



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 09-22-2025

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

| | | | |
|-----------------------|-------------------------------|--|------------|
| Order Number: | CMA 0506 2820 MIS2300000003 5 | Procurement Folder: | 1124314 |
| Document Name: | SURVEY MANAGEMENT PLATFORM | Reason for Modification: | |
| Document Description: | SURVEY MANAGEMENT PLATFORM | Change Order No. 4 To add services for 360 Feedback per the attached. | |
| Procurement Type: | Central Master Agreement | | |
| Buyer Name: | | | |
| Telephone: | | | |
| Email: | | | |
| Shipping Method: | Best Way | Effective Start Date: | 2023-11-01 |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | 2025-10-31 |

| VENDOR | DEPARTMENT CONTACT | | | | | | | | | | | | | | | | | | | | |
|--|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|----|--|--|----|----|--|--|----|----|--|--|--|
| Vendor Customer Code: 000000189175 QUALTRICS LLC 2250 N UNIV PKWY #48C PROVO UT 84604 US Vendor Contact Phone: 801-709-2160 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table> | | Discount Allowed | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | No | | | #3 | No | | | #4 | No | | | Requestor Name: Angela L Jacobs-Ferris Requestor Phone: (304) 356-4089 Requestor Email: angela.l.ferris@wv.gov 2026 FILE LOCATION _____ |
| | Discount Allowed | Discount Percentage | Discount Days | | | | | | | | | | | | | | | | | | |
| #1 | No | 0.0000 | 0 | | | | | | | | | | | | | | | | | | |
| #2 | No | | | | | | | | | | | | | | | | | | | | |
| #3 | No | | | | | | | | | | | | | | | | | | | | |
| #4 | No | | | | | | | | | | | | | | | | | | | | |

| INVOICE TO | SHIP TO |
|--|--|
| BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF HUMAN RESOURCES MGMT ONE DAVIS SQUARE, STE 400 CHARLESTON WV 25301 US | BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF HUMAN RESOURCES MGMT ONE DAVIS SQUARE, STE 400 CHARLESTON WV 25301 US |

CR 10-6-25

Purchasing Division's File Copy

Total Order Amount:

Open End

CH 9/23/25

| |
|--|
| PURCHASING DIVISION AUTHORIZATION |
| DATE: 10/6/25 |
| ELECTRONIC SIGNATURE ON FILE |

| |
|---|
| ATTORNEY GENERAL APPROVAL AS TO FORM |
| DATE: 10/9/2025 |
| ELECTRONIC SIGNATURE ON FILE |

| |
|----------------------------------|
| ENCUMBRANCE CERTIFICATION |
| DATE: 10-9-25 |
| ELECTRONIC SIGNATURE ON FILE |

Extended Description:

Change Order No. 4 - To add services for 360 Feedback per the attached.

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Effective date of change 10/01/2025 through 10/31/2025.

Renewal Years Remaining: Two (2).

No other changes

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|--------------------------------|---------------|
| 1 | 43232314 | | | EA | 167000.000000 |
| | Service From | Service To | | Service Contract Amount | |
| | | | | 0.00 | |

Commodity Line Description: Survey Management Platform

Extended Description:

3.1.1 Survey Management Platform- up to a minimum of ten users

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|--------------------------------|------------|
| 5 | 43230000 | | | EA | 0.000000 |
| | Service From | Service To | | Service Contract Amount | |
| | | | | 0.00 | |

Commodity Line Description: Additional Users/Licenses

Extended Description:

3.1.1.9 Additional Users/Licenses - each add on user/license

(10 used for bidding scenario only, quantity could increase or decrease during life of contract)

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|--------------------------------|------------|
| 6 | 81112200 | | | EA | 0.000000 |
| | Service From | Service To | | Service Contract Amount | |
| | | | | 0.00 | |

Commodity Line Description: Service and Support- monthly fee

Extended Description:

3.1.2.1 Service and Support - monthly fee

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|--------------------------------|--------------|
| 10 | 86132201 | | | EA | 40750.000000 |
| | Service From | Service To | | Service Contract Amount | |
| | | | | 0.00 | |

Commodity Line Description: Training

Extended Description:

3.1.2.2 Training

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|--------------------------------|------|---------------|
| 11 | 43232314 | | | EA | 167000.000000 |
| | Service From | Service To | Service Contract Amount | | |
| | 2024-11-01 | 2025-10-31 | 0.00 | | |

Commodity Line Description: Survey Management Platform- Renewal YR 1

Extended Description:

