 611-6191 EXT.
3366 08:00am-03:30pm Mon-Fri

Taxpayer ID#: ***-**-XXXX
Offer Number: 1001XXXXXX

Taxpayer Name
Taxpayer Address
City, CT Zip

Dear Mr. Taxpayer,

We have investigated your offer dated 11/28/2016 in the amount of \$250.00.

We are rejecting the offer for the following reason(s):

The amount offered is less than your reasonable collection potential. Copies of worksheets showing our calculations are enclosed for your review.

Based on the financial information you submitted, we have determined you can pay the amount due in full.

We have considered the special circumstances you raised but they did not warrant a decision to accept your offer.

If you disagree with our findings, please provide any additional information in writing to support your position within 30 days of the date of this letter. If you also want your case considered by the Office of Appeals, you must include a written statement in your response asking that your case be sent to the Office of Appeals after our reconsideration. If you do not send this written statement within 30 days of the date of this letter you will not receive consideration by the Office of Appeals.

Include any additional information that you want Appeals to consider. You may still appeal without additional information, but including it will help us to process your request promptly. You should send a letter requesting Appeals consideration. Please complete the enclosed Form 13711 or include the following information in your written protest:

1. Your name, address, social security number (if applicable, Employer identification number) and daytime telephone number;
2. A statement that you want to appeal the IRS findings to the Appeals Office;
3. A copy of this letter;

continued on next page

4. The tax periods or years involved;
5. A list of the specific items you don't agree with and a statement of why you don't agree with each item;
6. The facts supporting your position on any issue that you don't agree with;
7. Any law or other authority, if any, on which you are relying;
8. You must sign the letter, stating that it is true, under penalties of perjury as follows:

..

"Under penalties of perjury, I declare that I have examined the facts stated in this protest, including any accompanying documents, and to the best of my knowledge and belief, they are true, correct, and complete."

If your representative prepares and signs the protest for you, he or she may substitute a declaration stating either:

1. Under penalties of perjury, I declare that I have submitted the protest and accompanying documents and to the best of my knowledge, the information is true, correct, and complete.

or

2. Under penalties of perjury, I declare that I have submitted the protest and accompanying documents, but have no personal knowledge concerning the facts stated in the protest and the accompanying documents.

You may represent yourself at your appeals conference or you may be represented by an attorney, certified public accountant, or an individual enrolled to practice before the IRS. Your representative must be qualified to practice before the IRS. If your representative appears without you, he or she must file a power of attorney or tax information authorization with the IRS before receiving or inspecting confidential information. You may use Form 2848, Power of Attorney and Declaration of Representative, or any other properly written power of attorney or authorization for this purpose. Copies of these forms are available from any IRS office, or by calling 1-800-TAX-FORM (1-800-829-3676). You may also bring another person(s) with you to support your position.

If you don't send your written response within 30 days from the date of this letter, our file on this offer will be closed. The date of this letter will be the legal rejection date of your offer.

We may file a notice of federal tax lien in order to protect

continued on next page

..

the government's interests. In order to prevent this action, please pay your liability in full. If you wish to discuss the filing of the notice of federal tax lien and any pre-filing Appeal rights provided via the Collection Appeal Program (CAP), please contact the person named above. After we file a notice of federal tax lien you will have the opportunity to request a hearing with Appeals.

Any payments received with your offer or after your offer is closed, will be applied to your liability unless specified elsewhere in this letter.

If you have any questions, please contact the person whose name and telephone number are shown in the upper right hand corner of this letter.

Sincerely,

2

Enclosure: Worksheets
Form 13711

SB Letter 238(AOIC) (9-2015)

Department of the Treasury
Internal Revenue Service
2888 Woodcock Blvd. Stop 314
Atlanta, GA 30341

Date of this Letter:
Person to Contact:
EMPLOYEE NAME
Employee #:1000XXXXXX
Phone#: (XXX)XXX-XXXX
EXT. 07:00am-07:00pm Mon-Fri

Taxpayer ID#:-*-*-XXXX
Offer Number:1001XXXXXX

Taxpayer Name
Taxpayer address
City, CT xxxxx

Dear Mr. _____,

We have investigated your offer dated 12/03/2014 in the amount of \$12,864.00.

