STATE OF CALIFORNIA

# STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 12 Pages

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| DGS MSA FDMS | 2 |
| REGISTRATION NUMBER | |

1. This Agreement is entered into between the State Agency and Contractor named below:

   STATE AGENCY'S NAME
   Department of General Services

   CONTRACTOR'S NAME
   First Data Merchant Services

2. The term of this Agreement is May 1, 2002 through April ~~20~~ 30, 2005 ~~7~~ 6 FS FS

3. The maximum amount of this Agreement after this amendment is: $0 $0

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

   The term of this contract is from May 1, 2002, through May 1, 2005, with two one-year options for extension. This amendment is to initiate the first one-year option to extend the term of this contract from May 1, 2005, through April 30, 2006, per the terms and conditions of the Master Service Agreement DGS MSA FDMS/RFP-DGS-OFA-CPAS; to provide guidance in the preparation of State agency Subscription Agreements, Exhibit A; and as required for State of California contract extensions, recertification of the General Terms and Conditions, Exhibit ~~C~~ B, Contractor Certification Clauses, Exhibit ~~D~~ C FS, and Payee Data Record Form, Std. 204, Exhibit ~~E~~ D FS FS.

   All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

| CONTRACTOR | CALIFORNIA Department of General Services Use Only |
|---|---|
| CONTRACTOR'S NAME *(If other than an individual, State whether a corporation, partnership, etc.)* First Data Merchant Services | |
| BY *(Authorized Signature)* Faye E Surette — DATE SIGNED *(Do not type)* 3/7/05 | APPROVED APR 22 2005 DEPT OF GENERAL SERVICES |
| PRINTED NAME AND TITLE OF PERSON SIGNING Faye E Surette, Relationship Manager | |
| ADDRESS 85 Ash St, Manchester, NH 03104 | |
| **STATE OF CALIFORNIA** | |
| AGENCY NAME Dept of General Services - Procurement Division | KLyttes |
| BY *(Authorized Signature)* Rita Hamilton — DATE SIGNED *(Do not type)* 4-4-5 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Rita Hamilton, Deputy Director | [ ] Exempt per: |
| ADDRESS 707 3rd Street, 2nd Floor, West Sacramento, CA 95605 | |

2. Page 2, Paragraph 4, Subscription Agreements is amended and reads as follows:

Based on the terms and conditions of this Master Service Agreement (MSA), DGS MSA FDMS/RFP-DGS-OFA-01-CPAS, individual Subscribers shall establish a Subscription Agreement with the Contractor in accordance with their specific credit card acceptance requirements. The Contractor shall provide solutions, as a result of an assessment or reassessment of the agency's needs and requested services of credit card acceptance needs relating to accounting practices, information requirements associated with payments and recovery of costs associated with credit card acceptance.

State agencies are required to complete a Standard Agreement Std. 213, Subscription Agreement. Local government agencies are required to complete a contractual agreement, meeting the contracting requirements of the Contractor and contracting local agencies in accordance to the terms and conditions of DGS MSA FDMS/RFP-DGS-OFA-01-CPAS.

A sample of the State agency Subscription Agreement is provided in Exhibit A, consisting of one page, and by reference made a part of the amendment. Should conflict arise between the DGS MSA FDMS/RFP-DGS-OFA-01-CPAS contract and the Subscription Agreement, the DGS MSA FDMS/RFP-DGS-OFA-01-CPAS Master Service Agreement shall take precedence.

The initial terms of the DGS MSA FDMS Subscription Agreement shall read as follows:

1. Contractor agrees to provide credit card acceptance services to the (Subscribing Agency Name) as provided under the terms and conditions of the Master Service Agreement DGS MSA FDMS/RFP-DGS-OFA-01-CPAS, its amendments and further agency specific terms and conditions.

2. The maximum term of this Subscription shall be (start date), through April 30. 2007, unless terminated earlier or extended by Department of General Services, per the terms of the Master Service Agreement DGS MSA FDMS/RFP-DGS-OFA-01-CPAS.

3. The participating State agency may terminate this Subscription Agreement at any time by giving thirty (30) days written notice to the other party, whether or not such other party is in default.

4. Master Service Agreement DGS MSA FDMS/RFP-DGS-OFA-01-CPAS and its amendments are incorporated by reference and made a part of this agreement. All other terms and conditions of Master Service Agreement DGS MSA FDMS/RFP-DGS-OFA-01-CPAS apply to this agreement.

# STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

[x] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED x Pages

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| DGS MSA FDMS | Subscription Agreement |
| REGISTRATION NUMBER | |

1. This Agreement is entered into between the State Agency and Contractor named below:
   STATE AGENCY'S NAME
   Subscribing Department Name
   CONTRACTOR'S NAME
   First Data Merchant Services
2. The term of this Agreement is (Start date) through April 30, 2007
3. The maximum amount of this Agreement after this amendment is: $0 $0
4. The parties mutually agree to this subscription as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
   1. Contractor agrees to provide credit card acceptance services to the (Subscribing Agency Name) as provided under the terms and conditions of the Master Service Agreement DGS MSA FDMS/RFP-DGS-OFA-01-CPAS, its amendments and further agency specific terms and conditions.
   2. The maximum term of this Subscription shall be (start date), through April 30. 2007, unless terminated earlier or extended by Department of General Services, per the terms of the Master Service Agreement DGS MSA FDMS/RFP-DGS-OFA-01-CPAS.
   3. The participating State agency may terminate this Subscription Agreement at any time by giving thirty (30) days written notice to the other party, whether or not such other party is in default.
   4. Master Service Agreement DGS MSA FDMS/RFP-DGS-OFA-01-CPAS and its amendments are incorporated by reference and made a part of this agreement. All other terms and conditions of Master Service Agreement DGS MSA FDMS/RFP-DGS-OFA-01-CPAS apply to this agreement.