3.1.1 Survey Management Platform- up to a minimum of ten users

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|--------------------------------|------|------------|
| 12 | 43232314 | | | EA | 230.000000 |
| | Service From | Service To | Service Contract Amount | | |
| | 2025-10-01 | 2025-10-31 | 0.00 | | |

Commodity Line Description: Upgrade Cloud License Configuration Q-244045

Extended Description:

Upgrade Cloud License Configuration Q-244045

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|--------------------------------|------|--------------|
| 13 | 43232314 | | | EA | 36750.000000 |
| | Service From | Service To | Service Contract Amount | | |
| | 2025-10-01 | 2025-10-31 | 0.00 | | |

Commodity Line Description: Upgrade Cloud Professional License Configuration Q-244045

Extended Description:

Upgrade Cloud Professional License Configuration Q-244045

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|--------------------------------|------|------------|
| 14 | 43232314 | | | EA | 20.960000 |
| | Service From | Service To | Service Contract Amount | | |
| | 2025-10-01 | 2025-10-31 | 0.00 | | |

Commodity Line Description: Excess Use EX Foundational Employees

Extended Description:

Excess Use EX Foundational Employees

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|--------------------------------|------|------------|
| 15 | 43232314 | | | EA | 9.570000 |
| | Service From | Service To | Service Contract Amount | | |
| | 2025-10-01 | 2025-10-31 | 0.00 | | |

Commodity Line Description: Excess Use Lifecycle Employees

Extended Description:

Excess Use Lifecycle Employees

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|--------------------------------|------|------------|
| 16 | 43232314 | | | EA | 132.480000 |
| | Service From | Service To | Service Contract Amount | | |
| | | | 0.00 | | |

Commodity Line Description: Excess Use 360 Feedback Employees

Extended Description:

Excess Use 360 Feedback Employees



Order Form

| | | |
|---|--|---|
| Parties: | Qualtrics LLC 333 W River Park Drive, Provo, UT, 84604 United States ("Qualtrics") | State of West Virginia - Department of Health and Human Resources 1 Davis Sq Ste 100e Charleston WV 25301 United States ("Customer") |
| Effective Date: | October 1, 2025 | |
| Governing Document: | This Order Form is subject to the Master Services Agreement or General Terms and Conditions between the parties dated as of 01 November 2023 (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control. | |
| Additional Terms: | | |
| Customer Information: | | |
| Regional Data Center: | Will Customer send a purchase order ("PO")?* | Yes PO#: |
| | Will the PO apply to the entire Subscription Term: | |
| Email Address for Invoice Submission: | lynn.m.huddleston@wv.gov | Billing Address to Reference on Invoice: Attn: 1 Davis Sq Ste 400 Charleston, WV 25301 United States |
| Shipping Address: | Attn: 1 Davis Sq Ste 400 Charleston1, WV 25301 United States | |
| *If Customer requires a PO to process the invoice related to this Order Form, Customer will provide the PO with this Order Form or through the Customer Success Hub or customer Intake survey within five days after the effective date hereof. Customer's failure or delay in providing a PO will not affect the payment terms herein. | | |

| Qualtrics | Customer |
|--------------------------------------|---|
| By (signature): | By (signature): |
| Name: Mark Creer | Name: Angela L. Jacobs Ferris |
| Title: Deputy General Counsel | Title: Chief Human Resources Officer |
| Date: September 19, 2025 | Date: 9/22/25 |
| Qualtrics Primary Contact: | Customer Primary Contact: |
| Name: Ryan Jolley | Name: Lynn Huddleston |
| Phone: (801) 788-4130 | Phone: 304-558-2394 |
| Email: rjolley@qualtrics.com | Email: Lynn.M.Huddleston@wv.gov |

Subscription Term and Fees Exhibit

Subscription Term

| Initial Term | |
|-----------------|--|
| Start date: | First date of the initial period in the fees table below |
| End date: | Last date of the final period in the fees table below |
| Term in months: | 25 |

| Renewal Terms (not applicable to pilots or proofs of concept) | |
|--|-------------------------------------|
| Type of renewal at the end of the initial term and each renewal term: | Renewal on mutual written agreement |
| Advance notice required to not renew or to request modification prior to the end of initial term or applicable renewal term: | 30 days |
| Length of each renewal term in months: | 12 |
| Price increase at each renewal term for same Cloud Services: | 5% |

Fees for Initial Term

| Period | Services | Price | Estimated Invoice Date | Payment Terms from Invoice | License Configuration |
|----------------------------|--------------------|--------------------------|------------------------|----------------------------|-----------------------|
| 01-Oct-2025 TO 31-Oct-2025 | Cloud Professional | \$230.00* \$36,750.00 | Effective Date | Net 30 | Q-244045 |
| 01-Nov-2025 TO 31-Oct-2026 | Cloud Professional | \$169,759.99 \$0.00 | 02-Oct-2025 | Net 30 | Q-244045 |
| 01-Nov-2026 TO 31-Oct-2027 | Cloud Professional | \$169,759.99 \$0.00 | 02-Oct-2026 | Net 30 | Q-244045 |
| | | USD \$376,499.98 | | | |
| Total | | | | | |

*Incremental upgrade amount based on \$168,150.00 annualized price.

