

**INDIANA ADJUTANT GENERAL'S OFFICE**  
**INDIANA NATIONAL GUARD REFERRAL ENLISTMENT PROGRAM**

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**REF-2019-001 Purpose and Authority**

- A. Purpose. This Program describes the Adjutant General's Office's (hereinafter "AGO") establishment, management, and operation of a Referral Enlistment Program ("REP") for individuals to refer candidates, known as "Leads," to the Indiana Army National Guard and the Indiana Air National Guard (hereinafter collectively referred to as the "INNG") Recruiting Commands for enlistment or transfer into the INNG.
- B. Authority. This Program is authorized by:
1. IC 10-16-2-4.
  2. IC 10-16-2-9(a).
  3. IC 10-16-2-9(g).

This Program is fiscally supported by the AGO through appropriations it receives from the General Fund.

**REF-2019-002 Coverage and Exclusions**

- A. The following individuals may be Personnel Development Coordinators ("PDCs") and are eligible to receive the referral incentive:
1. A civilian, non-military adult (over the age of 18) who provides a documented and verified Lead to an INNG recruiter that results in that Lead achieving the designated benchmarks.
  2. A civilian, non-military employee of the AGO who provides a documented and verified Lead to an INNG recruiter that results in that Lead achieving the designated benchmarks
  3. A current or retired member of the United States Armed Forces or the Indiana National Guard, who provides a documented Lead to an INNG recruiter that results in that Lead achieving the designated benchmarks.
- B. Current members of the INNG's Recruiting and Retention Commands, their spouses, or individuals living in their household are NOT eligible to receive the referral incentive until or

unless at least one year has passed since the individual's formal separation from Recruiting Command.

- C. Individuals working directly with the Recruiting and Retention Commands on other recruiting programs or initiatives, such as the Recruiting Force Multiplier (RFM) Program, or other similar programs, are NOT eligible to receive the referral incentive.
- D. The AGO's Director of State Operations (hereinafter "DoSO") is the final authority on determining a specific individual's eligibility to participate in the Program.

### **REF-2019-003 Responsibilities**

#### **A. AGO Controller**

1. Update and maintain this Program when required.
2. Maintain appropriate records of all Service Contracts and make appropriate payments to PDCs when established benchmarks have been achieved.
3. Prepare and submit a report, no less than annually, regarding the execution and implementation of the REP, to be provided to the Indiana State Budget Agency and the Indiana Adjutant General.
4. Prepare other periodic reports or status updates as requested by the Adjutant General or the DoSO.
5. Monitor the use of referral incentives to ensure that payments are made to PDCs timely and consistently within the parameters established by this Program.
6. Maintain files and databases of all incentives paid under the REP for tracking, reporting, and auditing purposes.

#### **B. AGO General Counsel (GC)**

1. Provide oversight and management of PDC Referral Contracts.
2. Coordinate directly with INNG Recruiting Commands to ensure all contract terms and conditions are being met.
3. Coordinate directly with INNG Recruiting Commands to determine when the Referral Incentive shall be paid to PDCs, consistent with the Leads successfully achieving the designated benchmarks.
4. Ensure that all Service Contracts are executed in a consistent manner to all participants and personnel operating within in the Program parameters.
5. Coordinate with AGO Controller regarding timely and accurate payment of referral incentives to PDCs.

### **C. Personnel Development Coordinator (PDC)**

1. Operate as a contractor under signed agreement with the AGO to provide verified Leads to INNG Recruiting.
2. Coordinate directly with INNG Recruiting Commands to ensure that Leads are approached, recruited, and enlisted in compliance with, and subject to, Recruiting Command directives and INNG recruiting policies and procedures.
3. Provide any documentation or other requested evidence to Recruiting Commands or the AGO, as requested, regarding any particular Lead or enlisted member engaged by the PDC.

### **D. Recruiting Commands**

1. For purposes of this policy, "Recruiting Commands" refers to the specific Indiana Army Recruiting Command as well as the appropriate Indiana Air National Guard equivalent. This policy applies equally and establishes equal opportunities for Lead development in both Army and Air National Guard scenarios.
2. Establish baseline requirements and other criteria necessary to verify that a Lead provided by a PDC meets minimum requirements for enlistment in the INNG.
3. Coordinate and communicate with PDCs on the establishment and development of relationships between the PDC, the INNG recruiter, and the INNG generally.
4. Certify to the CO the Lead's execution of an INNG Enlistment Contract and provide other documentation as necessary to support the full execution of the Service Contract and to process payment of the referral incentive to the PDC.
5. Track a Lead's progress through the BCT, AIT, and IADT training processes.

## **REF-2019-004 Criteria and Process**

### **A. Referral Incentive**

1. PDCs shall enter into a Service Contract with the AGO which shall set forth the terms and conditions of service. All terms and conditions of the Service Contract must be met in order for the PDC to receive the Referral Incentive.
2. The PDC is required to enter into a Service Contract for each Lead that the PDC develops.

### **B. Benchmarks**

1. In addition to executing a Service Contract, the PDC shall complete an AGO-provided form in order to be entered into the State of Indiana's Peoplesoft system as vendor which will make them eligible to receive direct deposit payments from the State of Indiana.

