MARYLAND HEALTH CARE COMMISSION

4160 PATTERSON AVENUE BALTIMORE, MARYLAND 21215
AREA CODE 410-764-3460   FAX   410-358-1236

AMENDMENT 2
January 8, 2019

MHCC 19-003
"Quality Measures To Support Maryland Healthcare Performance"

Prospective Offerors:

This notification is being issued to amend and clarify certain information contained in the above named solicitation. All information contained herein is binding on all Offerors who respond to this solicitation. The revisions/deletions/additions are being identified as follows: new language has been double underlined and marked in bold (ex. **new language)** and language deleted has been marked with a strikeout (ex. ~~language deleted~~).

Should you require clarification of the information provided in this amendment, please contact me at (410) 764-8791.

Andrea Allen
Procurement Officer

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup, and Disaster Recovery

A. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.

B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.

   1. ~~The Contractor shall furnish a DR site.~~

   2. ~~The DR site shall be at least 100 miles from the primary operations site and have the capacity to take over complete production volume in case the primary site becomes unresponsive.~~

C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.

D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion **with test results** following completion of DR testing.

E. Such contingency and DR plans shall be available for the Agency to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.5.2 Data Export/Import

A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:

   1. perform a full or partial import/export of State data within 24 hours of a request; or

   2. provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.

B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of an RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.