Prices shown do not include applicable taxes, which will be included on the invoice.

Excess Use

Any use of the Cloud Service that exceeds the Usage Metrics and volumes set forth herein will incur additional fees from the date the excess use began based on the following prices:

1. EX Foundational Employees for \$20.96 per Employee.
2. Lifecycle Employees for \$9.57 per Employee.
3. 360 Feedback Employees for \$132.48 per Employee.

Customer will execute an Order Form for such excess use promptly upon Qualtrics' request. Qualtrics will invoice Customer for such excess use on or about the end of the then-current annual period, and Customer will pay the invoiced amount in accordance with the applicable payment terms above. Qualtrics will provide functionality for Customer to track its own usage (as described at <https://www.qualtrics.com/support/survey-platform/sp-administration/summary-report/>).

CONFIDENTIAL

Cloud Service Exhibit

YEAR 1
Q-244045

CLOUD SERVICE

Employees - Lifecycle : 6,500
360 Feedback - Employees : 25
EX Use Case
Employees - EX Foundational : 6,500

YEAR 2
Q-244045

CLOUD SERVICE

Employees - EX Foundational : 6,500
EX Use Case
Employees - Lifecycle : 6,500
360 Feedback - Employees : 25

YEAR 3
Q-244045

CLOUD SERVICE

360 Feedback - Employees : 25
Employees - EX Foundational : 6,500
EX Use Case
Employees - Lifecycle : 6,500

The Cloud Services purchased are subject to the Definitions and Product Terms set forth in the Usage Metric Definitions Exhibit and People Lifecycle Product Definitions and Terms Exhibit.

Qualtrics permits Customer to process a limited number of characters (2.5 billion per brand per year) through its translation functionality per subscription year at no charge. Qualtrics, at its discretion, reserves the right to strictly enforce this limit.

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Service Level Exhibit

Service Levels

1. **Availability; Downtime.** Qualtrics will ensure that the Cloud Service has an availability level of 99.93%, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics for which Qualtrics provides at least five days' advance notice to Customer; and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care ("**Availability**"). "**Downtime**" means time during which the Cloud Service has no Availability.
2. **Fee Credits.** Customer will receive a fee credit ("**Fee Credit**") for Downtime upon request based on the following formula: Fee Credit = fee credit percentage set forth below * (1/12 then-current annual fees paid for the Cloud Service affected by Downtime). All times listed below are per calendar month.
 1. If Downtime is 30 minutes (=99.93%) or less, no fee credit percentage applies.
 2. If Downtime is from 31 to 120 minutes, the fee credit percentage is 5%.
 3. If Downtime is from 121 to 240 minutes, the fee credit percentage is 7.5%.
 4. If Downtime is 241 minutes or greater, the fee credit percentage is 10.0%.

Professional Services Exhibit

Customer agrees that Qualtrics may use subcontractors to deliver any portion(s) of the Project at Qualtrics' discretion. Qualtrics currently intends to use Ibis Public Sector, Inc. ("Ibis Public Sector"). Qualtrics will provide notice to Customer if the delivery subcontractor changes.

PROJECT SCOPE OVERVIEW

Inclusions:-

This is a fixed fee statement of work to support the following items related to the West Virginia - Department of Human Services Project. The deliverable descriptions are outlined later in the section "DESCRIPTIONS OF DELIVERABLES GLOSSARY".

Services:

- o Project Support (60 hours) to be applied to:
 - Employee Survey Enhancement & Optimization
 - Employee Program Enhancement & Optimization
 - EX Technical Troubleshooting
 - EX Platform Training
 - Integration Support
- o (12) Monthly Governance Reviews
- o (4) Quarterly Strategic Reviews
- o (1) Annual Program Review

Exclusions:-

- Anything not listed above is excluded from scope of the Project. Any deviations from the above scope may result in the need for additional contract updates.
- No customizations will be provided by the Delivery Team.
- Qualtrics Deliverables: Customer must purchase SSO Configuration and Q-Hosted SFTP Server if applicable to project scope.

