

CONFIDENTIAL, DELIBERATIVE  
FOR INTERNAL USE ONLY



**Interagency Agreement  
Between the  
U.S. Department of Education  
and  
U.S. Department of Health and Human Services,  
Administration for Children and Families Relating to the CCAMPIS Program**

Pursuant to 20 U.S.C. § 1231(a), § 3475, and § 3479, and 31 U.S.C. § 1501 and § 1535, this Interagency Agreement (IAA or Agreement) is entered into between the U.S. Department of Education (ED) and the U.S. Department of Health and Human Services, Administration for Children and Families (HHS-ACF), who hereby agree as follows:

**1. PURPOSE/SCOPE**

The signatory agencies (Parties) enter into this Interagency Agreement to affirm their common commitment to furthering and improving childcare support for parents in school through the Child Care Access Means Parents in Schools (CCAMPIS) program. The Parties together commit to utilizing available statutory authorities to promote innovation and process improvements in pursuit of better outcomes for parents and children, by establishing a partnership that (1) enables administrative reforms to agency policies and programmatic requirements; (2) provides process improvements by better leveraging the expertise and resources of HHS-ACF to provide campus-based child care services to low-income students. This agreement will also reduce the administrative burden on States by reducing reporting requirements and aligning performance reporting requirements for programs covered under the agreement, to the extent permissible under existing statutory authorities.

**2. AUTHORITY**

This IAA is executed by ED and HHS-ACF under authority of: 20 U.S.C. § 1231(a), which authorizes the Secretary of Education to enter into arrangements with other Federal agencies to jointly carry out projects of common interest, and to transfer to such agencies funds appropriated under any applicable program, for projects of common interest; 20 U.S.C. § 3475, which authorizes the Secretary of Education to make, enter into, and perform agreements with Federal agencies as the Secretary determines necessary or appropriate to carry out ED functions; 20 U.S.C. § 3479, which authorizes the Secretary of Education, with or without reimbursement, to use the research, equipment, services, and facilities of any agency of the United States, with its consent, in carrying out any function of the Secretary or Department; and 31 U.S.C. § 1535, which authorizes agencies to acquire goods and services from other agencies where amounts are available, the head of the ordering unit assesses that such an order is in the best interests of the U.S. government, the recipient of the order is capable of meeting the need, and the head of the

CONFIDENTIAL, DELIBERATIVE  
FOR INTERNAL USE ONLY



agency determines that said goods and services cannot be provided as cheaply or conveniently by contracting with a commercial enterprise.

### **3. PERFORMANCE**

- A.** The HHS-ACF commits to carry out the following activities in coordination with and subject to the supervision of the ED:
1. Provision of services supporting the administration of CCAMPIS grant program components authorized by Section 419N of the Higher Education Act, as amended, intended to support the participation of low-income parents in postsecondary education through the provision of campus-based childcare services, as authorized by law, pursuant to 31 U.S.C. § 1301;
  2. Execution of monitoring visits to grant recipient institutions to ensure compliance with applicable statutory requirements, including whether grant recipient institutions are engaging in good-faith efforts to facilitate program participation by low-income students at the institution, and to protect against waste, fraud, and abuse, as well as to provide technical assistance to grantees in program implementation;
  3. Monitoring of drawdowns of funds to help ensure that grant funds do not lapse and are used to provide support for low-income students in accordance with Section 419N of the Higher Education Act;
  4. Provision of technical assistance to ED staff on interagency grant policies and procedures;
  5. Provision of assistance in managing and coordinating contracts, procurements, grants, and program administration for ED staff at HHS-ACF;
  6. Coordination and management of HHS-ACF physical and information technology assets, information systems security, and cybersecurity administration;
  7. Provision of appropriate other services pursuant to Section 419N of the Higher Education Act, in coordination with ED staff, including provision of technical and program improvement assistance to National, State, and local education systems, programs, and organizations.
- B.** ED commits to carry out the following activities:
1. Management and leadership of CCAMPIS program components in accordance with section 419N of the Higher Education Act, as amended;
  2. Coordination of clearance of documents that communicate or implement policy, including non-regulatory guidance, Federal Register notices, budget justifications, and legislation;

CONFIDENTIAL, DELIBERATIVE  
FOR INTERNAL USE ONLY



3. Coordination of review of documents circulated by Executive Secretariat and the Office of General Counsel (OGC) related to grant funds transferred to HHS-ACF;
4. Coordination of clearance of grant program announcements, grant competition technical review plans, grant slate memoranda, and information collection packages related to ED grant programs;
5. Provision of leadership for audit resolution processes;
6. Management and coordination of human resource/capital services, including hiring, awards and recognition, employee engagement, workforce and succession planning, performance management, training and development for ED employees;
7. Oversight of reasonable accommodations and equal employment opportunity (EEO) programs, service as EEO Liaison, and negotiation of personnel related matters, in conjunction with relevant labor stakeholders, Employee/Labor Relations, and other ED and HHS-ACF offices for implicated employees;
8. Execution of budget formulation, execution, and resource allocation activities, including formulation of administrative budget requests and justifications for discretionary funding, salaries and staffing allocations, payroll, and spending, and acquisition plans related to CCAMPIS program components in partnership with HHS-ACF;
9. Coordination of ED responses to GAO inquiries, and resolution of internal audit findings from GAO and the Office of the Inspector General (OIG) that are assigned to ED related to CCAMPIS program components;
10. Monitoring of internal controls and risk assessments for CCAMPIS program components;
11. Performance of all duties associated with internal and external accountability requirements related to CCAMPIS program components, including ED priorities, Government Performance and Results Act (GPRA), and ongoing reporting to Congress;
12. Development of program notices for publication in the Federal Register, announcement of discretionary program competitions and establishment of selection criteria, priorities, and program requirements related to CCAMPIS program components;
13. Review of annual performance and fiscal reports submitted by grant recipients to ED related to CCAMPIS program components; and
14. Ensure operation of annual grant awards in accordance with applicable statutory authority and applicable Education Department General Administrative Regulations (EDGAR), in coordination with HHS-ACF.
15. Resolution of matters requiring the exercise of final and conclusive authority that has been assigned by statute to the Secretary of Education; and

