

Attachment 7 – Exceptions to the Agreement

CONTRACTOR NAME NTT DATA State Health Consulting, LLC

ADDRESS 7950 Legacy Drive, Suite 1100, Plano, TX 75024

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I have reviewed the RFP Attachment 6 – QA Services Agreement in its entirety and have the following exceptions: Please identify and list your exceptions by indicating the Section or Paragraph number, and Page number, as applicable. Bidders are directed to be specific about any objections to content, language, or omissions. Add as many rows and pages as required.

Table 1: Agreement Exceptions Form

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
1	16.1 of CalSAWS Quality Assurance Agreement	56	<u>Liability and Auto Insurance.</u> Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed or eligible to conduct business in the State of California and having an AM Best rating of A – VII (or equivalent). Contractor shall include the Consortium, its boards, agencies, contractors, officers, employees, agents and volunteers, and the State, both individually and collectively, as additional insureds on	<u>Liability and Auto Insurance.</u> Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed or eligible to conduct business in the State of California and having an AM Best rating of A – VII (or equivalent). Contractor shall include the Consortium, its boards, agencies, contractors, officers, employees, agents and volunteers, and the State, both individually and collectively, as additional insureds on	Contractor does not anticipate that this change will cause any impact to staffing and/or cost. Based on NTT DATA's discussions with CalSAWS on April 14, 2026, NTT DATA understands that this insurance exception would be acceptable to CalSAWS.

			Contractor's commercial general liability and auto liability policies. Such insurance shall apply as primary insurance for these additional insureds specific to Contractor's activities hereunder. If Contractor fails to buy and maintain the insurance coverage described in this Section 16, the Consortium may terminate this Agreement under Section 18.1 (Termination for Material Breach). The minimum acceptable limits shall be as indicated below and Contractor shall be solely responsible for covering any deductibles provided in those policies.	Contractor's commercial general liability and auto liability policies. Such insurance shall apply as primary insurance <u>on Contractor's commercial general liability and auto liability policies</u> for these additional insureds specific to Contractor's activities hereunder. If Contractor fails to buy and maintain the insurance coverage described in this Section 16, the Consortium may terminate this Agreement under Section 18.1 (Termination for Material Breach). The minimum acceptable limits shall be as indicated below and Contractor shall be solely responsible for covering any deductibles provided in those policies.	
2	16.1.3 of CalSAWS Quality Assurance Agreement	56	Employer Practices Liability Insurance covering the risks of Contractor's Staff and employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;	Employers Practices Liability Insurance covering the risks of Contractor's Staff and employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;	Contractor does not anticipate that this change will cause any impact to staffing and/or cost. Based on NTT DATA's discussions with CalSAWS on April 14, 2026, NTT DATA understands that this insurance exception would be acceptable to CalSAWS.
3	16.1.4 of CalSAWS Quality	56	Crime Coverage Insurance covering the risks of theft of money, securities, or other property committed to	Crime Coverage Insurance <u>with coverage of not less than \$2 million per occurrence and in the aggregate</u> covering the risks of	Contractor does not anticipate that this change will cause any impact to staffing and/or

	Assurance Agreement		Contractor's Staff, including Subcontractor's Staff, while performing work pursuant to this Agreement;	theft of money, securities, or other property committed to Contractor's Staff, including Subcontractor's Staff, while performing work pursuant to this Agreement;	cost. Based on NTT DATA's discussions with CalSAWS on April 14, 2026, NTT DATA understands that this insurance exception would be acceptable to CalSAWS.
4	16.3 of CalSAWS Quality Assurance Agreement	57	Subcontractors. Contractor shall include all Subcontractors as insured under all required insurance policies or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractors shall maintain insurance at a level commensurate with the extent of the scope of work they are performing on the Project. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.	Subcontractors. Contractor shall include all Subcontractors as insured under all required insurance policies or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractors shall maintain insurance at a level commensurate with the extent of the scope of work they are performing on the Project. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.	Contractor does not anticipate that this change will cause any impact to staffing and/or cost. Based on NTT DATA's discussions with CalSAWS on April 14, 2026, NTT DATA understands that this insurance exception would be acceptable to CalSAWS.

Name of Authorized Representative _____ Mitzi Shepherd, Senior Vice President

Signature of Authorized Representative Mitzi Shepherd

Date 6/1/2026