Assumptions:-

- Implementation Approach requires Customer resources partner with Delivery Team to deliver project requirements. Delivery Team will provide advisory support for each key milestone as items are completed by Customer resources in the Qualtrics system.
- The Customer will provide Qualtrics with timely access to key stakeholders and provide Qualtrics with technical documentation, existing surveys, reports, dashboards and data (if it exists) that will be used to inform the development of a project plan.
- For the duration of the Project, Customer will provide the Delivery Team with access to Customer's Qualtrics brand (account) as a brand administrator. A minimum of two (2) Brand Administrator accounts are required for the Delivery Team. Any additional security measures required to enable access to account and Customer data must be shared by Customer upon project kick-off. Customer is responsible for managing required clearance processes and

timelines, and the Delivery Team will adjust project plan and timeline as necessary to accommodate.

- Delivery team will train Brand Administrators on user creation, role assignment, and permissions. Customer assumes responsibility for results of actions taken by any permissioned users within the platform.
- Delivery Team and Customer will mutually agree to the list of specific browsers that should be tested as per Project requirements. Qualtrics' standard browser compatibility policy is specified in the ["Browser Compatibility & Cookies"](#) section of the Qualtrics support pages.

RESPONSIBILITIES

Delivery Team Responsibilities

- Engages with Customer throughout the Project, keeping the Customer informed of timelines and progress toward completion throughout the Project.
- Shares training resources as appropriate for each Deliverable, which may be in the form of live online training, online materials, and/or free online webinars.
- Offers guidance and support required to ensure Customer can fulfill the responsibilities listed for each Deliverable.
- For projects that involve a new license setup, provides initial configuration of license and Qualtrics account, including creation of up to 3 brand administrator users.

Customer Responsibilities

- Engages actively throughout the Project, following a cadence decided with Delivery Team during kick-off call; changes or cancellations of any meetings require 24 hours' notice in order to avoid forfeiture of allotted time.
- Manages User Acceptance Testing ("UAT") process and any special testing requirements, ensuring that each stage of the Project is complete, and the scope of work has been met. This may include:
 - Uploading sample data to the Qualtrics platform to test system functionality and license settings.
 - Validating scoped features and settings were implemented correctly and meet the requirements of the Project.
 - Engaging other stakeholders within Customer's organization as needed to test technical or functional aspects of the Qualtrics platform.
 - Configuration and testing the build of the Survey.
- As needed, provides resources to fill all required roles for successful implementation, which may include project sponsorship, signatory, stakeholder management, project coordination, customer experience lead, technical lead, operational support.
- Maintains all features included in the license after the implementation period, including any updates to Deliverables created during the Project, as well as the creation of any new Deliverables, including surveys and dashboards.
- For projects that involve a new license setup, provides required information for setup of brand administrator accounts; brand administrator users may create additional user accounts and manage access to the license, in accordance with any limitations specified in the license terms.

GOVERNANCE

- Delivery Team will coordinate with Customer to schedule a Project kickoff call, at which time the Project begins. Timing of kickoff call will be mutually agreed between Delivery Team and Customer based on Delivery Team availability and Customer's milestones, and the call cannot commence without a signed Purchase Order.
- The Project is complete based on completion of delivery and Customer's acceptance, per the terms of the Acceptance Criteria section.
- Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or video conference.

ACCEPTANCE CRITERIA

- Qualtrics will notify Customer in writing when a Deliverable or Milestone is ready for User Acceptance Testing (UAT). Customer will complete UAT by the end of the UAT period by confirming that the Deliverables or Milestones perform as specified in this SOW. Upon which such Deliverables or Milestones shall be deemed accepted if such Deliverables or Milestones are not rejected in writing by the end of the UAT period. Upon completion of final UAT or deemed acceptance, the Project will be considered complete.
- Upon initiation of UAT, Customer will have 5 business days to work with Qualtrics utilizing best efforts to jointly identify, address and validate any bugs, errors or issues related to the Project. Upon mutual agreement, both parties may agree to extend the time period for UAT, whereby additional time may impact Project timelines.

CUSTOMER THIRD PARTY VENDORS AND PRODUCTS

- Customer remains responsible for their own vendors and third parties providing services related to the SOW.
- Unless otherwise expressly agreed in this SOW, Qualtrics is not responsible for third party products obtained by Customer.

DESCRIPTIONS OF DELIVERABLES GLOSSARY

This outlines all Deliverables included in a Qualtrics Implementation, along with associated Delivery Team and Customer responsibilities.

