



Defense Health Agency **ADMINISTRATIVE INSTRUCTION**

NUMBER 043
June 19, 2018

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
WADM, MC, USN
Director

Enclosures

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

Glossary

ENCLOSURE 1

REFERENCES

- (a) DoD Directive 5136.01, "Assistant Secretary of Defense for Health Affairs (ASD(HA))," September 30, 2013, as amended
- (b) DoD Directive 5136.13, "Defense Health Agency (DHA)," September 30, 2013
- (c) DHA-Procedural Instruction 5025.01, "Publication System," August 21, 2015
- (d) United States Code, Title 5, Section 4108
- (e) DHA-Administrative Instruction 043, "Continued Service Agreement (CSA) Procedures," January 28, 2015 (hereby cancelled)
- (f) Office of Personnel Management, "Fact Sheet on Continuing Service Agreements," September 4, 2009

ENCLOSURE 2

RESPONSIBILITIES

1. DIRECTOR, DHA. The Director, DHA, will oversee the requirements and procedures in accordance with this DHA-AI.

2. CHIEF, LDD. The Chief, LDD, will:
 - a. Administer the LDD program and oversee the application and interpretation of the CSA.
 - b. Administer the requirements and procedures in accordance with this DHA-AI.

3. TRAINING SPECIALIST, LDD. The Training Specialist, LDD, or designated administrator, will:
 - a. Provide this DHA-AI to each employee requesting registration in a training or professional development opportunity that requires monetary funding from the government.
 - b. Notify the employee if an incomplete CSA is received.
 - c. Maintain a file for signed CSAs. Report the service obligation to the Human Resources Service Center - Northwest for inclusion in the employee's record. The CSA date will be maintained by LDD.

4. SUPERVISOR(S)/RATING OFFICIAL(S). The Supervisor(s)/Rating Official(s) will:
 - a. Determine the eligibility of their direct report employees to participate in training opportunities and acknowledge the service obligation time period dictated by the service obligation charts in Enclosure 3.
 - b. Ensure the Standard Form (SF) 182 is completed correctly (not to include personally identifiable information e.g., birthdate or Social Security number) and send the completed SF 182 a minimum of 30 days prior to the training start date to the SF 182 LDD Mailbox at: LDD.SF182@dha.mil.
 - c. Sign and forward the DHA CSA to LDD at dha.ncr.admin-mgt.mbx.ldd-customer-satisfaction@mail.mil.

5. DHA EMPLOYEES. DHA Employees will:

a. Complete and sign the DHA CSA (Enclosure 4) at the time they complete the SF 182, and prior to program course start date. Obtain supervisor signature on the DHA CSA Form 39, and ensure the document is forwarded to LDD.

b. Submit the signed CSA and SF 182 to their supervisor for approval, and ensure documents are forwarded to the SF 182 LDD Mailbox at: dha.ncr.admin-mgt.mbx.sf182-mailbox@mail.mil.

6. DHA COMPTROLLER. The DHA Comptroller will ensure employee's organization has the funding to pay for employee's requested training.

ENCLOSURE 3

PROCEDURES

The Service Obligation Reference Charts and the DHA CSA Form 39 will be enforced as noted here and in accordance with Reference (f).

1. SERVICE OBLIGATION REFERENCE CHARTS

a. Continued service obligations are based on the cost of the training according to the chart below. The final decision regarding service obligations in excess of what is stated in the chart will belong to the Chief, LDD.

Cost of training is \$1,500 to \$2,999	Cost of training is \$3,000 to \$7,999	Cost of training is \$8,000 to \$20,000	Cost of training is over \$20,000 to \$50,000	Cost of training is over \$50,000
Service Obligation: Minimum of 3 months is required	Service Obligation: Minimum of 6 months is required	Service Obligation: Minimum of 12 months is required	Service Obligation: Minimum of 24 months is required	Service Obligation: Minimum of 36 months or more is required

b. The minimum service obligation to the Federal Government cannot be less than three times the length of the training period, calculated based on training duty hours away from DHA; factored by way of the equation: (____ weeks of training times (5) days times (8) hours = ____ training duty hours) x 3 = _____ minimum service obligation to DoD. The greater of the minimums noted will prevail.

c. In the event the only cost for the training is temporary duty expenses, or if training duty hours are the sole basis for establishing the service obligation, then the service obligation will be based on actual training duty hours, or time spent in training, which may be different than the actual length of the training period (dates). Subject to this scenario, the service obligation will be based on the chart below:

Training duty hours under 100 hours	Training duty hours between 101 and 240 hours	Training duty hours total over 240 hours
Service Obligation: Minimum of 2 months is required	Service Obligation: Minimum of 4 months is required	Service Obligation: Minimum of 6 months is required

d. All service obligations referenced above are calculated using business days or work duty hours, not calendar days.

2. ACADEMIC DEGREE PROGRAMS. For employees participating in academic degree programs, the CSA obligation begins after the completion of each semester/quarter. After each completed semester/quarter, the service obligation period is recalculated to reflect extension of obligation. Total semester cost or total course hour cost will be the basis for determining service obligation for academic degree programs/courses; however, the minimum service obligation cannot be less than three times the length of the course.

