



Defense Health Agency **ADMINISTRATIVE INSTRUCTION**

NUMBER 043

J-1, LDD

SUBJECT: Continued Service Agreement (CSA)

References: See Enclosure 1.

1. **PURPOSE.** This Defense Health Agency-Administrative Instruction (DHA-AI), based on the authority of References (a) and (b), and in accordance with the guidance of References (c), (d), and (f):

a. Establishes procedures to implement the Government Employees Training Act, codified at Reference (d), which gives agency heads authority to determine the conditions for requiring CSAs for training provided. The law states that, before an employee is assigned to training, the employee must agree in writing to continue to serve in the Federal Government for at least three times the length of the training period. If the employee voluntarily leaves the Federal Government before the agreed upon service period, the agency has the right to recover payment. CSAs actively promote Defense Health Agency (DHA) as a responsible guardian of capital resources, while offering the opportunity to pursue world class educational opportunities to employees in a fair and equitable manner.

b. Hereby cancels Reference (e) and reissues it herein to set forth the criteria and responsibilities for implementing the DHA CSA.

2. **APPLICABILITY.** This DHA-AI:

a. Applies to all DHA personnel to include: assigned, attached, or detailed Service members, federal civilians, and other personnel assigned temporary or permanent duties at DHA, to include regional and field activities (remote locations) and the National Capital Region/J-11 activities (centers, clinics, and Medical Treatment Facilities).

b. Continues to apply if the employee separates from the DoD before fulfilling their CSA requirements. The employee will be required to repay the cost of the training, full cost, or pro-rated amount according to the guidelines herein. If the employee fails to continue to serve in

his/her agency (defined as an Executive department or a Government corporation) for the agreed amount of time, the agency may recover the cost of the training to be set off against accrued pay, compensation, retirement credit, or other monies due the employee.

c. Does not apply to employees who are not eligible to participate in training that would require a CSA. For example:

(1) Summer students or temporary interns.

(2) Federal contractors are not governed by the Office of Personnel Management's policies or by DHA's procedures.

d. Contains criteria that can be waived by the Director, DHA. Any questions or concerns about this DHA-AI or its requirements should be referred to the Chief, DHA Learning and Development Division (LDD).

3. POLICY IMPLEMENTATION. It is DHA's policy, pursuant to Reference (d), that all training courses lasting longer than 39 hours and/or costing \$1,500 or more require a CSA to be signed by the employee and their supervisor. DHA employees are required to sign a CSA before the training begins. If an employee fails to sign a CSA before training begins, the employee can be denied training. Examples of training subject to this DHA-AI are: internal and external leadership development programs, Senior Executive Service candidate development programs, academic degree programs, certification or certificate programs, continuing education unit courses, seminars and conferences, and any other training deemed appropriate for a CSA requirement by the Chief, LDD.

4. RESPONSIBILITIES. See Enclosure 2.

5. PROCEDURES. See Enclosure 3.

6. RELEASABILITY. **Not cleared for public release**. This DHA-AI is available to users with Common Access Card authorization on the DHA SharePoint site at: <http://www.health.mil/dhapublications>.

7. EFFECTIVE DATE. This DHA-AI:

a. Is effective upon signature.

b. Will expire 10 years from the date of signature if it has not been reissued or cancelled before this date in accordance with DHA-Procedural Instruction 5025.01 (Reference (c)).



R. C. BONO
VADM, MC, USN
Director

Enclosures

1. References
2. Responsibilities
3. Procedures
4. Sample Defense Health Agency Continued Service Agreement Form 39

Glossary