**PROFESSIONAL SERVICES CONTRACT**

**VIRGINIA NATIONAL GUARD REFERRAL ENLISTMENT PROGRAM**

This Contract (“this Contract”), entered into by and between the Virginia National Guard (VNG) (the “State”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor**. The Contractor shall provide the following services relative to this Contract:

A. Operate on behalf of the VNG as a liaison between individuals who are both eligible and interested in joining the VNG (“Leads”) and the Virginia National Guard’s Recruiting Elements.

**2. Consideration.** The Contractor will be paid for performing the duties set forth above:

(a) The Contractor will receive:

(1) New recruits – Five hundred dollars ($500.00) once a verified Lead has executed an Enlistment Contract with the Virginia National Guard and successfully passed an initial drug screen. The Contractor will receive an additional five hundred dollars ($500.00) once a verified Lead has completed their Initial Active-Duty Training (IADT/BCT) or equivalent.

(2) New Recruit eligible for Split Training Option - Five hundred dollars ($500.00) once a verified Lead has executed an Enlistment Contract with the Virginia National Guard and successfully passed an initial drug screen. The Contractor will receive an additional Five hundred dollars ($500.00) once a verified Lead has completed BCT or BMT.

(3) New Recruit enrolled in ROTC as an SMP Cadet – One thousand dollars ($1,000.00) once a verified Lead has executed an Enlistment Contract with the Virginia National Guard, successfully passed an initial drug screen, and have been designated as an SMP Cadet.

(4) Recruit with qualified prior service – One thousand dollars ($1,000.00) once a verified Lead has executed an Enlistment Contract with the Virginia National Guard and successfully passed an initial drug screen.

(5) Virginia Army National Guard (VAARNG) recruit with prior service exceeding five years previous - Five hundred dollars ($500.00) once a verified Lead has executed an Enlistment Contract with the Virginia National Guard and successfully passed an initial drug screen. The Contractor will receive an additional Five hundred dollars ($500.00) once a verified Lead has completed their Initial Active-Duty Training (IADT/BCT) or equivalent.

(6) Virginia Air National Guard (VAANG) recruit with prior service - Five hundred dollars ($500.00) once a verified Lead has executed an Enlistment Contract with the Virginia National Guard and successfully passed an initial drug screen. The Contractor will receive an additional Five hundred dollars ($500.00) once a verified Lead has completed their Technical Training

(7) Recruits who sign an ROTC contract prior to the completion of IADT - Five hundred dollars ($500.00) once a verified Lead has executed an Enlistment Contract with the Virginia National Guard and successfully passed an initial drug screen. The Contractor will receive an additional Five hundred dollars ($500.00) upon execution of the ROTC contract.

(c) All payments noted above will also be subject to the requirements of the Recruit Enlistment Program Policy. A Copy of the policy will be provided to the Contractor upon request.

Total remuneration under this Contract shall be no less than One thousand dollars ($1,000.00) per qualified lead generating an enlistment.

**3. Term**. This Contract shall commence on the date of execution and be effective for a period of no longer than twelve (12) months or upon conclusion of the State Fiscal Year, whichever date is earlier.

**4. Compliance with Laws.** The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

**5. Compliance with Policy.** The Contractor shall comply with previously established Referral Enlistment Program Policy dated 1 September 2022. The undersigned agrees that they have no affiliation with the Virginia National Guard Recruiting and Retention Element or any relative or household member that does have such an affiliation.

**6. Funding Cancellation**. When the Director of the Virginia Department of Planning and Budget (DPB) makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this contract, this contract shall be canceled. A determination by the Director of DPB that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**7. Contract Termination.** The service contract may be terminated by the DMA based on sole discretion of the DMA for whatever reason.

(a) The DMA may cancel a service contract at any time the DMA determines that funds are no longer available to support the REP or any individual service contract.

(b) Service contracts may be terminated if the lead is separated for cause prior to BCT/BMT, AIT/Technical Training, or if any of the established criteria are not met to the satisfaction of the DMA or VNG Recruiting Commands.

(c) Service contracts will be terminated if the DMA determines any incentives have been paid or an attempt to receive payment has been made as a result of fraud, misrepresentation, or dishonesty in the engagement of a lead of in the execution of a VNG enlistment contract.

(d) The termination of a service contract is final and conclusive, and not subject to appeal or grievance.

(e) The DMA shall notify the PDC in writing in the event of a terminated service contract.

**8. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Virginia. Suit, if any, must be brought in the Commonwealth of Virginia.

**9. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor, in the performance of this Contract.

**10. Independent Contractor; Workers’ Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide its own unemployment and workers’ compensation insurance if required by law.

**11. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Virginia Department of Military Affairs

Attn: Chief Financial Officer

P.O. Box 600

Blackstone, VA 23824

B. Notices to the Contractor shall be sent to:

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As required, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Commonwealth of Virginia.

**12. Taxes**. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract. The contractor is likely subject to taxes after receiving compensation from this program.

**13. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, whenever, for any reason, the State determines that such termination is in its best interest. Termination is immediate. Notification shall be sent to the Contractor within 48 hours of termination.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor. The contractor has not been offered any sum of money or other consideration for the execution of this contract other than that which appears upon the face hereof. In witness whereof, Contractor, and the State through its duly authorized representative, have entered into this contract. The parties, having read and understood the foregoing terms of this contract, do by their respective signatures below agree to the terms thereof.

Personnel Development Coordinator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Signature)*

Approved by:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shannon D. Carter, Deputy CFO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CPT Joshua Charlton, REP Manager

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_