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
|---|---|---|
| CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* First Data Merchant Services | | |
| BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS | | |
| **STATE OF CALIFORNIA** | | |
| AGENCY NAME Subscribing Agency Name | | |
| BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | [ ] Exempt per: |

**General Terms and Conditions – 304**

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, The Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public contract Code. Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made part of this Agreement by this reference as if attached hereto.

12. TIMELINES: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Sections 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less th expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government code Section 4554.

16. <u>CHILD SUPPORT COMPLIANCE ACT</u>: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ACTIVITIES: For all contracts, excepted fixed price contracts of $50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Sections 16645 through Section 16649 to this agreement and agrees to the following:

a. Contractor will not assist, promote or deter union organizing by employees performing work on a State service contract, including a public works contract.

b. No State funds received under this agreement will be used to assist, promote or deter union organizing.

c. Contractor will not, for any business conducted under this agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

d. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

**California Contract Code – 304**

**Certification**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| Contractor Firm Name (Printed) | Federal ID Number |
|---|---|
| First Data Merchant Services | 59-2126793 |
| By (Authorized Signature) Faye E Surette | |
| Printed Name and Title of Person Signing Faye E Surette | |
| Date Executed 3/29/05 | Executed in the County of USA |

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, section 8103) (Note applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be take against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.
   c. Every employee who works on the proposed Agreement will:
      i. Receive a copy of the company's drug-free workplace policy statement; and,

ii. Agree to abide by the terms of the company's statement of as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of the payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: The Contractor has made false certification, or violated the certification by failing to carry out the requirement as noted above. (GC 8350 et seq.)

3. National Labor Relations Board Certification: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has be issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (PCC 10296) (Noe applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement of costs incurred to assist, promote or deter union organizing.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments, or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials or the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: Commencing on July 1, 2004, Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1, 2004, and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former State employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (PCC 10410):

   a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
   b. No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

   Former State Employees (PCC 10411):

   a. For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
   b. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by the State agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving State service.

If Contractor violates any provision of the above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

   a. When agreements are to be performed in the State by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the State not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a coy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be:

   a. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
   b. subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste in discharge requirements or discharge prohibitions; or
   c. finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another State agency or other governmental entity.

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

# PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

**1**

**INSTRUCTIONS:** Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

**NOTE:** Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

**2**

**PAYEE'S LEGAL BUSINESS NAME** (Type or Print): First Data Merchant Services

**SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN** (Last, First, M.I.):

**E-MAIL ADDRESS:**

**MAILING ADDRESS:** 85 Ash St 2nd Flr

**BUSINESS ADDRESS:** Same

**CITY, STATE, ZIP CODE:** Manchester NH, 03104

**CITY, STATE, ZIP CODE:** Same

**3**

**PAYEE ENTITY TYPE**

**CHECK ONE BOX ONLY**

**ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):** 59-2126793

☐ PARTNERSHIP

☐ ESTATE OR TRUST

CORPORATION:
- ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
- ☐ LEGAL (e.g., attorney services)
- ☐ EXEMPT (nonprofit)
- ☑ ALL OTHERS

☐ INDIVIDUAL OR SOLE PROPRIETOR
ENTER SOCIAL SECURITY NUMBER: ___-__-____

(SSN required by authority of California Revenue and Tax Code Section 18646)

**NOTE:** Payment will not be processed without an accompanying taxpayer I.D. number.

**4**

**PAYEE RESIDENCY STATUS**

☐ California resident - Qualified to do business in California or maintains a permanent place of business in California.

☑ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.
- ☑ No services performed in California.
- ☐ Copy of Franchise Tax Board waiver of State withholding attached.

**5**

**I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.**

**AUTHORIZED PAYEE REPRESENTATIVE'S NAME** (Type or Print): Faye E Surette

**TITLE:** Relationship Manager

**SIGNATURE:** Faye E Surette

**DATE:** 3/29/05

**TELEPHONE:** (603) 232-2087

**6**

**Please return completed form to:**

**Department/Office:** _____

**Unit/Section:** _____

**Mailing Address:** _____

**City/State/Zip:** _____

**Telephone:** (___) _____ **Fax:** (___) _____

**E-mail Address:** _____

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

# PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

| | |
|---|---|
| 1 | **Requirement to Complete Payee Data Record, STD. 204**<br><br>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.<br><br>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code. |
| 2 | Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here. |
| 3 | Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).<br><br>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN). |
| 4 | **Are you a California resident or nonresident?**<br><br>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.<br><br>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.<br><br>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.<br><br>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.<br><br>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:<br>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov<br>For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov |
| 5 | Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed. |
| 6 | This section must be completed by the State agency requesting the STD. 204. |
| | **Privacy Statement**<br><br>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.<br><br>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000.<br><br>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.<br><br>All questions should be referred to the requesting State agency listed on the bottom front of this form. |