# COMPLETING IRS FORM 2159 – PAYROLL DEDUCTION AGREEMENT FOR STATE OF NC EMPLOYEES/EMPLOYERS

## General Information

PROCESS TITLE: Procedure for Completing IRS Form 2159 – Payroll Deduction Agreement

PROCESS OBJECTIVE: To provide instructions on completing IRS Form 2159 to initiate a payment

installment agreement with the IRS through payroll deduction.

FREQUENCY: Whenever the IRS grants an employee the opportunity to enter into a payroll

deduction installment payment agreement.

An employee may contact the Internal Revenue Service (IRS) to request the installation of a payment agreement to avoid seizure of assets through frozen bank accounts, tax levies, etc. If granted, the IRS will send the employee a letter explaining the terms of the agreement and a three-part paper, Form 2159 – Payroll Deduction Agreement, which must be completed by the employee and BEST Shared Services and then sent to the IRS.

An image (front and back) of the form is located at the end of this document.

Completion of the form begins with the employee, and the steps are detailed below.

# Employee Responsibility

When the employee receives the letter and form, the employee should perform the following steps:

- If the form was received through the mail, make a copy of the accompanying IRS letter. The employee MUST send a copy of the IRS letter to BEST Shared Services because it contains the address to which the form is to be mailed as well as remittance instructions and contact information
- Complete the employee section of Form 2159 and send the completed form to BEST Shared Services.

The fields on the form that the employee must complete are listed below:

Box Labeled As:	Instructions for Completion
Regarding: (Taxpayer name and address)	Print your name and mailing address. (The IRS will mail the final form to the address shown in this box.)
Social security or employer identification number (Taxpayer)	Write your social security number in this box.
Your telephone number (Include area code) (Home) (Work)	Write your home and work telephone numbers in this box. (These numbers will become the IRS's contact information.)
Kinds of taxes (Form numbers)	Write the form number that indicates the kind of taxes you owe. The form number is printed on the IRS letter you received. (For example, income taxes are reported on form 1040)
Tax Periods	Write the years for which you owe taxes. This information is also provided in the IRS letter you received. Month and day are not required, only the year.
Amount owed as of	Write the date shown on the letter that you received from the IRS.
\$, plus all penalties and interest provided by law.	Using the letter from the IRS, write the amount you owe to the IRS.
I am paid every: (Check one):	If you are a biweekly employee, check the "TWO WEEKS" box.
	If you are a monthly employee, check the "MONTH" box.
I agree to have \$ deducted from my wage or salary payment beginning until the total liability is paid in full. I also agree and authorize this deduction to be increased or decreased as follows:	Write the amount you agreed to have deducted from your pay and the date the deduction is to begin.
	If you are required to pay a \$105.00 user fee on the first deduction, and the installment amount is less than the fee, then write this requirement in the last field. If not, then leave this field blank.
If your agreement with the IRS states that the deduction change in the fields noted below. If no changes were neg	
Date of increase (or decrease)	Write the date the deduction amount change should begin. If no change is planned, then leave this field blank.
Amount of increase (or decrease)	Write the amount of the change. If the amount is a decrease, put parentheses around the amount. If no change is planned, then leave this field blank.
New installment payment amount	Write the new deduction amount. If no change is planned, then leave this field blank.
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Your signature	Sign the document just below the words "Your signature."
Date	Write the date you signed the form in the "Date" field to the right of your signature.

This form and instructions apply only to employees/employers of the State of North Carolina whose payrolls are processed through the BEACON Human Resource/Payroll System. If you are not associated with the State of North Carolina, you should research the following website to determine the appropriate location to which your Form 2159 and related payments should be mailed:

http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Where-to-Send-Your-Individual-Tax-Account-Balance-Due-Payments

If you are an employee/employer for the State of NC, and once the form is completed, retain a copy of the form and forward the entire original three-part form with the IRS agreement letter to:

BEST Shared Services Garnishment Processing 1425 Mail Service Center Raleigh NC 27699-1425

# **Employer Responsibility**

BEST Shared Services will complete the *Employer* portion of the form and submit the entire three-part form to the address provided on the IRS letter. If the form was not sent to the employee by mail, then BEST will send it to the location listed in the *For Assistance* box. A copy will be retained as documentation to support processing the installment payment through BEACON.