We are rejecting the offer for the following reason(s):

The amount offered is less than your reasonable collection potential. Copies of worksheets showing our calculations are enclosed for your review.

If you agree to increase your offer to \$81,658.00, we will recommend acceptance. That recommendation is subject to additional review and approval. You will be notified in writing if the amended offer is accepted. If you wish to amend your offer, please contact the person whose name appears at the top of this letter within 30 days of the date of this letter.

You may qualify for an installment agreement. An installment agreement is an arrangement that allows you to make monthly payments towards your tax liability. If you wish to discuss entering into an installment agreement, please contact the person whose name appears at the top of this letter within 30 days of the date of this letter. Interest and penalty will continue to accrue. To minimize the additional interest and penalty charges, you should remit all or part of the \$161,515.00 amount due.

If you disagree with our findings, please provide any additional information in writing to support your position within 30 days of the date of this letter. If you also want your case considered by the Office of Appeals, you must include a written statement in your response asking that your case be sent to the Office of Appeals after our reconsideration. If you do not send this written statement within 30 days of the date of this letter you will not receive consideration by the Office of Appeals.

Include any additional information that you want Appeals to consider. You may still appeal without additional information, but including it will help us to process your request promptly. You should send a letter requesting Appeals consideration. Please complete the enclosed Form 13711 or include the following

continued on next page

information in your written protest:

1. Your name, address, social security number (if applicable, Employer identification number) and daytime telephone number;
2. A statement that you want to appeal the IRS findings to the Appeals Office;
3. A copy of this letter;
4. The tax periods or years involved;
5. A list of the specific items you don't agree with and a statement of why you don't agree with each item;
6. The facts supporting your position on any issue that you don't agree with;
7. Any law or other authority, if any, on which you are relying;
8. You must sign the letter, stating that it is true, under penalties of perjury as follows:

"Under penalties of perjury, I declare that I have examined the facts stated in this protest, including any accompanying documents, and to the best of my knowledge and belief, they are true, correct, and complete."

If your representative prepares and signs the protest for you, he or she may substitute a declaration stating either:

1. Under penalties of perjury, I declare that I have submitted the protest and accompanying documents and to the best of my knowledge, the information is true, correct, and complete.

or

2. Under penalties of perjury, I declare that I have submitted the protest and accompanying documents, but have no personal knowledge concerning the facts stated in the protest and the accompanying documents.

You may represent yourself at your appeals conference or you may be represented by an attorney, certified public accountant, or an individual enrolled to practice before the IRS. Your representative must be qualified to practice before the IRS. If your representative appears without you, he or she must file a power of attorney or tax information authorization with the IRS before receiving or inspecting confidential information. You may use Form 2848, Power of Attorney and Declaration of Representative, or any other properly written power of attorney or authorization for this purpose. Copies of these forms are

continued on next page

available from any IRS office, or by calling 1-800-TAX-FORM (1-800-829-3676). You may also bring another person(s) with you to support your position.

If you don't send your written response within 30 days from the date of this letter, our file on this offer will be closed. The date of this letter will be the legal rejection date of your offer.

We may file a notice of federal tax lien in order to protect the government's interests. In order to prevent this action, please pay your liability in full. After we file a notice of federal tax lien you will have the opportunity to request a hearing with Appeals.

Any payments received with your offer or after your offer is closed, will be applied to your liability unless specified elsewhere in this letter.

If you have any questions, please contact the person whose name and telephone number are shown in the upper right hand corner of this letter.

Group Manager

Enclosure: Worksheets
Form 13711

cc:POA

SB Letter 238(AOIC) (9-2015)