For any single academic course, single online course, or single developmental course, the service obligation begins upon completion of the course, according to the service obligation chart(s) above. The minimum service obligation cannot be less than three times the length of the course.

3. EMPLOYEE SEPARATION FROM DHA/DoD

a. In the event the employee separates from DHA to enter into service of another Federal agency external to the DoD prior to completing the requirements of their CSA, the employee will be required to reimburse DHA for the period of service not completed, which is the full amount if the employee has completed less than 50% of the CSA by the time they leave. If the employee has completed more than 50% of the CSA at the time of departure, then a pro-rated amount of the cost of the training program will be required to be re-paid.

Example:

If 60% of the CSA time has been fulfilled at time of departure, then 40% of the cost needs to be re-paid by the employee.

If 70% of the CSA time has been fulfilled at the time of departure, then 30% of the cost needs to be re-paid by the employee.

b. If an employee is involuntarily separated from the Federal Government, the employee no longer is required to reimburse the agency. The agency cannot require reimbursement under these circumstances. A waiver may be granted if an employee resigns due to personal illness, illness of a family member, or inability to make required payment because of severe financial hardship. This will be determined on a case-by-case review by the Chief, LDD.

c. The Chief, LDD, may waive the CSA in whole or in part if it is shown that the recovery would be against equity and good conscience or against the public interest.

4. EMPLOYEE WITHDRAWAL FROM TRAINING PROGRAM

a. If an employee voluntarily withdraws from a training program while subject to a CSA,

then DHA requires that the employee continue in service according to the service obligation chart(s) noted. An employee that is removed from a training program (e.g., for performance-related issues) while under a CSA would be required to reimburse DHA for the total cost of the program within 30 days of removal.

b. All DHA service obligations will be in effect from the date of this DHA-AI. All previously computed service obligations remain in effect, and will not be adjusted per this instruction.

5. DHA CSA FORM 39 FOR DHA EMPLOYEES. The SF 182 is the most commonly recognized standard document for DHA employees to request payment and approval for training. The CSA commitment on page 5 of the SF 182 will not be used by DHA for determining service obligations. Instead, the sample DHA CSA Form 39 (reference Enclosure 4) will be the DHA document enforced. Signatures of the rating official/supervisor and the employee are required on the DHA CSA Form 39. The CSA, along with other mandatory government-wide training data elements, will be reported to the Office of Personnel Management Government-wide Electronic Data Collection System.

ENCLOSURE 4

SAMPLE DEFENSE HEALTH AGENCY CONTINUED SERVICE AGREEMENT FORM 39

DHA Employee's Agreement to Continue in Service

To be completed by applicant:

1. I AGREE that, upon completion of the Government sponsored training described in the corresponding SF 182, if I receive salary covering the training period, I will serve in the DHA according to the service obligation charts contained in the DHA-Administrative Instruction 043, "Continued Service Agreement (CSA)." If I receive no salary during the training period, I agree to serve the agency for a period equal to the length of training, but in no case less than 1 month. (The length of part time training is the number of hours spent in class or with the instructor. The length of full time training is 8 hours for each day of training, up to a maximum of 40 hours a week).
2. If I voluntarily leave DHA before completing the period of service agreed to in item 1 above, I AGREE to reimburse the agency for the cost of the training course (excluding salary) paid on behalf of DHA in connection with my training, not limited to tuition and related fees, travel, and other travel related expenses.
3. I FURTHER AGREE that, if I voluntarily leave the agency to enter the service of another Federal agency or other organization in any branch of the Government before completing the period of service agreed, I will give DHA's LDD a written notice of at least 10 working days during which time a determination concerning reimbursement will be made. If I fail to give this 10-day advance notice, I AGREE to pay the full amount of expenses incurred by DHA in this training.
4. I understand that any amount of money which may be due to the agency as a result of any failure on my part to meet the terms of this agreement may be withheld from any monies owed me by the Government, or may be recovered by such other methods as are approved by law.
5. I FURTHER AGREE to obtain approval from my organization and the person responsible for authorizing government training requests of any proposed change in my approved training program involving course and schedule changes, withdrawals or incompletions, and increased costs.

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DHA Form 39

09 September 2016

DHA Employee's Agreement to Continue in Service
(continued)

6. I acknowledge that this agreement does not in any way commit the Government to continue my employment. I understand if there is a transfer of my service obligation to another Federal agency or other organization in any branch of the Government, the agreements will remain in effect until I have completed my obligated service with that other agency or corporation.

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DHA Form 39

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Continued Service Agreement

DHA Employee's Agreement to Continue in Service
(continued)

Employee's Service Obligation: Cost of Training \$_____ or Length of Training _____ requires a service obligation of the employee named below in the amount of _____ days/month(s) (business days or work duty hours).

Employee's Signature: _____

Manager/Supervisor's Signature: _____

Organization/Division: _____

Date: _____

GLOSSARY

ABBREVIATIONS AND ACRONYMS

CSA	Continued Service Agreement
DHA	Defense Health Agency
DHA-AI	Defense Health Agency-Administrative Instruction
LDD	Learning and Development Division
SF	Standard Form