Unless otherwise noted, all Deliverables will be configured using standard features available in the Qualtrics platform; custom features can be scoped and purchased separately through Qualtrics Engineering Services. For all Deliverables, Customer is responsible for any setup or configuration beyond what the Delivery Team provides as part of the Project, including additional surveys or dashboards, and any required translations for surveys, dashboards, reports, Website Feedback creatives, or any other features of the Qualtrics platform. **Customer will maintain all aspects of the Deliverables after completion of the Project.**

| DELIVERABLE | DESCRIPTION + RESPONSIBILITIES |
|--|---|
| Qualtrics Support (60 Hours over 12 months) | Description |
| | Qualtrics can continue to support clients post-implementation with a flexible, hours-based delivery option to enable the client team in their unique needs and use cases. The IPS team can also provide program strategy on next phases in the client's experience maturity. |
| | Delivery Team Responsibilities |
| | <ul style="list-style-type: none"> • Coordinate with client team to establish how hours will be utilized each month (e.g., ad-hoc technical support, training, reporting, new initiatives, etc.) • Provide regular status updates on progress and next steps • Guide reviews of current state and future opportunities |
| Monthly Governance Review | Customer Responsibilities |
| | <ul style="list-style-type: none"> • Confirm desired items for IPS team to focus on within the first week of each month. If no items are declared, the IPS team will default to reviewing and providing guidance based on current state. |
| Quarterly Strategic Review | Conduct a monthly protocol check-in to review upcoming survey launches, question alignment, and data governance standards to ensure coordinated and high-quality survey administration. |
| Annual Program Review | Facilitate a Quarterly Strategic Plan alignment session using a structured protocol to analyze key perception, outcomes, and implementation metrics. |
| | Host an annual review meeting and produce a report synthesizing yearlong survey findings, usage insights, and program impacts to inform leadership planning, continuous improvement, and future engagement cycles. |

ESTIMATED SCHEDULE

The estimated duration of the engagement is 52 weeks, beginning with the initial kickoff call, or time of initial contact with Technology Consultant if kickoff meeting is not held. Should the support extend beyond that time frame, additional fees may be required.

If the customer cannot fulfill the deliverable responsibilities within the contracted timeframe (resourcing issues, technology issues, or similar issues), Qualtrics will leave the contract open for an additional 120 days of support. Beyond that timeframe, the client requires a new contract.

The customer acknowledges that Qualtrics' ability to meet its delivery dates is subject to (1) the timely receipt of assets, such as text and graphics, and feedback, comments, approvals and sign-offs from client and third parties and (2) other events beyond the control of Qualtrics.

A final detailed schedule will be provided upon signature.

USAGE METRIC DEFINITIONS EXHIBIT

1. **Response:** A Response is recorded and counted for completed and partially completed responses to any survey sent out by a User, subject to the following: (i) Customers will be provided with the functionality necessary to determine whether only fully completed responses are recorded or whether partially completed responses are also recorded as a Response; (ii) if a Customer determines that partial responses will be recorded, those partial responses will count as full responses for the purposes of this Usage Metric; (iii) any response not recorded in accordance with (i) and (ii) will be deleted instead; and (iv) once a response has been recorded, it can be deleted but will still count against the total number of responses a Customer has purchased.

For Cloud Service products that allow video feedback responses, each such video feedback response will one additional Responses per minute of video feedback (noting that respondents could respond with video feedback of more than one minute), in addition to the single Response counted for a recorded survey. For example, if a recorded survey included three video feedback questions and all were responded to with a video feedback response of one minute or less, that survey would consume four (4) Responses (1+1+1+1). By way of a separate example, if a survey contains one video feedback question and it was responded to with a video feedback response of 3 minutes, that would also consume four (4) Responses.

Customer is entitled, during the period of the implementation of the Cloud Services (“**Import Period**”), to import into the Cloud Service, responses that pre-exist the Customer’s purchase of the Cloud Service (“**Imported Responses**”), whereby such Imported Responses will not count against Customer’s purchased Responses. Imported Responses that are imported after the expiry of the Import Period will be counted as Responses for the purposes of the Customer’s Usage Metrics.