Date: 02/17/2016

TAXPAYER'S NAME: TAXPAYER NAME

EIN/TIN: XXX-XX-XXXX

ASSET/EQUITY TABLE (AET)					
(Rev. 3-2014)					
ASSETS	Fair Market Value	Quick Sale Reduction Percentage	Quick Sale Value	Encumbrances or Exemptions	Net Realizable Equity
1. Cash/Bank Accounts	\$849.02			\$1,000.00	
2. Offer Deposit					
3. Loan Value Life Insurance					
4. Pensions / IRA/401(k)					
5. Real Estate	\$379,400.00	20	\$303,520.00	\$382,209.06	
6. Furniture/Personal Effects					
7. Vehicles	\$12,148.00	20	\$9,718.40	\$7,932.93	\$1,785.47
8. Accounts Receivable					
9. Tools and/or Equipment					
Other - Other- Value of TPs business - bank accts	\$34,219.00		\$34,219.00		\$34,219.00
2006 Saab	\$4,572.00	20	\$3,657.60		\$3,657.60
Corp assets	\$4,800.00	20	\$3,840.00		\$3,840.00
Trust - TPs 1/2 interest	\$21,053.33		\$21,053.33		\$21,053.33
Future Income Value (see Income and Expense Table (IET) attached)					\$17,102.52
TOTAL MINIMUM VALUE					\$81,657.92

Item 1 Cash/Bank accounts has been reduced by \$1,000. Net equity should not be less than -0-

Item 6 IRC 6334(a)(2) allows an exemption of \$8,940 for fuel, provisions, furniture and personal effects.

Item 7 Vehicle equity has been reduced by \$3,450. Net equity should not be less than -0-

Item 9 IRC 6334(a)(3) allows an exemption of \$4,470 for tools of the trade.

REMARKS:

INCOME/EXPENSE TABLE (IET) (Rev. 1-2014)

The Internal Revenue Service uses established National and Local standards for necessary living expenses when considering Offers in Compromise. Only necessary living expenses will be allowed. Other expenses, such as charitable contributions, education, credit cards, and voluntary retirement allotments are generally not considered as necessary living expenses.

Total Income		Necessary Living Expenses		
Source	Gross		Claimed	Allowed
20. Wages (T/P)	\$1,041.67	35. Food, Clothing, and Misc	\$1,092.00	\$1,092.00
21. Wages (Spouse)		36. Housing and Utilities	\$2,281.00	\$2,281.00
22. Interest - Dividend	\$26.58	37. Vehicle Ownership Costs	\$417.00	\$417.63
23. Net Business Income	\$6,361.58	38. Vehicle Operating Costs	\$478.00	\$342.00
24. Net Rental Income		39. Public Transportation		
25. Distributions		40. Health Insurance	\$480.00	\$480.47
26. Pension/Soc. Sec. (TP)		41. Out of Pocket Health Care Costs	\$410.00	\$185.01
27. Pension/Soc. Sec. (Spouse)		42. Court ordered payments		
28. Social Security (Taxpayer)		43. Child/dependent care		
29. Social Security (Spouse)		44. Life Insurance	\$229.00	\$165.51
30. Child Support		45. Current Year Taxes (Income/FICA)	\$2,230.00	\$1,041.00
31. Alimony		46. Secure Debts (Attach list)		
Other Income (Specify below)		47. Del. State or Local Taxes		
32.		48 Other Expenses (Attach list)		
33.		49. Total Living Expenses	\$7,617.00	\$6,004.62
34. Total Income	\$7,429.83	50. Net Difference	(\$ 187.17)	\$1,425.21

50. Net difference times (a,b or c) = Amount that could be paid from future income:

Net difference = \$1,425.21	Months 12	Amount that could be paid = \$17,102.52
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a) For cash offers, if the offer is payable in 6 or fewer installments within 5 months, project the payment by multiplying the amount that could be paid times 12 months or times the number of months remaining in the collection statute, whichever is shorter.

b) For cash offers, payable in 6 or fewer installments within 24 months or a periodic payment offer payable within 24 months project the payments by multiplying the amount that could be paid times 24 months or times the number of months remaining in the collection statute, whichever is shorter.

The total offer amount must be equal to, or greater than, the sum of the equity in assets and the amount that could be paid from future income unless special circumstance considerations have been approved.

NOTES:
 Line 35 National Standard expenses: Maximum allowable by IRS National Expense Standard for food, housekeeping supplies, apparel and services, and personal care products, based upon the number of persons in the household.
 Line 36 Housing & Utilities expenses: Housing and utility expenses are limited to standards established for the county of residence and the number of household members.
 Line 37 & 38 Transportation expenses: Transportation expenses are limited to the standards established for zero, one or two vehicles, and to a maximum allowable amount for lease or purchase of one or two vehicles.

Months: The number of months shown may be greater than 24 months in order to determine the taxpayer's ability to fully pay the liability through an installment agreement.