2. Once a PDC has engaged a new enlistment Lead, the PDC shall present, in person, both the Lead and a Service Contract application to an INNG Recruiter. Presentation of the Lead and the Service Contract application shall establish the PDC's claim for the specific new enlistment Lead. For new enlistments, the INNG Recruiter shall indicate in the remarks section of the DD Form 1966 the name of the PDC.
3. New enlistments to the INNG shall execute an Enlistment Contract with the INNG. PDC information shall NOT be added to DD Form 1966s retroactive of the Lead executing an Enlistment Contract with the INNG.
4. ISTs shall execute NGB Form 22-5 (Army) or DD Form 4 (Air) and the name of the PDC can be entered on that form. ISRs shall execute DA Form 5690 (the name of the PDC shall be entered into block 47 of the DA Form). Once the name of the PDC is recorded on these forms this will establish sufficient proof that the PDC has performed the services required by the Services Contract. The PDC does not need to present his or her lead in person in IST or ISR scenarios.
5. The INNG Recruiter shall witness the Lead sign the Enlistment Contract or executing the appropriate transfer documentation and acknowledge the PDC's assistance in bringing the Lead into the recruiting office or otherwise assisting with the development of the Lead.
6. The INNG Recruiter shall sign the PDC's Service Contract in his official capacity as an INNG Recruiter, verifying that the PDC presented the Lead in person to the Recruiter (or in the case of ISRs and ISTs, assisted with the Lead's recruitment), that the Lead is initially eligible for recruitment into the INNG, and that the PDC had properly established claim over the Lead for purposes of the Referral Incentive.
7. Recruiting Commands shall assign a Control Number to the Lead and to the Service Contract indicating the date, time, and the first four letters of the Lead's last name:
  - a. Example - Recruit John Smith signs endorsement contract on December 22, 2019, at 10:05 in the morning. Control number would be 2019-12-22-1005-Smit.

The control number shall be recorded in the appropriate blank at the top of the Service Contract.
8. Upon establishment that the Lead has executed an INNG Enlistment contract, the Lead must successfully pass a drug screen. Recruiting Command shall hold all associated documentation regarding the Lead for at least ten (10) business days or until the drug screen results are known.
9. Drug screens are not required for ISR or IST candidates.
10. If the Lead successfully passes the drug screen, then his or her enlistment documentation shall be forwarded to the AGO by Recruiting Command for verification and approval of payment of the Referral Incentive to the PDC.
11. Documentation on the Lead shall be managed by INNG Recruiting Commands and communicated to the AGO when the Lead has met the designated benchmarks.
12. If the Lead does not pass the initial drug screen, then the Service Contract with the PDC

shall be terminated for that Lead and no payment shall be rendered on the contract.

13. Acknowledgment and approval of services rendered by the PDC shall be forwarded from the GC to the AGO Controller to process payment of the Service Contract.
14. The AGO Controller shall direct all payments be made to the PDC through the Indiana Auditor of State.
15. The AGO Controller shall maintain appropriate records and files of each referral transaction that takes place under this Program. AGO records shall include, at a minimum:
  - a. The Name, Address, and Social Security Number of the PDC.
  - b. Direct deposit information of the PDC used to substantiate payment.
  - c. The Name, Address, and Social Security Number of the Lead.
  - d. A copy of the Service Contract between the AGO and the PDC.
  - e. A copy of the Lead's INNG Enlistment Contract.
  - f. The Name, Rank, and other identifying information of the INNG Recruiter working directly with the Lead on his/her enlistment in the INNG.
16. All payments shall be made via Direct Deposit and in accordance with the State of Indiana's vendor pay requirements and procedures - no exceptions.
17. All payments and associated documentation related to this Program are subject to audit by the State Board of Accounts or other appropriate auditing process requested by the State of Indiana.
18. Any requests for exceptions to the provisions outlined above shall be forwarded to the AGO Director of State Operations for further review and action.

**REF-2019-005 Service Contracts**

A. Before paying a Referral Incentive under this Program, the PDC must execute a written AGO Service Contract that includes the following:

1. A specified period of service with the AGO, typically running from the moment of engagement with the Lead until the Lead completes all benchmarks.
2. Directives, guidance, or rules of engagement established by INNG Recruiting Commands regarding the PDC's interaction with Leads developed for purposes of enlistment in the INNG.
3. The total amount of the Referral Incentive and the method for paying the Incentive.
4. Any discretionary and mandatory conditions under which the GC may or must terminate the Service Contract and the obligations of the AGO if the Service Contract is terminated.

5. The Service Contract may include any other terms or conditions that, if violated, will result in termination of the Service Contract.

B. A copy of the Service Contract template is attached hereto and made a part hereof as Exhibit "A".

C. Termination of the Service Contract. The Service Contract may be terminated by the AGO based on discretionary or mandatory reasons.

