

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

24-945

SAP Number

San Bernardino County In-Home Supportive Services Public Authority

Department Contract Representative	Derrick Younger, HS Contracts
Telephone Number	(909) 388-0222
Contractor	Instructure, Inc.
Contractor Representative	Amy Madsen
Telephone Number	(801) 654-0721
Contract Term	September 24, 2024 through September 23, 2027
Original Contract Amount	\$58,142
Amendment Amount	n/a
Total Contract Amount	\$58,142
Cost Center	4980002240
Grant Number (if applicable)	n/a

Briefly describe the general nature of the contract: Agreement with Instructure Inc., including non-standard terms, to provide training software services for In-Home Supportive Services Public Authority Care Providers at an amount not to exceed \$58,142 for the period of September 24, 2024 through September 23, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form

DocuSigned by:

Jacqueline Carey-Wilson, County Counsel

Date September 19, 2024

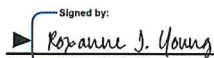
Reviewed for Contract Compliance

DocuSigned by:

Patty Steven, Contracts Manager

Date September 19, 2024

Reviewed/Approved by Department

Signed by:

Roxanne J. Young, Executive Director

Date September 19, 2024



Services Order Form

Order #:
Date:
Offer Valid Through:

Q-359347-2
2024-09-18
2024-05-01

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For San Bernardino IHSS Public Authority

Address:
City:
State/Province:
Zip/Postal Code:
Country:

784 East Hospitality Lane
San Bernardino
California
92408
United States

Order Information

Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name:
Email:
Phone:

Primary Contact

Name: Rebecca Esparza-Castaneda
Email: rebecca.esparza-castaneda@hss.sbcounty.gov
Phone: 909-891-9133

Billing Frequency Term:
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Basic Support	2024-05-01	2025-04-30	Included	1	USD 0.00	USD 0.00
Canvas Cloud Subscription Micro Courses	2024-05-01	2025-04-30	Enrollment	1,420	USD 3.52	USD 4,998.40
Canvas Catalog Cloud Subscription	2024-05-01	2025-04-30	User	1,420	USD 3.60	USD 5,112.00
Canvas Studio Cloud Subscription	2024-05-01	2025-04-30	Enrollment	1,420	USD 2.60	USD 3,692.00
Recurring Sub-Total						USD 13,802.40
Canvas LMS Essential Implementation Bundle			Per Implementation	1	USD 8,680.00	USD 8,680.00
Canvas LMS Catalog Implementation Bundle			Per Implementation	1	USD 5,350.00	USD 5,350.00
Canvas Studio Standard Implementation			Per Implementation	1	USD 1,620.00	USD 1,620.00
Non-Recurring Sub-Total						USD 15,650.00
Year 1 Total						USD 29,452.40

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Basic Support	2025-05-01	2026-04-30	Included	1	USD 0.00	USD 0.00
Canvas Cloud Subscription Micro Courses	2025-05-01	2026-04-30	Enrollment	1,420	USD 3.64	USD 5,168.80
Canvas Catalog Cloud Subscription	2025-05-01	2026-04-30	User	1,420	USD 3.74	USD 5,310.80
Canvas Studio Cloud Subscription	2025-05-01	2026-04-30	Enrollment	1,420	USD 2.71	USD 3,848.20
Recurring Sub-Total						USD 14,327.80
Year 2 Total						USD 14,327.80

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Basic Support	2026-05-01	2027-04-30	Included	1	USD 0.00	USD 0.00
Canvas Cloud Subscription Micro Courses	2026-05-01	2027-04-30	Enrollment	1,420	USD 3.77	USD 5,353.40
Canvas Catalog Cloud Subscription	2026-05-01	2027-04-30	User	1,420	USD 3.90	USD 5,538.00
Canvas Studio Cloud Subscription	2026-05-01	2027-04-30	Enrollment	1,420	USD 2.81	USD 3,990.20
Recurring Sub-Total						USD 14,881.60
Year 3 Total						USD 14,881.60
Grand Total: USD 58,661.80						

Deliverable	Description	Expiration	Qty
Canvas Catalog Cloud Subscription	Canvas Catalog Cloud Subscription: Per User Annual Catalog subscription for Higher Education clients	N/A	1,420

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Professional Services	Description	Expiration	Qty
Canvas LMS Essential Implementation Bundle		N/A	1
Canvas LMS - HE Essential Implementation	As prescribed by your purchased implementation package, your implementation will include the following: • Access to Canvas LMS consultants to guide your project, perform some tasks, and answer questions. • One Canvas LMS instance • Access to API information, guides, public courses, and best practice documentation.	12 Months	1,420
Training Portal Essential - Core On-Demand Content	Unlimited access to core on-demand training content for teachers and admins through the Training Portal.	12 Months	1