Addendum to Form 656

Part 1

Taxpayer Name TAXPAYER NAME	Offer Number 1001XXXXXX
Primary Taxpayer SSN/EIN (last 4 digits) XXXX	Secondary Taxpayer SSN/EIN (last 4 digits)

I/we submitted an offer dated 12/03/2014 in the amount of \$ 12,864 to compromise unpaid income tax, plus statutory additions for the tax periods 2007, 2008, 2009, 2010, 2011 *(kind of tax)*. The purpose of this addendum is to amend the above offer amount I/we are offering to pay and/or to specify the payment terms if the offer is accepted.

Part 2. Revised Offer in Compromise Amount

Accordingly, I/we offer to pay \$ 44,600, which includes the following amounts already paid or included with this addendum:

- A. \$ 2,573, paid with original offer dated 12/03/2014
- B. \$ _____, paid with an amended/revised Form 656 dated _____
- C. \$ 6,347, additional payment, if any, to be included with this addendum
- D. \$ _____, periodic payments, if any, made since original offer was submitted

Part 3. Revised Offer in Compromise Payment Amount

- E. \$ 35,680 payable within 5 months after acceptance
- F. \$ _____ payable within _____ months after acceptance
- G. \$ _____ payable within _____ months after acceptance
- H. \$ _____ payable within _____ months after acceptance
- I. \$ _____ payable within _____ months after acceptance

Part 4. Revised Offer in Compromise Payment Terms—Periodic Payment Offer payable in 6–24 months

\$ _____ will be sent beginning on the _____ of _____, and then \$ _____ will be sent on the _____ of each month for a total of _____ months with a final payment of \$ _____ due on the _____ of the _____ month of the agreement.

Part 5. Reason for the Offer

- Doubt as to Collectibility** IRS has determined that I have insufficient assets and income to pay the full amount.
- Exceptional Circumstance (Effective Tax Administration)** IRS has determined that I owe this amount and have sufficient assets to pay the full amount, but due to my exceptional circumstances, requiring full payment would cause an economic hardship or would be unfair and inequitable.

Date 2/1/17

Date _____ Signature of Taxpayer/Authorized Corporate Officer _____



Department of the Treasury
Internal Revenue Service
Appeals Office
150 Court Street, Room 312
New Haven, CT 06510

Taxpayer name
Taxpayer Address
City, CT, Zip

Date:

MAR 21 2017

Person to contact:

Name: Employee Name
Employee ID number: 100xxxxxx
Telephone: 203-xxx-xxxx
Fax: 855-xxx-xxxx
Hours: 8:00 - 4:30
Tax period(s) ended:
12/2007 12/2008 12/2009 12/2010
12/2011

Re:

Offer in Compromise

Dear Mr. _____:

We accepted your offer in compromise signed and dated by you on 12/03/2014 and as modified by an addendum dated 02/01/2017. The date of acceptance is the date of this letter and our acceptance is subject to the terms and conditions on the enclosed Form 656, *Offer in Compromise*.

Please note that the conditions of the offer require you to file and pay all required taxes for five tax years, beginning from the date of this letter.

If you are required to make payments under this agreement, make your check or money order payable to the United States Treasury and send it to:

IRS - OIC
P.O. Box 24015
Fresno, CA 93779

You must promptly notify the IRS of any change in your address or marital status. That way we'll have the correct address to advise you of your offer status.

If you submitted a joint offer with your spouse or former spouse and you personally are meeting or have met all the conditions of your offer agreement, but your spouse or former spouse fails to adhere to the conditions of the offer agreement, your offer agreement will not be defaulted.

If you fail to meet any of the terms and conditions of the offer, the IRS will issue a notice to default the agreement. If the offer defaults, the original tax including all penalties and interest will be due. After issuance of the notice the IRS may:

- Immediately file suit to collect the entire unpaid balance of the offer.
- Immediately file suit to collect an amount equal to the original amount of the tax liability as liquidating damages, minus any payments already received under the terms of this offer.
- Disregard the amount of the offer and apply all amounts already paid under the offer against the original amount of the tax liability.
- File suit or levy to collect the original amount of the tax liability.