# IRS Responsibility

The IRS will examine and approve the form. Once completed, they should send *Part 2 – Employer's Copy* to BEST Shared Services *and Part 3 – Taxpayer's Copy* to the employee.

Detail steps for completing the "employee" sections of the form follow.

Write the employee's name and mailing address in the box circled below.

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Write the employee's social security number in the box circled below.

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Write the employee's home and work telephone numbers in the box shown below. These numbers will become the IRS's contact information for the employee.

Form <b>2159</b> (Rev. January 2007)		Payroll Ded	uction Agree on the back of this pag	ment	
TO: (Employer cuma and addiness)			Regarding: (Yarpay		
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Write the form number that indicates the kind of taxes the employee owes in the box circled below. The form number is printed on the IRS letter the employee received. *(For example, income taxes are reported on Form 1040.)* 

Form <b>2159</b> (Rev. January 2007)		Payroll D	)educ	tion Agrees the back of this page	ment	
TO: (Employer cumo acid address)				Regarding: (Zurpayo	r none and address)	
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Write the years for which the employee owes taxes in the box circled below. This information is also provided in the IRS letter the employee received. Month and day are not required, only the year. (For example, if the employee is making installments payments for delinquent taxes from the years 2008 and 2009, then write 2008, 2009 in the appropriate box.)

(Rev. January 2007)		Payroll De	easury — Internal Reve duction Agree ons on the back of this p	ement	
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above on the right named; following statement to agre (wnployee's) wages or salar I agree to participate in this amount shown below from	uctions on the back of Part 2. The you as an employer. Please it se to withhold amount/a) from y to apply to traxes owed, a payroll deduction agreement each wage or salary payment internal Revenue Sandoe or	read and sign the the taxpayer's it and will withhold the it due this employee.	For assistance, ca 1-900-929-9374 (hed 1-900-929-9922 (hed	(Minit of facilities are code) (Minit or fo (Minit or fo (It 1-800-829-0115 (Sasine wided - Self-Crepkyad Gaste wideds - Wage Carrers)	aj dr sas Owescuj, or
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Write the date of the IRS letter in the first section of the box circled below. Write the total amount due per the IRS letter in the second section of the box circled below:

Form <b>2159</b> (Rev. January 2007)				Payro	II Dedu	ry Internal F ction Ag on the back of the	reer	ment	
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Checkmark the appropriate box in the section circled below. If the employee is a biweekly employee mark "*TWO WEEKS*". If the employee is paid monthly, check "*MONTH*".

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Write the amount of the installment deduction that the IRS agreed to in their letter. If the amount is expressed as a monthly deduction and the employee is a biweekly employee, then the correct amount per pay period is calculated as follows:

## Monthly Amount X 12 Months / 26 Biweekly Periods

Write the amount to be deducted each pay period in the field circled below:

Rev. January 2007)			Payroll	Dedu	ry — Internal R ction Ag on the back of B	reer	nent		
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Write the date that the first payment is due in the circled area below. This due date is provided in the IRS letter the employee received.

(Rev. January 2007)			Payro	II Dedu	ry Internal Reve ction Agree on the back of this p	ement	
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The IRS charges a \$105.00 one-time fee for an installment agreement. If the employee has not already paid this fee prior to completing Form 2159, then the fee is deducted from the first payment by the IRS.

- If the installment payment amount is less than \$105.00, the employee must note on the form that the first deduction must be for \$105.00. Write *"First deduction is for \$105.00"* in the field circled below.
- However, if the installment amount is equal to or greater than \$105.00, or the employee has already paid the fee, then leave the field circled below blank.