2. **SMS Text:** Credits for the sending and receiving of survey data via SMS. This service is provided by a third party who determines the number of credits that are required to reach applicable survey recipients.
3. **User:** Any individual who can access the Cloud Services to edit, view or manage Customer Data and includes those individuals using the Cloud Services indirectly (e.g. via portal or API access) or indirectly accessing Customer Data through an automated process. Each User will have their own access credentials. If a User leaves the Customer’s organization, is no longer permitted by Customer to access the Cloud Services or is otherwise inactive (each, an “**Inactive User**”), Customer’s Admin User has the option to either (i) retain the Customer Data maintained within that Inactive User’s account, whereby that Inactive User will continue to be counted against the Customer’s User count, or (ii) delete that User’s access credentials and make replacement credentials available to a new individual User. If Customer wants to delete that Inactive User’s access credential while also retaining that Inactive User’s Customer Data, the Admin User is able to transfer that Customer Data to another User prior to deleting the Inactive User’s access credentials.
4. **Page View:**
Website: A page view is a recording of each instance a webpage (that is selected by the Customer and which contains the Qualtrics Javascript code or API) is visited, for the purposes of determining if and when an Intercept shows and capturing page visit history. This will include instances where (i) an intercept shows on the selected webpage; and (ii) where no such intercept shows.
5. **Apps:** A page view is a recording of each instance where (i) the selected application is launched where the necessary SDK Code is added in the app, and (ii) any page within the application is visited where the necessary SDK Code is also added.
6. **Employee:** The total number of employees, contractors or other personnel directly employed by the Customer’s organization, unless Qualtrics otherwise agrees in writing.

7. **Engagement:** This Cloud Service solely permits Customer to conduct one (1) employee engagement or pulse survey of Customer's Employees per annual subscription period.
8. **Pulse Add-on:** This Cloud Service is an upgrade to the Engagement Cloud Service (Engagement must be purchased prior to, or in conjunction with, the Pulse Add-on Cloud Service). The Pulse Add-on Cloud Service permits Customer to conduct unlimited employee engagement or pulse surveys of its Employees per annual subscription period.
9. **Lifecycle** This Cloud Service solely permits Customer to conduct unlimited surveys per annual subscription period of Customer's Employees' experiences at different employee milestones (e.g. onboarding, promotion, return from leave, exit).
10. **Candidate:** This Cloud Service solely permits Customer to conduct unlimited surveys of the internal and external candidates for open positions within Customer's organization. Notwithstanding that internal and external candidates can be surveyed, this Cloud Service is priced on the number of Employees.
11. **Foundational:** This Cloud Service provides Customer with access to the Engagement, Pulse Add-on, Ad Hoc Employee Research and EX Compensation and Benefits Optimizer Cloud Services.
12. **Employee Technology Experience:** This Cloud Service permits Customer to conduct one (1) Employee Technology Experience program. An Employee Technology Experience program means a single, internal survey related to Customer's internal technology and services.
13. **Employee Technology Experience – Enterprise:** This Cloud Service permits Customer to conduct unlimited Employee Technology Experience programs. Each Employee Technology Experience program means a single, internal survey related to Customer's internal technology and services.
14. **360 Feedback:** This Cloud Service permits Customer to conduct unlimited 360 feedback surveys of Customer's target employees ("Subjects") per annual subscription period. A 360 Feedback survey permits Customer to survey multiple individuals within Customer's organization, including the Subject, on the topic of the Subject's employment performance. Unlike the other EX Use-Cases, 360 Feedback is priced on the number of Subjects, not the number of Employees.
15. **Compensation and Benefits Optimizer:** This Cloud Service permits Customer to conduct unlimited surveys of Customer's Employees per annual subscription period for the purpose of analyzing such Employees' preferences as to potential employment benefits Customer is considering.
16. **Ad-hoc Employee Research:** This Cloud Service permits Customer to conduct unlimited basic, ad hoc surveys of Customer's Employees per annual subscription period. The maximum number of project administrators is 10.
17. **Employee XM Discover:** This Cloud Service permits Customer to use XM Discover (the product terms of which are set out at <https://www.qualtrics.com/xmdiscover-terms/>) for the purposes of processing unstructured sets of data related to Customer's Employees. Unlike the other EX Use-Cases, Employee XM Discover is priced on the number of Feedback Records (as defined at <https://www.qualtrics.com/xmdiscover-terms/>), not the number of Employees.

PEOPLE LIFECYCLE PRODUCT DEFINITIONS AND TERMS EXHIBIT

All capitalized terms not defined herein have the meanings given to them in the governing terms agreed between Qualtrics and Customer. Only the definitions and terms related to Customer's specific purchase will apply to Customer. These use case terms (except for Continuous Employee Listening) should be read in conjunction with the 'Employee' usage metric defined as the total number of employees, contractors or other personnel directly employed by the Customer's organization, unless Qualtrics otherwise agrees in writing.

1. People Lifecycle

This SKU includes the following Cloud Services:

- a. **Employee Lifecycle:** This Cloud Service permits Customer to conduct unlimited surveys of Customer's Employees' experiences at different employee milestones (e.g. onboarding, promotion, return from leave, exit).
- b. **Candidate Experience:** This Cloud Service permits Customer to conduct unlimited surveys of all candidates for open positions within Customer's organization. Notwithstanding that internal and external candidates can be surveyed, this Cloud Service is priced on the number of Employees.