Please remember that as a condition of the offer, we'll retain any refunds you may be entitled to receive for 2017, or earlier tax years. This includes refunds you receive in 2018 for any overpayments you made

Letter 5490 (Rev. 12-2015)
Catalog Number 67202S

toward tax year 2017, or earlier tax years. These refunds will be applied to your liability, not to your accepted offer amount. If a Notice of Federal Tax Lien was filed on your account, we'll release it when the offer amount is paid in full. If the final payment is by credit or debit card, we cannot release the Notice of Federal Tax Lien for up to 120 days from the date of the credit or debit payment.

Appeals will send your case for processing to Brookhaven, NY. If you have questions, you can contact the IRS at 1-631-447-4018.

Sincerely,

IRS Employee Name
Appeals Team Manager

Enclosure(s):
Form 656 and Form 14640
cc: Eric L Green

MAY 24 2017

Department of the Treasury

Date of this Letter:

Internal Revenue Service
PO Box 9006, Stop 663
Holtsville, NY 11742

Person to Contact:
NAME
Employee #:xxxxxxx
Phone#: (631) 447-4279 EXT.
07:00am-03:30pm Mon-Fri

Taxpayer ID#:***-**-xxxx
Offer Number:1001xxxxxx

Taxpayer Name
Taxpayer Address
_____, CT Zip

Dear Mr. _____,

Thank you for your payment. You have met the payment provisions for your Offer in Compromise contract. Please remember that we will apply any overpayments from the year we accepted your Offer in Compromise to the tax periods specified in your offer contract.

REMINDER: Compliance is an important part of your Offer in Compromise contract. You must file and pay your taxes timely for five years following the date we accepted the offer or during an extended installment offer payment period, whichever is later. If you don't comply, we will terminate your offer and reinstate the original amount of your liability, less payments made.

We are processing your lien release and it should be effective within 30 days.

If you write, please include your telephone number, the hours we can reach you, and a copy of this letter. Keep a copy of this letter for your records. We've enclosed an envelope for your convenience.

If you have any questions, please contact the person whose name and telephone number are shown in the upper right hand corner of this letter.

Sincerely,



Name
Tax Examining Technician

Enclosure:Envelope
cc:POA

SB Letter 2908(SC/CG)(1-2000)

Exhibit 24

For Illustrative Purposes

Dear Client

First of all, we want to thank you for allowing us to represent you. Your Offer-in-Compromise is resolved with the IRS and this concludes our engagement. There are a few things you should bear in mind as you move forward:

1. **Revocation of our Power of Attorney.** It is our firm's practice to revoke our power of attorney (IRS Form 2848). You will be receiving an IRS letter informing you that we have revoked our POA. This is nothing personal but we do not, as a matter of course, monitor old cases, and it is a waste of government resources for us to get copies of every piece of IRS mail you ever receive. In the event you find you need us, we are available and we can certainly be re-engaged and obtain a new Power of Attorney at that time.
2. **Compliance.** As part of your deal with the IRS you agreed to maintain tax compliance for the next five (5) years. Tax compliance means that you file your tax return on time (including extensions) and make your tax payments on-time. Any penalty for failure to do so can void your Offer-in-Compromise and result in the IRS reinstating the balance and pursuing collection again. Because of this standard we recommend you always file, even if there is no filing requirement, so there is not an issue later of whether you should or should not have filed. We also recommend you work with your accountant to ensure your ongoing tax compliance is met.
3. **Final Billing.** You will receive a final invoice from us. If there is any balance on retainer due back to you we will send payment to you, generally within 10-14 days. Likewise, if we are owed a balance we ask that you please pay that upon receipt of the invoice.

If you have any questions about the above please contact us, but otherwise it has been a pleasure working with you.

Very truly yours,

NAME

For Illustrative Purposes Only

August 22, 2019

VIA FAX: 855-214-7519

Internal Revenue Service
CAF Unit (MAMC)
5333 Getwell Rd
Stop 8423
Memphis, TN 38118

Re: TAXPAYER NAME

Dear Sir or Madam:

Our office no longer represents _____. Please withdraw Power of Attorney for myself, _____, _____ and _____.

Please contact the taxpayer directly from this point forward.

Very truly yours,

YOUR NAME

Approved and Consented to:

POA 2 NAME

Date: _____

POA 3 NAME

Date: _____

POA 4 NAME

Date: _____