(Rev. Jar	1 <b>59</b> nuary 2007)		Payro	II Dedu	ury Internal Revenu Iction Agree on the back of this pag	ment	
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If the agreement with the IRS states that the deduction amount will change in the future, and the amounts as well as effective dates are noted in the IRS letter, write these changes in the sections circled below. If there are not enough rows on the form to accommodate the changes, then the garnishment processing team will use the information in the IRS letter to key the deduction amounts and the appropriate effective dates. The columns are:

Date of increase (or decrease)
Amount of increase (or decrease)
New installment payment amount

(Rev. January 2007)		Payroll De	reasury — Internal Ro duction Agr ions on the back of the	reement	
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Once all the fields have been completed, sign the document in the area shown below. Form 2159 will not be processed if the employee has not signed the document.

Form <b>2159</b> Rev. January 2007)		Payroll D	Deduc	sury — Internal Revenue Service uction Agreement s on the back of this page.)		
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Page 15 of 23

Write the date the form was signed in the field circled below:

(Rev. January 2007)		Payroll De	eduction Agr	oasury — Informal Revenue Service duction Agreement oos on the back of this page.)		
FO: (Employer cumo and address)			The second secon	spayor name and address)		
Contact Person's Name	Telepho	ne (lochole area code)	Social security of	or employer identification n	umber	
EMPLOYER—See the instruc- above on the right named you ollowing statement to agree	u as an employer. Please	e read and sion the	praisey	number (include area code) (Work or be		
employee's) wages or salary agree to participate in this p amount shown below from es will send the money to the I	ayroli deduction agreem ach wage or salary paym	ent due this employee.	1-800-829-8374 n 1-800-829-8922 n	call: 1-800-829-0115 (Susines Individual - Sch-Cropk-ped/Susin Individuals - Wage Carnots)	aj or na Oweenij, or Campus	
WEEK TWO WEEKS			(City	( State, and ZIP Code)	oumpus	
_	L OTTER (Specify)		- Financial Institut	fion(s) (Nemo and eddress)		
Signed:			-			
Me:		Date:	_ 1			
(inds of taxes (Form numbers)	Tax Pe		Amount owed			
				, plus all penalties and	interest provided by law	
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## **DO NOT WRITE ANYTHING** in the areas circled below:

		Payroll Dec	asury — Internal Rev	ement	
(Rev. January 2007)		(See Instruction	ns on the back of this	pege.J	
TO: (Powerper cuma and address)			Regarding: (Tan	payer name and address)	
Contact Person's Name	Telephone	• (Include area code)	Social security of	r employer identification r (Spouse)	number
EMPLOYER See the instruction above on the right flamed ; as following statement to agree to	as an employer Please	read and sign the	Your telephone (	number (Include ama code) (Work or b	usitosuj
(employee's) wages or salary to agree to participate in this pro amount shown below from ea- will send the money to the lo	o apply to taxes owed. syroll deduction agreemen ch wage or salary paymen	nt and will withhold the	1-800-829-8374 (h 1-800-829-8922 (h	call: 1-800-829-0115 (Busine nihrkhel - Self-Crapkynd Busin nihrkhels - Wage Carrery)	ness Owners), or
		swiry: (Check one Sox.)	Cir winte: (City.	State, and ZIP Code)	Campus
WCER   TWO WEEKS   N	MONTH   OTHER (Specify)		Financial Institut	IOT(s) (Nemo and address)	
Rife:		12000:			
(Inds of taxes (Form numbers)	Tax Perio		Amount owed	as of	
				, plus all penalties and	d interest provided by law
am paid every: (Chack one).	WEEK TWO WEEKS	MONTH OTH	ER (Specify)		
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When the employee has completed the form, all three-parts of the form **AND** the IRS letter must be sent to the Garnishment Team at BEST Shared Services:

BEST Shared Services Attn: Garnishment Processing 1425 Mail Service Center Raleigh, NC 27699-1425

Front and back images of Form 2159 - Payroll Deduction Agreement are provided on the following pages.