CONFIDENTIAL, DELIBERATIVE  
FOR INTERNAL USE ONLY



16. All remaining activities ED is statutorily required to perform pursuant to section 419N of the Higher Education Act, as amended, that are not otherwise identified in Section 3.B.

#### **4. FUNDING**

ED will transfer funds, from amounts currently appropriated for Fiscal Year 2025, from amounts appropriated in future fiscal years subject to available appropriations, and from available carryover balances (as applicable) appropriated in prior fiscal years, as necessary to cover the costs of the activities and programs identified in Section 3 of this Agreement. These include activities related to the provision of services supporting the administration of these programs, except where the described activities are specifically identified as the responsibility of ED. HHS-ACF will make new awards and administer such grants for the duration of this Agreement. Transfers of funds will be by means of an Intra-Government Payment and Collection (IPAC) system when agreed to by all Parties in writing.

As the provider of funds for the activities carried out pursuant to this Agreement, ED will initiate the IPAC. As the receiver of transferred funds, HHS-ACF will provide ED with regular performance updates on a cadence agreed to by the parties that detail all work performed to date for the related project. Additionally, at least quarterly, the Parties will reconcile balances related to revenue and expenses for work performed under the Agreement. Issues arising during this reconciliation process must be brought to the attention of all Parties in writing. Resolution of the reconciliation process issues must be documented in writing within 30 calendar days of the written notice of the issue. No funds are obligated by this agreement; the Interagency Agreement's individual Form 7600B obligates the funds described here. ED agrees to transfer funds to HHS-ACF, in the form of lump sum payments for grants and contracts to be awarded, as practical, to support the initiative described in this Agreement.

#### **5. GENERAL PROVISIONS**

##### **A. Effective Date**

This Agreement is effective as of the date of the last signature and will remain in effect until terminated by the Parties. To extend the Agreement beyond the close out of the grants and evaluation, and all contracts and related arrangements undertaken therein. All Parties will review this Agreement periodically and modify it as necessary and appropriate.

##### **B. Modification**

Any modifications to this Agreement must be agreed upon in writing by both Parties.

CONFIDENTIAL, DELIBERATIVE  
FOR INTERNAL USE ONLY



### **C. Termination/Severability**

This Agreement may be terminated upon 90 calendar days advance written agreement by both Parties. Upon termination, the Parties may collect costs incurred prior to cancellation of the Agreement plus any reasonable termination costs, provided that such costs do not exceed the total amount obligated on the Form 7600B. A judicial determination that any provision of this Agreement is unenforceable shall not affect the enforceability of any other provision.

### **D. Liability/Indemnification**

Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal law. Neither party agrees to insure, defend, or indemnify the other party.

Each party shall cooperate with the other party in the investigation/resolution of administrative actions and litigation arising from conduct related to the responsibilities and procedures addressed herein.

### **E. Anti-Deficiency Act**

Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. §1341, including by obligating the Parties to any expenditure or obligation of funds in excess or in advance of appropriations.

### **F. Resolution Mechanism**

Should disagreements arise on the interpretation of the provisions of this Agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the Parties shall forward the written presentation of disagreement to respective higher officials for appropriate resolution.

### **G. Effect of Agreement**

This Agreement is not intended to confer any right upon any person. Nothing in this Agreement shall be interpreted as limiting, superseding, or otherwise affecting either party's normal operations or decisions in carrying out its statutory or regulatory duties.

### **H. Points of Contact**

HHS-ACF Contact Information:

CONFIDENTIAL, DELIBERATIVE  
FOR INTERNAL USE ONLY



U.S. Department of Health and Human Services  
Administration for Children and  
Families  
Andrew Gradison  
Acting Assistant Secretary  
200 Independence Avenue, NW  
Washington, DC 20201

ED Contact Information:  
U.S. Department of Education  
Office of Postsecondary Education  
James Bergeron  
Assistant  
Secretary,  
Delegated  
400 Maryland Avenue,  
SW Washington, DC  
20202

## **I. Disclaimer**

HHS-ACF will not accept responsibility for reimbursement of late fees or other costs incurred due to the negligence of a servicing agency in complying with its obligations to third party contractors.

CONFIDENTIAL, DELIBERATIVE  
FOR INTERNAL USE ONLY



**J. Authorizing Signatures and Dates**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement:

Andrew Gradison  
Acting Assistant Secretary  
U.S. Department of Health and Human Services  
Administration for Children and Families

A handwritten signature in blue ink that reads "Andrew K. Gradison".

Date 09/30/2025

Rachel Oglesby  
Chief of Staff  
U.S. Department of Education  
Office of the Secretary

A handwritten signature in black ink that reads "Rachel Oglesby".

Date 09/30/2025