



**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN GENERAL SERVICES ADMINISTRATION (GSA), FEDERAL ACQUISITION SERVICE (FAS), AND
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS)/CENTERS FOR MEDICARE AND
MEDICAID SERVICES (CMS)**

One Acquisition Solution for Integrated Services (OASIS)

1. PURPOSE:

The purpose of this agreement is to establish an ordering level and associated fee structure between the General Services Administration (GSA), Federal Acquisition Service (FAS), and the Department of Health and Human Services (HHS)/Centers for Medicare and Medicaid Services (CMS) for use of the OASIS and OASIS-Small Business government-wide multiple award contracts.

2. GENERAL:

HHS/CMS anticipates obligating in excess of \$100,000,000.00, but not more than \$250,000,000.00, during the first Contract Access Fee (CAF) computation period. This initial period is defined as September 15, 2017 through September 30, 2019. This 24 month period shall be used to calculate the dollars obligated and assess the CAF for all task orders, and modifications thereto, funded by HHS/CMS during this period through OASIS and OASIS-Small Business. During the computation period, the CAF shall be 0.5% in accordance with the GSA memorandum, dated May 29, 2013, regarding OASIS CAFs (Attachment 1). Fee computation includes OASIS and OASIS-Small Business task order obligations, and modifications thereto, by all contracting components within HHS/CMS (reference agency's applicable components in (Attachment 2)), as well as those transactions awarded on behalf of HHS/CMS by GSA contracting officers, when applicable.

At the conclusion of the first term, as described in the previous paragraph, all obligations from the identified funding office of HHS/CMS (and, if applicable, supporting GSA contracting offices) will be used to set the CAF for the following computation period. The OASIS Program Office will calculate the sum of all obligations from the funding activity's contracts in the table (Attachment 3) and will include additional obligations to set the fee for orders in the following year. HHS/CMS shall be notified no later than December 2019 of the appropriate CAF to be assigned for orders issued in the following computation period. HHS/CMS may dispute the annual assessment and provide GSA with its assessed sum of obligations. The Federal Procurement Data System-Next Generation report will be the final authority for the assessment of HHS/CMS yearly obligations. Following the initial 24 month term, all

successive assessments will be made in the same manner, but on a 12-month basis, for each subsequent computation period.

The fee established at the time the task order is awarded, with a separate Contract Line Item Number (CLIN) titled, "GSA OASIS CONTRACT ACCESS FEE," will remain unchanged for the base year and all option years of that task order regardless of the year in which the option is exercised. In the event CMS' actual acquisitions exceed the projected tiered fee structure, both parties agree to amend this agreement to allow CMS to realize the additional savings at the more favorable tier moving forward.

3. RESPONSIBILITIES:

HHS/CMS will, through policy issued in accordance with their internal practices, identify the GSA OASIS and OASIS-Small Business contracts as strategic sources of supply for complex integrated professional services, which fall within the scope of the contracts.

GSA shall provide training, scope reviews, and share templates and best practices as requested related to use of the OASIS contracts. Additionally, at the request of HHS/CMS, the GSA OASIS program manager and/or contracting officer will support meetings and reviews. It is requested that notifications of meetings be provided to GSA 30 calendar days in advance.

GSA will notify and consult with HHS/CMS if planning to exercise the authority to off-ramp or on-ramp additional contractors to OASIS and/or OASIS-Small Business.

4. AGREEMENT AND ADMINISTRATION:

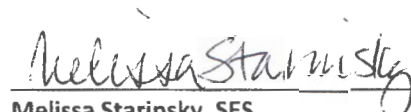
This MOU shall be in effect from the date of signature and apply until rescinded by HHS/CMS or GSA, or is bilaterally modified by both parties. By signing this MOU, HHS/CMS certifies that the anticipated obligation amount is accurate to the best of their ability and that the individual signing has responsibility for acquisition strategy and planning for the organization. GSA understands that actual obligations may vary based upon unanticipated events and/or factors outside the control of HHS/CMS.



Tiffany Hixson, SES
Assistant Commissioner
Professional Services Category Executive
Federal Acquisition Service
General Services Administration

09/26/2017

Date



Melissa Starinsky, SES
Director & Head of the Contracting Activity
Office of Acquisition & Grants Management
Centers for Medicare & Medicaid Services
Department of Health and Human Services

9/26/2017

Date

Attachments:

1. Decision Paper, Fee Structure for the OASIS Program
2. HHS/CMS Funding Office
3. HHS/CMS Anticipated Awards for OASIS/OASIS SB (FY17/FY19) as of September 22, 2017

ATTACHMENT 1 – DECISION PAPER, FEE STRUCTURE

DECISION PAPER

TO: Thomas Sharpe
FAS Commissioner


FROM: MICHAEL CASELLA
Office of Chief Financial Officer (B)
(202) 501-1721

SUBJECT: Proposed Fee Structure for the OASIS Program

1. **PURPOSE:** To obtain the Commissioner’s approval for implementation of a tiered fee structure for customers of the OASIS and OASIS Small Business contracts.
2. **BACKGROUND:** The One Acquisition Solution for Integrated Services (OASIS) contracts are designed to support complex, integrated professional services requirements. At the standard GSA fee of 0.75%, it is more cost-effective for customers to conduct their own agency-specific procurements for large dollar projects.
3. **ACTION REQUESTED:** FAS and the OCFO propose implementation of a tiered fee structure whereby agencies would achieve discounts on the GSA fee based upon Memoranda of Understanding (MOU) and cumulative annual obligations. Obligations will be tracked by Contracting Office ID. The fee will be re-assessed each year based upon the previous year’s actual obligations. Potential customers can use an MOU to set a fee in advance of actual obligations based upon their willingness to commit to certain levels of expected business volume. These agreements will also be re-assessed annually based on actual obligations. This fee structure is anticipated to recover all direct and indirect costs for operating the OASIS program.

CAF TIERED FEE STRUCTURE				
OBLIGATION DOLLARS		FEE RATE		
\$	-	\$	100,000,000	0.75%
\$	100,000,001	\$	250,000,000	0.50%
\$	250,000,001	\$	500,000,000	0.25%
\$	500,000,001	\$	750,000,000	0.10%

Approve
 Approve as amended
 Disapprove
 Discuss


29 July 2013

Signature Date

ATTACHMENT 2 – LISTING OF HHS/CMS FUNDING OFFICE

Office of Acquisition & Grants Management (OAGM)
Centers for Medicare & Medicaid Services (CMS)
7500 Security Boulevard
Mailstop: B3-30-03
Baltimore, Maryland 21244

ATTACHMENT 3 – ANTICIPATED AWARDS BY HHS/CMS TO OASIS/OASIS SB

Anticipated Awards under GSA's OASIS GWAC (FY17/19)		
APP	FY of Target Award Date	Estimated Dollar Value (inclusive of options)
180308	Re-Compete Benefits Coordination & Recovery Center (FY19)	\$400M (all 5 years) \$80M (Annual)
171517	Marketplace Integrity Contract (FY17) & (FY18)	\$35M (all 5 years) \$7M (Annual)
171688	Education & Outreach (FY17) & (FY18)	\$45M (all 5 years) \$9M (Annual)
Total Annual Obligation		~\$100M*

*Based on current known projects that are targeting OASIS as the contract vehicle.