Professional Services	Description	Expiration	Qty
Canvas LMS Instance Configuration	Creation and access to one (1) Canvas LMS Instance for up to five (5) of your chosen administrators. This instance will be configured with a "institutionname.instructure.com" URL based on requested URL availability.	12 Months	1
Canvas LMS Onboarding Course	A six-part Canvas LMS course provides guidance and instruction about implementation topics and tasks. The course is paced to six weeks but may be completed faster/slower, depending on your needs and Instructure resource availability.	12 Months	1
Essential Project Management	- You will join a cohort which includes other new Canvas LMS customers and is led by designated Canvas LMS consultants. - Weekly webinars with your cohort leaders offer best-practice advice, processes, and Q&A regarding the weekly topic. Attendance is recommended but optional; all webinars are recorded. - No project plan is provided, so you will need to monitor your team's progress to ensure you stay on track. - All project management will be performed remotely and communication will be conducted by email and webinars, with occasional calls at the consultants' discretion. - Technical implementation/activation is completed during the first 6 weeks of the cohort. Our CSM team will work with your cohort for 5 additional weeks (11 weeks total per cohort) to help you complete onboarding.	N/A	1
Essential Technical Consulting / Data Provisioning for Canvas LMS Instance	Data provisioning support to get your user data into Canvas LMS, through one of the following methods: manual creation, CSV import, or a limited set of SIS integrations. Access to API documentation and Community guides will be provided. Excludes API-related coding/development and CSV file creation, maintenance, or updates. - Valid SIS integrations which require direct API access are: Aeries, Aspen, Aspire, Blackbaud (ex. Education Edge), Clever, Focus, Infinite Campus, Powerschool, Progressbook (DASL), Q (Aequitas), Qmlativ, Sapphire, Skyward, Synergy. SIS integration will include the base mapping set. Additional fees may be required for complex customization or changes, at Instructure's discretion. - Additional SIS integrations that are fully supported by your SIS provider may be available, most of which use leverage CSV import and may have grade passback options. You and/or SIS provider perform this configuration. - Manual provisioning and CSV imports are configured and tested by you with basic guidance from your Canvas LMS consultants; your consultants and you will both perform tasks to establish SFTP access (if desired) or perform SIS integration. - Instructure will assist with one test using production data; additional testing or test environments require purchase of additional technical consulting hours. - Technical implementation/activation is completed during the first 6 weeks of the cohort. Our CSM team will work with your cohort for 5 additional weeks (11 weeks total per cohort) to help you complete onboarding. Additional technical consulting as needed for SSO, etc.	N/A	1
Instructional Design - Ready Made Template	Select one pre-built template from our collection of designs. Templates are built with a variety of audience needs in mind. Instructions are included to modify design elements as needed. This course template and all of the content and assets within it are licensed for use on one instance of Canvas LMS. Please do not share this course template in whole or in part outside of the licensed instance for which this course template and associated contents were purchased.	12 Months	1
Canvas LMS Catalog Implementation Bundle		N/A	1
Catalog Implementation	Application of the institution-specific branding (consisting of logo, color scheme, and feature image/text), to one (1) Canvas Catalog account. Provide a standard authoring template for publishing course completion certificates (client may customize as needed). Project Consultant to take an active project management role by providing a customized project plan, assigning resources to tasks, identifying the critical path, and scheduling regular project check-in calls with client staff. One Custom URL for the institution's Canvas Catalog domain. If needed, establishment of a trust relationship between the institution's existing Canvas LMS instance and the additional Canvas LMS instance implemented under Canvas Catalog to grant users access between instances without requiring additional login information. Authentication will utilize authentication providers configured in Canvas LMS. Any additional authentication support, including building or hosting discovery pages will require a separate Professional Services engagement.	12 Months	1
Canvas Catalog - On Demand Admin Training	One year of unlimited access to On Demand training content on administering Canvas Catalog.	12 Months	1
Canvas Studio Standard Implementation		N/A	1
Canvas Studio Implementation	Implementation will include the following: * Creation of Canvas Studio Instance * Integration with Canvas LMS via LTI * Admin creation and walkthrough.	12 Months	1
Canvas Studio Webinar Training	Two hours of remote training content on utilizing Canvas Studio.	12 Months	1

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Enrollment: Enrollment Metric is measured by the number of courses started (whether or not completed) by any individual authorized by the Customer to access the Service.

Product	Description
Canvas Cloud Subscription Micro Courses	Micro Courses have a duration of up to One Week Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Canvas Studio Cloud Subscription	1 GB/subscription per Enrollment of storage is included in the annual subscription fee. Additional storage can be purchased for \$3,000 per 1 TB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

One Time Opt-Out: Each party has the one time option to cancel remaining years listed on the Order Form after Year 1 by providing written notification to the other party no later than 60 days prior to the end of Year 1. Any prepaid amounts to Instructure will not be refunded.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>

Portfolium: <https://portfolium.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/policies/mastertermsconditions>.

Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	Please email all US state sales tax exemption certifications to ar@instructure.com
If yes, please enter PO Number: _____	

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

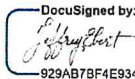
This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

San Bernardino IHSS Public Authority

Signature:	
Name:	Dawn Rowe
Title:	Chair, Board of Supervisors
Date:	SEP 24 2024

Instructure, Inc.

Signature:	 DocuSigned by: Jeff Ebert 929AB7BF4E93409...
Name:	Jeff Ebert
Title:	Director, Deal Desk & Pricing
Date:	September 19, 2024

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Secretary

By  Deputy