(Rev. January 2007)		Payroll Ded	sury — Internal Revenu uction Agree s on the back of this pag	ment	
TO: (Employer name and address)			Regarding: (Taxpaye		
Contact Person's Name	Telephon	e (Include area code)	Social security or en (Taxpayer)	mployer identification n (Spouse)	number
EMPLOYER—See the instruct above on the right named you following statement to agree formployee's) wages or salary agree to participate in this p amount shown below from ea will send the money to the I	u as an employer. Please to withhold amount(s) fror to apply to taxes owed. sayroll deduction agreeme ach wage or salary payme nternal Revenue Service	read and sign the m the taxpayer's ent and will withhold the ent due this employee. every: (Check one box.)	(Home) For assistance, call: 1-809-829-8374 (Individual) 1-809-829-0922 (Individual) Or write:	iber (Include area code) (Work or bi 1-800-829-0115 (Busines dual - Self-Employed/Busin duals - Wage Earners)	usiness) ss) or
WEEK TWO WEEKS	MONTH OTHER (Specify.)			s) (Name and address)	
Signed:					
itle:					
(Inds of taxes (Form numbers)	Tax Peri	iods	Amount owed as o	of	
am paid every: (Check one):	WEEK THO MES	P DMONTH D OTHER			I interest provided by law
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Date of increase (or decrease)		Amount of Increase (or decr	rease)	New installment pa	syment amount
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## Agreement Locator Number Designations

XX Position (the first two numbers) denotes either the Initiator or Type of Agreement. The XX values are:

- Form 433-D initiated by AO on an ACS case Service Center and Toll-free initiated agreements
- AO Field Territory (revenue officer) initiated agreements
- Direct Debit agreements initiated by any function
- Exam initiated agreements Submission Processing initiated agreements Agreements initiated by other functions
- Form 2159 agreement initiated by AO or ACS
- 12
- 20
- AO or ACS agreement with multiple conditions Status 22/24 accounts Call Site/SCCB SCCB initiated agreements other than status 22 or 26
- Form 2159 agreement initiated by SCCB
- SCCB agreement with multiple conditions Up to 120 days extensions 92

#### YY Position (the second two numbers) denotes Conditions Affecting the Agreement. The YY values are:

- Continuous Wage Levy (from ACS and RO) All other conditions
- One year rule (use for specific BAL DUE module agreements)
- In Business Trust Fund (IBTF) monitoring required
- Restricted Interest/Penalty condition present Unassessed modules to be included in agreement 27
- Streamlined agreements, less than 60 months, up to \$25,000
- BMF in Business Deferral Level (SCCB USE ONLY)
- Report Currently Not Collectible (CNC) if agreement defaults Cross-reference TIN (Status 63)
- File lien in event of default
- 70 Secondary TP responsible for Joint Liability
- Review and revise payment amount Up to 120 days extensions 80

When an agreement has more than one condition, use either 12 or 92 in the "XX" position and assign the primary condition (YY) based on the following priorities:

#1-53, #2-08, #3-27, or #4-15

The remaining multiple conditions will be input as a history item on IDRS by SCCB. For example, to construct a history item to record an unassessed module, use the following format:

> UM309312 (Unassessed module, MFT 30, 9312 Tax Period); or UMFILE LIEN (Unassessed module, file Lien, if appropriate)