Customers who purchase People Lifecycle also have the option of purchasing 360 Development as an optional add-on:

- c. **360 Development:** This Cloud Service permits Customer to conduct unlimited 360 feedback surveys of Customer's target employees ("Subjects") per annual subscription period. A 360 Feedback survey permits Customer to survey multiple individuals within Customer's organization, including the Subject, on the topic of the Subject's employment performance. Notwithstanding that Subjects can be surveyed, this Cloud Service is priced on the number of Employees.



Arvin Singh, EdD, MBA, MPH, MS, FACHE
DH Cabinet Secretary



Michael J. Caruso
DHF Cabinet Secretary



Alex J. Mayer, MSA, PMP
DoHS Cabinet Secretary

STATE OF WEST VIRGINIA
DEPARTMENTS OF HEALTH, HEALTH FACILITIES, AND HUMAN SERVICES
OFFICE OF SHARED ADMINISTRATION

To: Crystal Hustead, CPPB
Senior Buyer, West Virginia Purchasing Division

From: Robert Price, CPPO, CPPB, NIGP-CPP
Administrative Services Manager II *Robert Price*

Subject: Agency Justification Letter – CMA 0506 2820 MIS2300000003

Date: September 22, 2025

The Office of Shared Administration Office of Purchasing respectfully submits Change Order No. 4 for the above referenced contract to add additional services to facilitate 360 Feedback. The addition of these services will help facilitate leadership development in conjunction with employee performance appraisals. This is pilot program being conducted at the request of Secretary Mayer.

If you have any questions regarding this request, please do not hesitate to contact me on extension 70218 or Bryan Rosen on extension 80953.

Thank you.

*10/3-spoke w/ Bobby P
and Frank W.
OKay to approve
[Signature]*





STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

Eric L. Householder
Cabinet Secretary

State Capitol
Charleston, West Virginia 25305

Heather D. Abbott
Chief Information Officer

TO: Christopher Itson, Information Systems Consultant
Office of Shared Administration

FROM: Heather D. Abbott, Chief Information Officer
Office of Technology *Heather D. Abbott*

SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
WVOT Number 2026-0169

DATE: September 30, 2025

West Virginia Code §5A-6-4(a) permits the Chief Information Officer to review and approve technology purchases for suitability to ensure such purchases comport with the State of West Virginia's overall strategic information technology goals.

West Virginia Code §5A-6-4c requires the Chief Information Officer to review and approve "technology projects."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Information Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems.

A review has been conducted of your request for Change Order No. 4 (CMA 0506 2820 MIS2300000003) to add additional services to facilitate 360 Feedback, the Office of Technology has determined:

☒ Your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.



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Aug 15, 2025



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Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

QUALTRICS, LLC

*# See Attached **

| Organization Information | | | | | | | | |
|---------------------------------|----------------|------------------|-------------|---------|--------|----------|------------------|--------------------|
| Org Type | Effective Date | Established Date | Filing Date | Charter | Class | Sec Type | Termination Date | Termination Reason |
| LLC Limited Liability Company | 10/2/2018 | | 10/2/2018 | Foreign | Profit | | | |

| Organization Information | | | |
|---------------------------|---|-----------------------|----------------------|
| Business Purpose | 5182 - Information - Data Processing, Hosting, and Related Services - Data Processing, Hosting and Related Services | | Capital Stock |
| Charter County | Fayette | Control Number | 0 |
| Charter State | DE | Excess Acres | |
| At Will Term | A | Member Managed | MBR |
| At Will Term Years | Par Value | | |
| Authorized Shares | Young Entrepreneur | | Not Specified |



Addresses

| Type | Address |
|----------------------------------|--|
| Designated Office Address | 333 W RIVER PARK DR PROVO, UT, 84604 |
| Mailing Address | 333 W RIVER PARK DR PROVO, UT, 84604 USA |
| Notice of Process Address | QUALTRICS LLC 333 W RIVER PARK DR PROVO, UT, 84604 |
| Principal Office Address | 333 W RIVER PARK DR PROVO, UT, 84604 USA |
| Type | Address |

Officers

| Type | Name/Address |
|---------------|--|
| Member | QUALTRICS INTERNATIONAL INC 333 W RIVER PARK DR PROVO, UT, 84604 |
| Type | Name/Address |

Annual Reports

| Filed For |
|------------|
| 2025 |
| 2024 |
| 2023 |
| 2022 |
| 2021 |
| 2020 |
| 2019 |
| Date filed |

For more information, please contact the Secretary of State's Office at 304-558-8000.