1. The GC may cancel a Service Contract at any time the AGO Controller determines that State funds are no longer available to support this Program or any individual Service Contract.
2. Service Contracts WILL be terminated if the AGO determines that any Incentive has been paid or an attempt to receive payment has been made as result of fraud, misrepresentation, or dishonesty in the engagement of a Lead or in the execution of an INNG Enlistment Contract.
3. The GC may cancel the Service contract If Recruiting Command does not receive meaningful contact from a PDC regarding request information or documentation to support the Service Contract for a period exceeding sixty (60).
4. The termination of a Service Contract is final and conclusive, and not subject to appeal or grievance.
5. The GC shall notify the PDC in writing if it terminates a Service Contract.

#### **REF-2019-006 Documentation, Reporting and Monitoring**

A. Documentation. Recruiting Commands shall document the decision regarding the approval of a Referral Incentive in sufficient detail to justify the payment and to reconstruct the action.

B. All documentation will be submitted to the AGO Controller for review for sufficiency, adherence to this Program, and for record keeping purposes. The documentation shall include, at a minimum, the information referenced in REF-2019-004(A)(15).

C. Reporting. The AGO Controller shall prepare an annual report, with input and assistance from both the GC and INNG Recruiting Commands, for Indiana State Budget Agency and Adjutant General review. The report shall include, at a minimum:

1. The number of Referral Incentives awarded.
2. Name and address of all PDCs receiving incentives.
3. The category of individual receiving the Referral Incentive (AGO Employee, Retired or Active member of the Armed Forces, guidance counselor, teacher, etc.).
4. Total dollar amount paid for referral incentives under this Policy.
5. The total number of Service Contracts terminated.
6. The total number of Service Contracts outstanding or otherwise unpaid.
7. The name and rank of the recruiter that the PDC worked with in development of the Lead.

8. A narrative discussion of the situations for which the referral incentive was used, the effectiveness of Referral Incentives in the overall recruiting effort, and any recommendations for improving the use of the Referral Incentive in terms of both regulatory changes as well as AGO requirements and flexibilities.

D. Monitoring.

1. The AGO Controller must monitor the use of the REP to ensure that the execution of the Program and the payment of Referral Incentives is consistent with the requirements of applicable laws, regulations, and this program.
2. The AGO Controller shall audit this program on no less than quarterly and, in coordination with the Recruiting Commands, will provide a monthly update to TAG regarding the utilization of program funds as well as the overall effectiveness and health of the program.
3. If this program cannot or is not being executed in compliance with established requirements, the AGO Controller or the CO shall recommend appropriate adjustments or changes to procedure or cancellation of the program in its entirety.

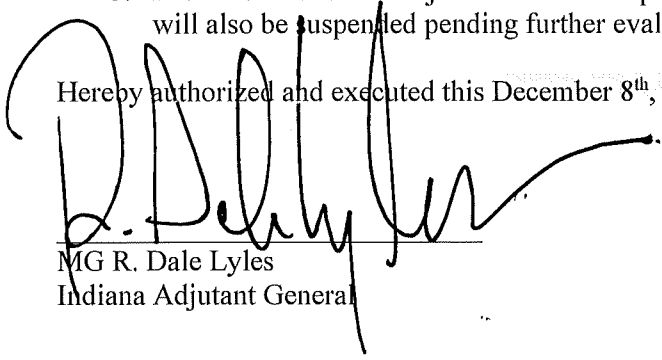
**REF-2019-007 Definitions and Acronyms**

- A. **AIT.** Advanced Individual Training. An element of initial active duty training.
- B. **AGO Controller.** For purposes of this Program, the AGO Controller is the individual designated by the Adjutant General to provide fiscal oversight and budgetary control over the REP.
- C. **AGO General Counsel.** The AGO General Counsel is the primary oversight and management director of all Service Contracts executed under this policy, upon which the Referral Incentive can be paid.
- D. **Lead.** An individual who has been identified by a PDC as a person with appropriate interest and eligibility to become an enlisted member of the INNG.
- E. **Personnel Development Coordinator.** A contracted individual who is eligible to receive a referral incentive consistent with this Program.
- G. **Recruiting Commands.** Directorate of the INNG that provides command oversight and control of INNG recruiting efforts, including appropriate Indiana Air Guard equivalent
- H. **Referral Incentive.** A one thousand dollar (\$1000.00) incentive paid to a PDC when an established Lead signs a an INNG Enlistment Contract with the INNG and successfully completes a drug screen. In the case of IST candidates, execution of NGB Form 22-5, and for ISR candidates, DA Form 5690.
- I. **Service Contract.** A written agreement entered into between a PDC and the AGO for purposes of providing the INNG with recruiting Leads.

**REF-2019-008 Effective Date and Duration**

- A. This Program will be effective 17 October 2022 and shall remain in effect through June 30, 2023. The Program may be renewed, extended, amended, or suspended by the Adjutant General.
- B. All Service Contracts executed prior to the Program's expiration may be honored provided that funding is available.
- C. In the event that the Adjutant General suspends the Program, all Service Contracts then in effect will also be suspended pending further evaluation by the Adjutant General.

Hereby authorized and executed this December 8<sup>th</sup>, 2023.

A large, stylized handwritten signature in black ink, appearing to read 'R. Dale Lyles', is written over a horizontal line. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

MG R. Dale Lyles  
Indiana Adjutant General