## Installment Agreement Originator Codes

- Collection field function regular agreement Collection field function streamlined agreement 21
- Reserved
- 31 Reserved
- 50
- Field assistance regular agreement Field assistance streamlined agreement
- Field Assistance ICS regular agreement Field Assistance ICS streamlined agreement
- Examination regular agreement Examination streamlined agreement
- Toll-free regular agreement
- Toll-free streamlined agreement
- 72
- Paper regular agreement Paper streamlined agreement Voice Response Unit (system generated)
- Automated Collection Branch regular
- 76 77
- Automated Collection Branch streamlined
  Automated Collection Branch Voice Response Unit regular (system generated)
  Automated Collection Branch Voice Response Unit streamlined (system generated)
- 80 Other function regular agreement
- Other function-streamlined agreement Reserved for vendors all streamlined agreements 90-91

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### INSTRUCTIONS TO EMPLOYER

This payroll deduction agreement requires your approval. If you agree to participate, please complete the spaces provided under the employer section on the front of this form.

#### WHAT YOU SHOULD DO

- Enter the name and telephone number of a contact person. (This will allow us to contact you if your employee's liability is satisfied ahead of time.)
- Indicate when you will forward payments to IRS.
- Sign and date the form.
- After you and your employee have completed and signed the form, please return it (all parts) to IRS. Use the IRS address on the letter the employee received with the form or the address shown on the front of the form.

#### HOW TO MAKE PAYMENTS

- Please deduct the amount your employee agreed with the IRS to have deducted from each wage or salary payment due the employee.
- Make your check payable to the "United States Treasury." To insure proper credit, please write your employee's name and social security number on each payment.
- Send the money to the IRS mailing address printed on the letter that came with the agreement. Your employee should give you a copy of this letter. If there is no letter, use the IRS address shown on the front of the form.

Note: The amount of the liability shown on the form may not include all penalties and interest provided by law. Please continue to make payments unless IRS notifies you that the liability has been satisfied. When the amount owed, as shown on the form, is paid in full and IRS hasn't notified you that the liability has been satisfied, please call the appropriate telephone number below to request the final balance due.

If you need assistance, please call the telephone number on the letter that came with the agreement or write to the address shown on the letter. If there's no letter, please call the appropriate telephone number below or write IRS at the address shown on the front of the form.

For assistance, call: 1-800-829-0115 (Business), or

1-800-829-8374 (Individual – Self-Employed/Business Owners), or

1-800-829-0922 (Individuals - Wage Earners)

#### THANK YOU FOR YOUR COOPERATION

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#### INSTRUCTIONS TO TAXPAYER

If not already completed by an IRS employee, please fill in the information in the spaces provided on the front of this form for the following items:

- Your employer's name and address
- Your name(s) (plus spouse's name if the amount owed is for a joint return) and current address.
- Your social security number or employer identification number. (Use the number that appears on the notice(s) you received.) Also, enter your spouse's social security number if this is a joint liability.
- Your home and work telephone number(s)
- The complete name and address of your financial institution(s)
- The kind of taxes you owe (form numbers) and the tax periods
- The amount you owe as of the date you spoke to IRS
- · When you are paid
- The amount you agreed to have deducted from your pay when you spoke to IRS.
- The date the deduction is to begin
- The amount of any increase or decrease in the deduction amount, if you agreed to this with IRS; otherwise, leave BLANK

After you complete, sign (along with your spouse if this is a joint liability), and date this agreement form, give it to your participating employer. If you received the form by mail, please give the employer a copy of the letter that came with it.

Your employer should mark the payment frequency on the form and sign it. Then the employer should return all parts of the form to the IRS address on your letter or the address shown in the "For assistance" box on the front of the form.

If you need assistance, please call the appropriate telephone number below or write IRS at the address shown on the form. However, if you received this agreement by mail, please call the telephone number on the letter that came with it or write IRS at the address shown on the letter.

For assistance, call: 1-800-829-0115 (Business), or

1-800-829-8374 (Individual – Self-Employed/Business Owners), or

1-800-829-0922 (Individuals - Wage Earners)

Note: This agreement will not affect your liability (if any) for backup withholding under

Public Law 98-67, the Interest and Dividend Compliance Act of 1983.