Monday, September 22, 2025 — 12:08 PM

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Vendor/Customer

Address

| Address Type | Street 1 | City | State/Province | Zip/Postal Code | Principal Contact |
|--------------|------------------------|---------|----------------|-----------------|--------------------|
| ✓ Payment | DEPT 880102 | PHOENIX | AZ | 850389650 | |
| Payment | 333 W RIVER PARK DRIVE | PROVO | UT | 84604 | |
| Payment | 2250 N UNIV PKWY #48C | PROVO | UT | 84604 | Tracie Christensen |
| Ordering | 2250 N UNIV PKWY #48C | PROVO | UT | 84604 | Tracie Christensen |

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Vendor/Customer : 000000189175

QUALTRICS LLC

Address Type : Payment ▼

Division/Department :

Additional Address Info :

Prevent New Spending :

Default Currency : USD - US Dollar ▼

Active From : 06/16/2016 Active To : 

Default Record :

Mail Returned :

Active Address : Yes


▼ Address Information

Address ID : AD000001

Street 1 : DEPT 880102

Street 2 : PO BOX 29650

City : PHOENIX

State/Province : AZ 

Zip/Postal Code : 850389650

DUNS :

Extended DUNS :

Unique Entity Identifier :

CAGE Code :

 Country Phone Code : 1

Phone : 000-000-0000

Phone Extension :

County : 

County Name :

Country : US 

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COMPLIANCE VERIFICATION CHECKLIST FOR REQUISITION SUBMISSION

| | |
|--|---|
| <i>Purchasing Division Use:</i> Buyer: <u>Crystal Husted</u> Date: <u>9/23/25</u> Solicitation No. <u>CRQ MIS23*03</u> | Agency: OSA <hr/> Procurement Officer Submitting Requisition: Robert Price <hr/> Requisition No. CRQM 0506 MIS2300000002 <hr/> PF No.: 1124314 |
|--|---|

This checklist **MUST** be completed by a state agency's designated procurement officer and submitted with the Purchase Requisition to the Purchasing Division. The purpose of the checklist is to verify that an agency procurement officer has obtained and included required documentation necessary for the Purchasing Division to process the requisition without future processing disruptions. At the agency's preference, the agency **MUST** either submit the checklist by attaching it to the requisition's Header **OR** by placing it in the requisition's Procurement Folder.

FOR ALL SOLICITATION TYPES:

| | Compliance Check Type | Required | Provided, if Required | Not Required | Purch. Div. Confirmation |
|---|--|-------------------------------------|--------------------------|--------------------------|--------------------------|
| 1 | Specifications and Pricing Page included | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Use of correct specification template | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Use of correct requisition type [CRQS → CCT or CPO] or [CRQM → CMA] | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Use of most current terms and conditions (www.state.wv.us/admin/purchase/TCP.pdf) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Maximum budgeted amount in wvOASIS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | Suggested vendors in wvOASIS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 | Capitol Building Commission pre-approval | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8 | Financing (Governor's Office) pre-approval | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9 | Fleet Management Division pre-approval | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | Compliance Check Type | Required | Provided, if Required | Not Required | Purch. Div. Confirmation |
|-----------|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 10 | Insurance requirements | | | | |
| | <i>Commercial General Liability</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <i>Automobile Liability</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <i>Workers' Compensation/Employer's Liability</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <i>Cyber Liability</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <i>Builder's Risk/Installation Floater</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <i>Professional Liability</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <i>Other (specify)</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | Office of Technology CIO pre-approval | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | Treasurer's Office (banking) pre-approval | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

FOR CHANGE ORDERS/RENEWALS:

| | | | | | |
|----------|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| 1 | Two-party agreement | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2 | Standard change order language | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3 | Office of Technology CIO approval | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4 | Justification for price increases/backdating/other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5 | Bond Rider (Construction) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6 | Secretary of State Verification | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7 | State debarment verification | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8 | Federal debarment verification | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**The items pre-checked are required before a Purchase Requisition may be submitted to the Purchasing Division. Failure to complete and verify this documentation may result in rejection of the requisition back to the agency. It is up to the agency procurement officer to determine if pre-approvals, insurance, or other documentation is needed for the purchase. The referenced information below may be used to make this determination.*

For Purchasing Division Use Only:

I have reviewed the requisition identified above and find that it is sufficient to advertise publicly to the vendor community. My review does not preclude the possibility that the vendor community, or some other entity, will identify an area of concern; however, should such issues or concerns arise, they will be reviewed and addressed as may be appropriate.

Signature: _____

Crystal Hustead