

# Serving U.S. clients since 1956 with offices in Wisconsin and Minnesota.

## **Contract for Services**

#### Date

We appreciate the opportunity to work with you. To ensure complete clarity, we are setting forth the pertinent information about the services we will provide to you.

This contract is between Client (see last page) and 1095Hawk, an ACA 1095 reporting service of Hawkins Ash CPAs, LLP ("1095Hawk"). Our fees for services will be billed as work is completed, based on the current Pricing Schedule. Our fees are payable upon receipt of our invoice.

#### **Additional Services**

Our goal is to exceed your expectations. Please consider us for other services that we provide including:

#### Additional Affordable Care Act services

Affordability consulting Penalty consulting Data manipulation Data export Exchange notices
FTE calculation
E-file errors & TIN correction
Test data

## **Bookkeeping Services**

Record transactions (receipts and disbursements)
Accounts receivable reconciliation
Accounts payable reconciliation
Record adjusting journal entries
Accounting assistance
Reconcile bank statements
Sales tax reporting

Sales tax payments
Excise tax filing
Depreciation schedules
Prepare 1099's/1096
Prepare 1095's/1094
Statement of Personal Property return
Manufacturing Personal Property return

#### **Financial Statements**

Compiled financial statements Reviewed financial statements Audited financial statements Personal financial statements

#### Tax Services

Federal income tax return
State income tax return
State franchise report
Tax planning/consulting

## **Payroll Services**

Process and prepare paychecks (or direct deposit)
Federal and state liability payments
Additional Payments as needed (garnishment, etc.)
Prepare payroll tax returns
Prepare W-2's/W-3
Workers compensation audits
Tip reporting

## **Valuation Services**

3 Certified Valuation Analysts on staff

#### **Other Services Available**

Management consulting
Sales tax compliance consulting
Set up and revise accounting systems
Personal financial planning
Internal control consulting
QuickBooks, Sage 50 consulting
Annual corporate renewal
Offsite controllership

## **Electronic Filing**

This will authorize 1095Hawk and Hawkins Ash CPAs to submit 1094 and 1095 forms electronically to the Internal Revenue Service (IRS). We will electronically file the forms on your behalf prior to the current filing deadline contingent upon Client providing us with the necessary data in the required format by 60 days prior to the filing deadline.

## Legal

You are responsible for the determination of your insurance plan's compliance with the rules and regulations of the Affordable Care Act. We will not make any determination of the adequacy of the coverage offered under any health insurance plan. Please consult your insurance professional for a determination of your policy's compliance with the Affordable Care Act.

Our services are not designed to determine the status of any employee, the status of the employer's size, the minimum value of insurance offered, or if the employer is subject to the shared responsibility provisions under Section 4980H.

You are responsible for making all management decisions, performing all management functions, and for designating an individual who possesses suitable skill, knowledge, or experience to oversee any services we provide. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

None of these services can be relied on to detect errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors and evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our

attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this contract.

Our services are not designed to determine the taxability of your transactions for payroll or sales tax purposes, whether you have filing requirements in other taxing jurisdictions or to determine the status of any independent contractor as an employee. We are available under the terms of a separate contract to provide this service.

With respect to any services, work product, or other deliverables hereunder, or this contract generally, 1095Hawk's liability to the client will in no event exceed the fees that the 1095Hawk receives for the portion of the work giving rise to the liability.

The parties to this contract agree that any dispute that may arise regarding the meaning, performance or enforcement of this contract will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the contract. All mediations initiated as a result of this contract shall be administered by the American Arbitration Association ("AAA"). The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by both parties.

Any litigation arising out of this contract, except actions by 1095Hawk to enforce payment of 1095Hawk's professional invoices, must be filed within one year from the completion of the contract, not withstanding any statutory provision to the contrary.

1095Hawk shall not have any liability to the client for any special, consequential, incidental, punitive or exemplary damages or loss, including, but not limited to any lost profits, savings or business opportunity.

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of 1095Hawk or the ethical standards of our profession in continuing our service, we may suspend our services until a satisfactory resolution can be achieved, or we may resign from the service. We will notify you of such conflict as soon as practicable, and we will discuss with you any possible means of resolving the conflict prior to suspending our services.

In the unlikely event that you submit information that is considered Protected Health Information ("PHI") under the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA"), you will notify us. Upon notification, 1095Hawk will send you a Business Associate Agreement for your signature. Client shall hold 1095Hawk and Hawkins Ash CPAs, LLP harmless of PHI and states that none of the information provided to us is considered PHI under HIPAA, unless notified by Client. For more information see the related HHS.gov website at: <a href="http://www.hhs.gov/hipaa/for-professionals/covered-entities">http://www.hhs.gov/hipaa/for-professionals/covered-entities</a>

1095Hawk will be diligent to protect all client data using currently available commercial data protection and encryption software and procedures. Data submitted by Client while stored on the internet will be encrypted in transit and at rest with an SSL certificate.

This contract will remain in effect unless and until subsequently modified or cancelled by written notification by you or us. This contract has been signed electronically and Client hereby agrees to be bound to this Contract by electronic signature. Please keep a copy for your records. 1095Hawk may pay a referral commission.

We greatly appreciate you choosing 1095Hawk. If you have any questions, we shall be pleased to discuss them with you. We look forward to a long and mutually beneficial relationship.

Sincerely,	
1095Hawk, a service of Hawkins Ash CPAs, LLP	
Greg A. Kenworthy, CPA, Partner	
Acknowledgment of Client	
Client Name	
Client Contact Name (Signed Electronically)	Date
Signature (PLEASE SIGN ABOVE)	Date
Client Contact name	
Printed Name	
Client Address	
Client Address	Client Phone

Phone Number

Address