

**Certification for PSA with Current State Employee** 

#### Instructions:

- The agency that seeks to enter into a Personal Service Agreement ("PSA") with a current State employee ("Contracting Agency") must complete Section One of this form.
- The Contracting Agency shall keep a copy of the form in a suspense file and forward the original to the agency that currently employs the Contractor/State employee ("Employing Agency").
- Once the Employing Agency completes Section Two of this form and returns it to the Contracting Agency, the Contracting Agency must complete Section Three and have the Contractor/State employee complete Section Four.
- The Contracting Agency must maintain the fully-executed original of this form as an Addendum to the final PSA.

# **SECTION ONE: To be Completed by the CONTRACTING AGENCY**

State Employee/Contractor's Name:	State Employee Number:			
State Employee/Contractor's Home Address:	Today's Date:			
Name and Address of Employing Agency:				
Name and Address of Contracting Agency:				
PSA Number:	Term of PSA:			
Services to be performed under the PSA:				
Time Requirements Anticipated to Perform PSA Services (including days/hours, if applicable):				

## **SECTION TWO: To be Completed by the EMPLOYING AGENCY**

Instructions: Complete and return original to Contracting Agency listed above. Retain a copy for the Employing Agency's files.

State Employee's/Contractor's Position Title with Employing Agency:

**Duties Performed:** 

Current Work Schedule

Day Monday Thursday Friday Saturday Sunday Tuesday Wednesday

Time In:

Time Out:

### EMPLOYING AGENCY CERTIFICATION

I certify that:

- The services to be provided under the PSA are separate and distinct from the duties and responsibilities that the Contractor/State employee performs at this agency;
- Performing the services under the PSA would not impair the Contractor/State employee's independence of judgment with regard to his/her duties at this agency, would not induce him/her to disclose confidential information learned during the course of his/her employment at this agency, and would not otherwise create an actual or potential conflict of interest; and

Signature (Agency Head or Authorized Designee):			
Title:	Date:		

### **SECTION THREE:** To be Completed by the CONTRACTING AGENCY

I certify that:

- The services to be provided under the PSA are separate and distinct from the duties and responsibilities that the Contractor/State employee performs at the Employing Agency;
- Performing the services under the PSA would not impair the Contractor/State employee's independence of judgment with regard to his/her duties at the Employing Agency, would not induce him/her to disclose confidential information learned during the course of his/her employment at the Employing Agency, and would not otherwise create an actual or potential conflict of interest;
- The PSA was solicited and awarded pursuant to the existing statutes and rules regarding Personal Service Agreements; and
- The Contracting Agency will document and review the services performed and hours worked by the Contractor/State employee under the PSA to ensure that no equipment, systems, materials, time or personnel from the Employing Agency are used to perform the duties under the PSA.

Signature	(Agency	Head	or A	Authorized	Designee):
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Title:

Date:

## **SECTION FOUR:** To be Completed by the Contractor/State Employee

I certify that:

- The services to be provided under the PSA are separate and distinct from the duties and responsibilities that I perform at the Employing Agency;
- Performing the services under the PSA would not impair my independence of judgment with regard to my duties at the Employing Agency, would not induce me to disclose confidential information learned during the course of my employment at the Employing Agency, and would not otherwise create an actual or potential conflict of interest; and
- I will not utilize the equipment, systems, materials or personnel of the Employing Agency to perform the services or to complete the duties required under the PSA, nor will I perform any PSA services or duties during time owed to the Employing Agency.

Signature:	Date: