

# **CANOPY ANYWHERE**

**Request for Proposal** 

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**SECTION 1: PROCUREMENT PROCESS** 

1.1 Introduction

Responding to the escalating youth mental health crisis in Mississippi, Canopy Children's Solutions launched

Canopy Anywhere in 2023 as a pilot project within the Madison County School District. Canopy Anywhere is an

innovative, technology-enabled solution designed to reduce crisis-level interventions through a HOPE-based

wellness approach emphasizing early identification and facilitated connection to mental health and community

supports based upon needs. Canopy Children's Solutions invites the submission of proposals for expanding

Canopy Anywhere to 29 low- to moderate-income school districts across Mississippi that have been

disproportionately affected by the COVID-19 pandemic.

This project's funding is provided by the CDBG-CV Program, administered by the State of Mississippi and HUD,

and will increase access to Canopy Anywhere services, aimed at early identification, intervention, and ongoing

support for middle and high school students and their caregivers.

Canopy Children's Solutions has been at the forefront of children's behavioral health and family support services

for over a century, and we are deeply committed to supporting youth resilience and mental health. With rollout

targeted for the spring of the 2025-2026 school year, we are seeking key technology enhancements to help us

scale Canopy Anywhere that will integrate and streamline mental health screening and assessment, triage

services, wellness & therapeutic content, and caregiver support into schools across Mississippi LMI identified

areas.

We have outlined our programmatic needs within this request, and we sincerely look forward to hearing from

your organization on how we can collaborate to build hope for Mississippi youth.

In community,

Terry L. Hight, Ph.D.

**Chief Operating Officer** 

Canopy Children's Solutions

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#### 1.2 Background

#### **Program Objective:**

Canopy Anywhere provides early intervention and ongoing mental health support for underserved and low-to-moderate-income (LMI) students and their families who are facing systemic barriers.

The Canopy Anywhere initiative is designed to address the growing youth mental health crisis, and particularly the challenges exacerbated by the long-lasting effects of the COVID-19 pandemic – social isolation, feelings of persistent sadness or hopelessness, increased family stress, and self-harm.

Canopy Anywhere is an innovative, scalable, technology-enhanced platform that seeks to prevent crisis-level interventions by focusing on early identification and intervention using HOPE-based preventative mental health care. The program proactively provides therapeutic curricula, comprehensive screenings, triage services (inclusive of self-navigated, telehealth, and in-person therapy), and timely support resources for pandemic-related challenges such as housing insecurity and food scarcity to Mississippi's middle and high school students. By creating personalized intervention pathways tailored to each individual student's unique mental health needs and actively involving their caregivers, Canopy Anywhere seeks to promote positive mental health outcomes while establishing sustainable, accessible support for families in need across the state of Mississippi. Canopy seeks to increase accessibility to Canopy Anywhere services to middle and high school students in 29 LMI public school districts in Mississippi during the 2025-2026 school year, the enhanced program will begin a phased rollout, anticipating full deployment by August 2026 and concluding in June 15, 2027.

#### **Program Scope:**

#### CANOPY ANYWHERE PLATFORM

Design and implement enhancements necessary to scale the Canopy Anywhere platform to collect data, perform screenings, track progress, and provide therapeutic wellness content.

#### PREVENTATIVE SCREENING AND SUPPORT

Proactive screening to identify mental health risks early to allow timely intervention.

#### TRIAGE SERVICES

Implementation of Canopy's standard triage and intervention protocols that guide youth and caregivers to self-navigated, telehealth, or in-person mental health resources.

#### SCALABILITY

Prioritization of high-tech, personalized service delivery that accomplishes program objective while remaining lean on necessary human resources.

#### 1.3 Procurement Timeline

RFP Issued & Advertised	September 15, 2025
Deadline for Questions or Requests for Clarification	September 19, 2025
Deadline for Submitting Proposal	September 30, 2025, 12:00 p.m., CST
Anticipated Notice of Intent to Award	October 3, 2025

Note: Canopy reserves the right to adjust this schedule as it deems necessary. Subject to the availability of funding, the contract term shall end June 15, 2027

#### 1.4 Questions for Clarification

Questions relating to the RFP requirements, or the technical details of services shall be submitted to Whitney Jackson (procurement@mycanopy.org) no later than September 19, 2025, 12:00 p.m., CST. Offerors are cautioned that any statements made by any person at Canopy shall not be relied upon where it contradicts any portion of this RFP, unless it is subsequently ratified by a formal written amendment to the RFP. All questions and answers will be published on the Canopy website no later than September 23, 2025, in a manner that all Offerors will be able to view.

## 1.5 Proprietary Information

The Offeror should identify any part of the proposal package considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended), as a "Trade Secret." Any proprietary information will be handled in accordance with applicable legal procedures. The Offeror shall submit a completed Proprietary Information Form, attached to this RFP as Attachment C. Additional submission requirements regarding any part of the proposal marked as a "Trade Secret" are contained in Section 2.3 of this RFP.

## 1.6 Canopy Right to Reject Proposals

Canopy reserves the right to reject any and all proposals during any step of the procurement process, even after negotiations have begun. Canopy reserves the right to reject any and all proposals where the Offeror takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions set forth in this RFP.

## 1.7. Informalities and Irregularities

Canopy has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Offeror with the proposal for Canopy to evaluate the proposal properly, Canopy has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

## **SECTION 2: SCOPE OF SERVICES AND REQUIREMENTS**

#### 2.1 Purpose

Canopy seeks to engage vendors who will provide robust technology enhancements to support the scaling and delivery of Canopy Anywhere in low- and moderate-income school districts in Mississippi. Chosen vendors will rapidly and thoroughly implement technology solutions that meet all privacy and security regulations (i.e., HIPAA & FERPA).

At scale, Canopy Anywhere will be supported by a robust, accessible technology solution that effectively manages user data, delivers content, facilitates screening and assessment, automates workflows, provides reporting and analytics, and integrates with an electronic health record (EHR) determined by Canopy. This RFP seeks to procure a technology platform that securely collects, stores, and process student and caregiver data while ensuring compliance with privacy and security standards. A comprehensive content management system must support delivery of wellness resources and digital self-guided materials (including Canopy developed and third party licensed). The platform should also enable screening and assessment tools that guide early identification of mental health risks with unique workflows. These automated workflows should streamline triage services, referral processes, and intervention pathways, enhancing accessibility and efficiency.

Sections 2.2 (Scaling Technology Platform) and 2.3 (Enhancing Accessibility to Wellbeing Content) outline the scope of five core requirements for the proposed solution. Specific details for each of the requirements are provided in ATTACHMENT F: Detailed Technical Requirements.

## 2.2 Scope - Scaling Technology Platform

## **REQ 1 – User Data Management**

The Canopy Anywhere platform must facilitate user enrollment through both bulk file uploads and self-service options, ensuring accessibility for users. The system must collect and manage comprehensive data, including personal, demographic, mental health, and engagement metrics, to support program tracking and evaluation. Canopy maintains exclusive rights to all data collected by the platform. Advanced reporting and analytics tools should provide insights into student progress, counselor interventions, and resource effectiveness. User roles and access permissions must be structured to restrict data visibility and platform actions based on role requirements. Additionally, the platform must adhere to strict security and privacy regulations, such as FERPA and HIPAA, to protect sensitive student and caregiver mental health information from unauthorized access.

Requirement #	Requirement
1.1	User Enrollment  System must collect data about students and their families through various methods, such as bulk enrollment by file upload and self-service enrollment.
1.2	Data Collection  System will capture data on students, caregivers, interventions, and outcomes  — including personal, demographic, mental health, and engagement data to ensure flexible and effective tracking, reporting, and evaluation of the program's impact.
1.3	Reporting & Analytics  System must provide tools for reporting on student progress, documenting counselor interventions, and assessing the effectiveness of resources available to caregivers.
1.4	User Roles & Access  System must have user roles and roles must be allow restrictions on information visibility and actions able to be performed on the platform
1.5	System must adhere to applicable regulations (e.g., FERPA and HIPAA) to ensure that sensitive data (e.g., student mental health information) is secure and protected from unauthorized access. Data must be encrypted at rest.

	System must adhere to applicable regulations (e.g., FERPA) to ensure that sensitive data (e.g., student mental health information) is secure and protected from unauthorized access.
1.6	Data Storage and Backup  System must provide secure, reliable, and scalable data storage and backup capabilities.

## **REQ 2 – Content Management System**

The Canopy Anywhere platform must provide a user-friendly content management system (CMS) that allows users to easily navigate, complete screenings, and access mental health resources. The system must support two-way communication between Canopy Anywhere staff (such as Coaches and Pathfinders) and end users, ensuring timely guidance and support. A centralized dashboard should provide user-specific information. Additionally, the system must be designed to scale efficiently as new school districts are added while maintaining compliance with accessibility standards to ensure usability for all individuals.

Requirement #	Requirement
	User Experience
2.1	System must ensure a user-friendly interface that allows students, caregivers, and school staff to easily navigate the platform, complete screenings, and access resources efficiently.
	Communication
2.2	System must provide the ability to deliver email and text communication to end users (i.e., Students and Caregivers).
	Dashboard
2.3	System must dynamically display pre-configured Dashboard setups based on User Role – Pathfinder, School Personnel, Student, and Caregiver.
	Integration
2.4	System must integrate with supporting platforms to ensure seamless data flow.
System Availability & Scalability	
2.5	System must be designed to scale efficiently to accommodate the addition of new school districts as needed.
	Accessibility
2.6	System must adhere to ADA compliance requirements to ensure the platform is compliant with accessibility regulations.

## **REQ 3 – Screening and Assessment Delivery**

The Canopy Anywhere platform must provide screening and assessment tools to identify and address student mental health needs. The system must support a variety of questionnaires, screeners and assessments, including the HOPE Scale, Social Determinants of Health (SDOH) assessments, and mental health assessments such as the Patient Health Questionnaire (PHQ), among others. Rescreening and follow-up assessments will be conducted to evaluate the effectiveness of interventions and ensure continuous support for students. The platform must also facilitate data collection and reporting to track progress, mental health trends, intervention outcomes, and overall program impact, ensuring that the system remains adaptive and responsive to student needs.

Requirement #	Requirement
	Screening and Assessment
3.1	System must provide screenings and assessments, including but not limited to: HOPE Scale, Social Determinants of Health (SDOH), PHQ, etc.
3.2	Follow-Up & Effectiveness  System must perform follow-up assessments and provide data to track the effectiveness of interventions and content provided.

## **REQ 4 – Automated Workflows**

The Canopy Anywhere platform must incorporate automated workflows to trigger appropriate intervention pathways based on assessed risk levels. These workflows should facilitate student access to tailored resources, such as wellness curricula, school counselor involvement, or escalation for referrals to a Pathfinder (or designee) or crisis resources (e.g., 911, Crisis Hotline, etc.). Additionally, the system must implement a clearly defined crisis intervention protocol to address urgent situations. By automating decision-making processes, the platform ensures timely and efficient support for students while optimizing resource allocation and intervention effectiveness.

Requirement #	Requirement
	Intervention Pathways
4.1	System must be designed to trigger appropriate intervention pathways based on assessed risk levels. These pathways may include the implementation of a wellness curriculum, involvement of school counselors, appropriate resources, escalation or referral for students needing urgent support. Additionally, the system must include a clearly defined crisis intervention protocol to address urgent situations effectively.

## 2.3 Scope - Enhancing Accessibility to Wellbeing Content

The expansion of Canopy Anywhere services requires a system capable of deploying *Canopy Propriety Content* in a manner that maintains both the integrity of the content and the user experience intended by its design. The selected system must support delivery of this content with high fidelity to the original functionality (including interactivity, sequencing, and accessibility features) as well as fidelity to design (including layout, branding, and visual presentation). This content will include engaging wellness content, self-guided modules, and related materials designed to support early identification, prevention and ongoing care.

Vendors must describe in detail how their proposed solution will ensure the accurate rendering, usability, and security of proprietary materials. Responses should include:

- Examples of prior content development or deployment that demonstrate effectiveness in engaging youth and caregivers.
- Technical specifications for how the proposed system will deploy proprietary content while maintaining fidelity to design and function.
- A description of methods for safeguarding intellectual property, including security, access controls, and user permissions.
- Any limitations, dependencies, or customization required to achieve full functionality.

Canopy Children's Solutions reserves the right to select the system that best ensures fidelity to both functionality and design in the deployment of *Canopy Proprietary Content*, and to evaluate proposals accordingly.

## **REQ 5 – Wellness Content (General)**

The HOPE Curriculum serves as the core wellness program for all students, offering foundational content designed to build resilience and emotional well-being. This curriculum includes digital wellness activities, videos, and interactive resources tailored to student needs. Personalized learning pathways are created based on assessment results, guiding students through relevant content domains. Caregivers will also have access to supporting materials to enhance family engagement.

Requirement #	Requirement
	Wellness Content (General Curriculum)
5.1	Deploy Canopy proprietary Hope-based wellness curriculum content in a variety of media formats (Content made available upon execution of NDA).

#### 2.4 Anticipated Rollout Phases

Deployment of Canopy Anywhere to selected schools will occur in two phases beginning with the Spring Semester (January) 2026. All 29 LMI school districts will have the option of identifying a school for this Phase 1. Phase 2 (full implementation) provides all 29 LMI school districts with the option of including all middle and high schools (up to 102 schools). The total estimated students and caregivers eligible for Phase 1 is 32,000). The total estimated student and caregivers eligible for Phase 2 is 80,000.

Phase	Estimated Volume
January 2026	Up to 29 School Districts, 29-40 Schools Up to 32,000 Users (Students and Caregivers)
August 2026	Up to 29 School Districts, Up to 102 Middle & High Schools Up to 80,000 Users (Students and Caregivers)

<sup>\*</sup>This rollout is subject to change in date and/or volume.

#### **2.5 Term**

The anticipated term of the contract shall begin **October 6**, **2025**, and end on **June 15**, **2027**, subject to the availability of funding provided by the CDBG-CV Program, administered by the State of Mississippi and HUD.

#### 2.6 Insurance

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. A certificate of insurance providing coverage shall be furnished to Canopy prior to commencement of services resulting from this RFP. Canopy reserves the right to request from carriers, certificates of insurance regarding coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

## **SECTION 3: PROPOSAL SUBMISSION REQUIREMENTS**

#### 3.1 Proposal Submission Deadline

All proposals submitted in response to this RFP must be received by **no later than September 24**, **2025**, at 12:00 PM, Central Standard Time.

#### 3.2 Manner of Submission

Proposals must be submitted by email to: procurement@mycanopy.org

#### 3.3 Content of Proposals

All proposals shall be in a digital form (PDF).

Offerors must include the following components to ensure timely and comprehensive evaluation:

- Proposal Cover Sheet with Certifications and Assurances (Attachment A)
- Capability Indicator Form (Attachment B)
- Company Overview
  - o Include Demonstrated experience with delivering projects of this size and industry
  - o References will be requested for finalists
- Overview of Proposed Solution
- Pricing Model
  - o Include license and fees
  - Include implementation fees
    - Include separate pricing for Nice to Have (NTH) requirements
    - Include separate pricing for Customization
- Deployment Timeline & Milestones
- Scalability
- Implementation & Support
- Compliance & Security
- Proprietary Information Form (Attachment C), if applicable
- Proposal Exception Summary Form (Attachment D), if applicable

## **SECTION 4: EVALUATION AND AWARD**

#### **4.1 Evaluation Committee**

Complete proposals will be reviewed and analyzed by an evaluation committee to determine if the proposal adequately meets the needs of Canopy. The evaluation committee will award points using the factors listed below. A total of 100 points are available.

#### 4.2 Evaluation Criteria

#### 4.2.1 Technical Factors – 33 Points (33%)

- Does the Offeror's proposal demonstrate a clear understanding of the scope of work and related objectives? (Does the Offeror understand what work needs to be done?) (10 points)
- Has the past performance of the Offeror's proposed methodology been documented? (Has the Offeror done this type of work in the past?) (7 points)
- Fidelity of delivering wellness curriculum to brand standards (3 points)
- Does the proposal include evidence of robust project management for technology development? (Does the Offeror have evidence of meeting rapid implementation requirements and project milestones?) (3 points)
- Does the proposal include evidence of robust quality control and assurance programs?
   (Does the Offeror have evidence of rapidly identifying and correcting technical issues?) (3 points)
- Is the proposed technology scalable and flexible? (Does the proposed easily program scale to deliver services to 100 schools? (3 points)
- Is content delivery flexible to accommodate changing academic calendars?) (4 points)

#### 4.2.2 Cost Factors - 35 Points (35%)

Priority will be given to low-cost proposals. Proposals with lower prices will be rated higher to ensure the most cost-effective solution.

#### 4.2.3 Management Factors – 32 Points (32%)

- History and experience in performing the work: (10 points)
- Does the Offeror document a record of reliability? (4 points)
- Does the Offeror demonstrate a track record of service as evidenced by on-time, on budget, and contract compliance performance? (5 points)
- Does the Offeror document industry or program experience? Has the Offeror dealt with state or federal contracts in the past? (5 points)
- Does Offeror demonstrate availability of personnel, facilities, equipment and other resources? (4 points)
- Offeror is a Women Owned or Minority Owned entity?
  - Yes (4 points)
  - o No (0 points)

## **ATTACHMENTS**

- 1. ATTACHMENT A: Proposal Cover Sheet with Certifications and Assurances
- 2. ATTACHMENT B: Capability Indicator Form
- 3. ATTACHMENT C: Proprietary Information Form
- 4. ATTACHMENT D: Proposal Exception Summary Form
- 5. ATTACHMENT E: Detailed Technical Requirements
- 6. ATTACHMENT F: Canopy Anywhere Process
- 7. ATTACHMENT G: User Roles and Permissions
- 8. ATTACHMENT H: Predefined Report Examples
- 9. ATTACHMENT I: Grant Reporting
- 10. ATTACHMENT J: Terms and Conditions
- 11. ATTACHMENT K: Supplemental Terms

# ATTACHMENT A: PROPOSAL COVER SHEET WITH CERTIFICATIONS AND ASSURANCES

Organization Name:
Organization's Physical Address:
Organization's Mailing Address:
Organization's Principal Place of Business:
Organization's Place of Performance of Services (if different):
Contact Person's Name:
Contact Person's Title:
Contact Person's Phone No.:
Contact Person's Fax No.:
Contact Person's Email Address:
Tax I.D. Number:
DUNS Number:
Age of business: Average number of employees over the past three (3) years:
Indicate if this organization is minority or women owned (For Classification Purposes ONLY):
Minority-Owned Women-Owned
Indicate the underlying philosophy of the firm in providing the services required within this proposal

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

- 1. That he/she has thoroughly read and understands this Request for Proposals and the attachments thereto:
- 2. That the company meets all requirements and acknowledges all certifications contained in this Request for Proposals and the attachments thereto;
- 3. That the company agrees to all provisions of this Request for Proposals and the attachments thereto;
- 4. That the company will perform the services required at the prices quoted;
- 5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
- 6. That the company has, or will secure, at its own expense, applicable personnel with requisite credentials who shall be qualified to perform the duties required to be performed under this Request for Proposals.
- 7. **INDEPENDENT PRICE DETERMINATION:** The respondent certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other respondent or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate prices offered.
- 8. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**: The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
- 9. That the company understands and agrees to all Terms and Conditions detailed in ATTACHMENT J: Conditions of Participation and ATTACHMENT K: Supplemental Terms.

Company Name:	
Printed Name and Title of Representative: _	
Signature/Date:	

**Note**: Failure to sign this form may result in the proposal being rejected as nonresponsive. Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.

#### ATTACHMENT B: CAPABILITY INDICATOR

Please include the table below and check the appropriate boxes to indicate whether the functionality of the proposed solution is current functionality or that which requires development/customization. Additionally, please indicate whether any of the proposed solutions will be provided by the Offeror (Vendor) utilizing the services of a sub-contractor. Any work provided by sub-contractor is the sole responsibility of the Vendor.

Preferably, check either *Native Functionality* or *Functionality Requires Customization*. If the functionality requires customization, please provide a detailed description of the capability and its approach to customization in the **Overview of Proposed Solution** portion of your proposal. Additionally, please identify any component that will be provided by Vendor's sub-contractor.

All exceptions to identified requirements must be explicitly acknowledged. Failure to note an exception will be deemed an affirmation that the Vendor's proposed solution fully meets the requirement as written (Noted in Attachment D).

On the first page of the proposal submission, Vendors must include the completed Capability Indicator table below and check the appropriate boxes to indicate the categories your quote covers.

Category	Subcategory	Native Functionality	**Functionality Requires Customization	Provided by Vendor Sub- Contractor
Scaling	User Data Management			
Technology Platform	- User Enrollment			
	<ul> <li>Data Collection</li> </ul>			
	- Reporting & Analytics			
	- User Roles & Access			
	- Security & Privacy			
	Content Management			
	System			
	<ul> <li>User Experience</li> </ul>			
	<ul> <li>Communication</li> </ul>			
	- Dashboards			
	- Integrations			
	<ul> <li>Availability &amp; Scalability</li> </ul>			
	- Accessibility			
	Screening & Assessment			
	Delivery			

	- Screening &		
	Assessment - Follow-Up & Effectiveness		
	Automated Workflows		
	- Intervention Pathways		
Enhancing Accessibility to Wellbeing Content	Wellness Content (General)		

<sup>\*\*</sup> Address cost for Customization

## ATTACHMENT C: PROPRIETARY INFORMATION FORM

The Offeror should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Offeror, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right-hand corner with the word "CONFIDENTIAL." Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

If applicable, please indicate which parts/pages below that the contractor wishes to designate as proprietary. In addition, provide the specific statutory authority for the exemption. If this is not applicable, please indicate with "N/A" below.

1.
2.
3.
4.
5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the contract.

Date

Signature of Authorized Official

## ATTACHMENT D: PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Attachments, in the table below. Indicate "N/A", if there are no exceptions.

#### This Form MUST be COMPLETED and SIGNED.

Failure to indicate any exception will be interpreted as the respondent's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

RFP Reference	Respondent Proposal Reference	Brief Explanation of Exception	Canopy Acceptance
(Reference specific outline point to which exception is taken)	(Page, section, items in respondent's proposal where exception is explained)	(Short description of exception being made)	(Sign here only if accepted)
1			
2			
3			
4			
5			
6			
Signature of Authorized C	Official	Date	

# ATTACHMENT E: DETAILED TECHNICAL REQUIREMENTS

# **Scaling Technology Platform Requirements**

Note: Requirements that are Nice-to-Have, and not a Must Have, are labelled NTH.

# **REQ 1 – User Data Management**

Requirement #	Requirement
	User Enrollment
1.1	System must collect data about students and their families through various methods, such as bulk enrollment by file upload and self-service enrollment.
	Data Collection
1.2	System will capture data on students, caregivers, interventions, and outcomes – including personal, demographic, mental health, and engagement data to ensure flexible and effective tracking, reporting, and evaluation of the program's impact.
	Reporting & Analytics
1.3	System must provide tools for reporting on student progress, documenting counselor interventions, and assessing the effectiveness of resources available to caregivers.
	User Roles & Access
1.4	System must have user roles and roles must be allow restrictions on information visibility and actions able to be performed on the platform
	Security & Privacy
1.5	System must adhere to applicable regulations (e.g., FERPA and HIPAA) to ensure that sensitive data (e.g., student mental health information) is secure and protected from unauthorized access. Data must be encrypted at rest.
	System must adhere to applicable regulations (e.g., FERPA) to ensure that sensitive data (e.g., student mental health information) is secure and protected from unauthorized access.
	Data Storage and Backup
1.6	The system must provide secure, reliable, and scalable data storage and backup capabilities.

## 1.1 User Enrollment

Requirement #	Requirement
1.1	User Enrollment System must collect data about students and their families through various methods, such as bulk enrollment by file upload and self-service enrollment.
	methods, such as bulk enrollment by the upload and sen-service enrollment.

## 1.1.1 Enrollment Administration

Requirement #	Requirement
1.1.1	System must allow bulk and single-user program enrollment and withdrawal.
1.1.1.1	System must allow bulk enrollment via upload of CSV/Excel file.
1110	System must allow bulk and single user assignment of Students to School
1.1.1.2	Counselor(s) and School Administrator(s).
1.1.1.3	System must allow bulk and single user assignment of Students to Pathfinder.
1.1.1.4	System must allow a Counselor to be marked as Primary on Students.
	System must allow Counselors and School Administrators to update the
1.1.1.5	Primary Counselor field.
NTH 1.1.1.6	System must allow users to self-enroll within the platform.
NTH 1.1.1.7	System must allow staff to enroll a single student within the platform.

## 1.1.2 Unique Identifiers & User Linking

Requirement #	Requirement
1.1.2	System must have multiple User Roles.
1.1.2.1	System must generate and assign a unique identifier to Students.
1.1.2.2	System must generate and assign a unique identifier to Caregivers.
1.1.2.3	System must generate and assign a unique identifier to Family or otherwise make family relationships clear and reportable.
1.1.2.4	System must allow user accounts (e.g. Caregivers) to be linked to multiple other user accounts (e.g. Students) in a many-to-many relationship.

#### 1.1.3 User Account Maintenance

Requirement #	Requirement
1.1.3	System must have automated & self-service user account maintenance.
1.1.3.1	System must identify and/or combine duplicate user accounts.
1.1.3.2	System must identify and/or combine multiple Student accounts with the same Caregiver (based on PII) into a singular Family record.
1.1.3.3	System must identify and/or combine possible family members (i.e., student siblings) into singular Family record.
1.1.3.4	System must allow Caregivers to update their contact information.
1.1.3.5	System should identify previously enrolled students within a new school.
NTH 1.1.3.6	System must have contact information data validation logic for email address and phone number fields.

## 1.2 Data Collection

Requirement #	Requirement
	Data Collection
	System must capture data on students, caregivers, interventions, and
1.2	outcomes – including personal, demographic, mental health, and engagement
	data to ensure flexible and effective tracking, reporting, and evaluation of the
	program's impact.

## 1.2.1 Demographic Data

Requirement #	Requirement
1.2.1	System must capture demographic data for Students and Caregivers.
1.2.1.1	System must be able to identify the user's age to deliver the proper consent.

## 1.2.2 Assessment Data

Requirement #	Requirement
1.2.2	System must retain all data from screenings taken by Students and Caregivers.

## 1.2.3 Engagement Data

Requirement #	Requirement
1.2.3	System must log and track all user activity within the platform.

## 1.2.4 Student Progress Data

Requirement #	Requirement
1.2.4	System must have fields for documenting student progress over time – which may include grades, attendance, and behavioral reports.
1.2.4.1	System must allow these fields to be populated via file upload.

## 1.3 Reporting & Analytics

Requirement #	Requirement
	Reporting & Analytics
1.3	System must provide tools for reporting on student progress, documenting counselor interventions, and assessing the effectiveness of resources available to caregivers.

#### 1.3.1 Customization

Requirement #	Requirement
1.3.1	System must allow customization within reporting tool(s).
1.3.1.1	System must allow users to filter data by multiple ranges, such as: Data Ranges, Student Segments (i.e., grade), and Types of Interventions or Resources Used.
1.3.1.2	System must allow option to save customized report filters and/or settings for future use.
1.3.1.3	System must allow reports to be generated and delivered automatically, in compliance with FERPA and HIPAA guidelines.
NTH 1.3.1.4	System must include customizable widgets that allow reporting users to choose which data visualizations are most important to them.

## 1.3.2 Data Visualization

Requirement #	Requirement
1.3.2	System must incorporate data visualization capabilities into the platform to provide graphs, charts, and other visual elements to present data clearly and effectively.
1.3.2.1	System must be able to track and graph trend over time data at the individual user, grade, and school level.

# 1.3.3 Effectiveness Tracking

Requirement #	Requirement
1.3.3	System must have or be able to produce reports that evaluate the
	effectiveness of resources and interventions used, including qualitative and
	quantitative data.

## 1.3.4 Ad-Hoc Reports

Requirement #	Requirement
1.3.4	System must allow the creation of custom ad-hoc reports by Canopy.
1.3.4.1	System must allow creation of real time data visualizations.
1.3.1.2	System must allow the ability to filter and manipulate data.
1.3.1.3	System must offer report export options in multiple formats such as Excel, CSV, and PDF.
1.3.1.4	System must integrate with existing data sources for seamless access to information.

## 1.3.5 Pre-Defined Reports

Requirement #	Requirement
1.3.5	System must offer a variety of pre-built reports – see <u>Attachment H: Pre-</u> <u>Defined Report Examples.</u>
1.3.5.1	System must have a report or reporting capabilities to satisfy grant reporting needs outlined in <u>Attachment I: Grant Reporting</u> .
NTH 1.3.5.2	System must allow for the creation of standard reports for use by one or several user types.

# 1.3.6 Artificial Intelligence

Requirement #	Requirement
NTH 1.3.6	System must provide AI-driven natural language processing (NLP) functionality within the platform to analyze user-entered free-text fields.
NTH 1.3.6.1	System must automatically identify and classify relevant keywords and phrases from user submission. The system will support configurable keyword lists with the ability to expand or refine them over time.
NTH 1.3.6.2	System must assess the emotional tone of text entries (e.g., positive, neutral, negative, sad, frustrated) and allow configurable thresholds for flexible sentiment or mood classification. To improve accuracy, the system must analyze text in context rather than relying only on individual words.
NTH 1.3.6.3	System must generate real-time alerts or notifications when specified keywords, sentiment thresholds, or risk/conditions are detected.

NTH 1.3.6.4	System must log all triggered notifications and make them available for reporting to support monitoring and compliance needs.
NTH 1.3.6.5	System must integrate seamlessly into the application and include an administrative interface where non-technical users can manage keyword lists, sentiment thresholds, and notification rules without requiring code changes.
NTH 1.3.6.6	System must be scalable to accommodate increased volumes of text input while maintaining both performance and accuracy.
NTH 1.3.6.7	System must use secure, dedicated AI models that are operated and controlled within the platform's authorized infrastructure.
NTH 1.3.6.8	System must ensure that all user-entered data is processed exclusively within the platform's-controlled environment and must not be transmitted to, shared with, or analyzed by any publicly accessible or external large language models.

## 1.4 User Roles & Access

Requirement #	Requirement
1.4	User Roles & Access  System must have user roles and roles must allow restrictions on information visibility and actions able to be performed on the platform.
1.4.1	System must allow Canopy's System Administrators full, unmitigated access to the platform and the ability to perform all system actions.
1.4.2	System must have the User Roles and Permissions outlined in <u>Attachment G:</u> <u>User Roles and Permissions</u> and the ability for System Administrators to configure or change these permissions as necessary.
1.4.3	System must be able to track and report all changes made by users.

## 1.5 Security & Privacy

Requirement #	Requirement
rioquirement "	Security & Privacy
1.5	System must adhere to applicable regulations (i.e., FERPA and HIPAA) to ensure that sensitive data (e.g., student mental health information) is secure and protected from unauthorized access.
1.5.1	Vendor must supply a current SOC 2 report for any system housing PHI or PII.
1.5.2	System must have Multi-Factor Authentication (MFA).
1.5.3	System must have and require password complexity.
1.5.4	System must have self-service password reset functionality that includes
1.5.1	time-limited verification code and notification of change.
1.5.5	System must have the ability to immediately revoke access.
1.5.6	System must automatically revoke access to sensitive student data when consent is withdrawn.
1.5.7	System must collect the start (account creation) and end (account disabled) dates for each user record.
1.5.8	System must document all system actions for auditing and compliance.
1.5.9	System must generate and assign unique identifiers to all employees, students, and caregivers for tracking and audit purposes.
1.5.10	System must record timestamps for all actions performed by employees, students, and caregivers, with these activities reflected in the audit trail.
1.5.11	System must preserve an audit trail of data modifications, including (but not limited to) previous and updated values, change dates, and the identity of the employee responsible.
1.5.12	System must provide real-time access to audit trails for System Administrators.
1.5.13	System must provide an audit trail of all historical security access changes for each employee.
NTH 1.5.9	System must ensure compliance with GDPR and other relevant data protection regulations.

NTH 1.5.10	System must have data encryption for accessing questionnaires/assessments
NTH 1.5.11	System must have Single Sign-On (SSO) flexibility (i.e., for specific user roles or by school upon request.)

# 1.6 Data Storage & Backup

Requirement #	Requirement
1.6	Data Storage & Backup  The system must provide secure, reliable, and scalable data storage and backup capabilities.
1.6.1	System must support cloud-based backup options.
1.6.2	System must perform daily backups of both data and system configurations to ensure business continuity. At a minimum, the backup strategy must include daily incremental backups and weekly full backups.
1.6.3	The system shall support snapshots, snapshot-based backups, and immutable, tamper-proof backups that cannot be altered or deleted for a defined retention period to meet compliance and security needs.
1.6.4	System must generate automated weekly reports that detail successful and failed backup jobs.
1.6.5	System must support provide the ability to initiate on-demand backups as required initiated by development needs, database changes, or emergency situations.
1.6.6	System must provide mechanisms for rapid restoration of data and system configurations from backups to ensure business continuity in the event of a failure or disaster.

# **REQ 2 – Content Management System**

Requirement #	Requirement
_	User Experience
2.1	System must ensure a user-friendly interface that allows students, caregivers, and school staff to easily navigate the platform, complete screenings, and access resources efficiently.
	Communication
2.2	System must provide the ability to deliver email and text communication to end users (i.e., Students and Caregivers). (workflow overall req)
	Dashboard
2.3	System must dynamically display pre-configured Dashboard setups based on User Role – Pathfinder, School Personnel, Student, and Caregiver.
	Integration
2.4	System must integrate with supporting platforms to ensure seamless data flow.
	System Availability & Scalability
2.5	System must be designed to scale efficiently to accommodate the addition of new school districts as needed.
	Accessibility
2.6	System must adhere to ADA compliance requirements to ensure the platform is compliant with accessibility regulations.

# 2.1 User Experience

Requirement #	Requirement
	User Experience
2.1	System must ensure a user-friendly interface that allows students, caregivers, and school staff to easily navigate the platform, complete screenings, and access resources efficiently.

### 2.1.1 Platform Functionality

Requirement #	Requirement
2.1.1	System must have a web-based interface.
2.1.1.1	System must be device agnostic – supporting phones, laptops, tablets, etc.
2.1.1.2	System must support Windows, macOS, and Linux for desktop applications.
2.1.1.3	System must support Android and iOS for mobile applications.
2.1.1.4	System must support major web browsers (Chrome, Firefox, Safari, and Edge) for web applications.
2.1.1.5	System must generate a unique tracking ID or link for each user.
2.1.1.6	System must auto-save data and return user to last position on in-progress forms, assessments, and curriculum.
2.1.1.7	System must have a consistent user experience across devices, with no significant differences in functionality.

### 2.1.2 Platform Pages

Requirement #	Requirement
2.1.2	System must dynamically display portal pages based on user role.
2.1.2.1	System must dynamically display a user's Home Dashboard.
2.1.2.2	System must have a Settings page for all users.
2.1.2.3	System must have a Case Detail page for each Student record, visible to staff only.
NTH 2.1.2.4	System must have a Reporting and Analytics module for internal staff.

#### 2.1.3 Content Segmentation

Requirement #	Requirement
2.1.3	System must dynamically serve user content based on screening and assessment responses and/or scores.
2.1.3.1	System must have the ability to deliver curated content to specific segments of users (i.e., by grade).
2.1.3.2	System must allow content to be tagged or labelled on the backend.

#### 2.1.4 Content Delivery

Requirement #	Requirement
2.1.4	System must be able to house text-, video-, and audio-based content.
2.1.4.1	System must collect feedback via a rating after delivering each content piece.
NTH 2.1.4.2	System allows gamified, interactive content modules.

## 2.1.5 Resource Library

Requirement #	Requirement
2.1.5	System must have a built-in resource library, unique to each school instance, for resources and referrals
2.1.5.1	System must allow resources to be categorized according to type, clinical domain, and/or need addressed.
2.1.5.2	System must automatically match students with relevant community resources based on screening and assessment responses.

#### 2.2 Communication

Requirement #	Requirement
2.2	Communication
	System must provide the ability to communicate with end users (i.e., Students and Caregivers).

### 2.2.1 Communication Capabilities

Requirement #	Requirement
2.2.1.1	System must deliver email and text communication to end users (i.e., Students and Caregivers).
2.2.1.2	System must provide two-way communication between Canopy Anywhere staff (i.e., Coaches, and Pathfinders) and end users (i.e., Students and Caregivers).
2.2.1.3	System must provide a clear opt-out mechanism that allows students and caregivers to discontinue participation and prevent any further communications from being sent.

#### 2.2.2 Communication Methods

Requirement #	Requirement
2.2.2	System must have multiple means of communication within the platform.
2.2.2.1	System must have the ability to deliver two-way messages via SMS.
2.2.2.2	System must have the ability to deliver messages via email.
2.2.2.3	System must allow email notifications from the platform to be sent from a dedicated email for individual schools.
2.2.2.4	System must track and log all communication sent from or initiated within the Canopy Anywhere platform.
2.2.2.5	System must allow internal communication between staff members.
2.2.2.6	System must allow external communication to and from staff and end users.

### 2.2.3 Centralized Message Area

Requirement #	Requirement
2.2.3	System must have centralized communication areas ("Conversations") showing email and SMS messages to and from users (Students and Caregivers) and staff.
2.2.3.1	System must allow SMS and email to be sent from the communication area.
NTH 2.2.3.2	System must allow the scheduling of messages.

### 2.2.4 Call Log

Requirement #	Requirement
2.2.4	System must have an event log for scheduling and tracking calls attempts.
2.2.4.1	System must have functionality to log call attempts in the user records.
2.2.4.2	System must include optional documentation/notes for call logs.
NTH 2.2.4.3	System must allow scheduling of future call attempts with alerts for the caller.

### 2.2.5 Case Notes

Requirement #	Requirement
2.2.5	System must have a documentation area ("Case Notes") for each Student record visible to staff only – i.e., Counselor, School Administrator, Hope Coach, Pathfinder – to allow them to log interventions and outcomes.
2.2.5.1	System must allow Case Notes to be marked as private by Coaches, and Pathfinders only.
NTH 2.2.5.2	System must allow School personnel to post public case notes only.
NTH 2.2.5.3	System must allow user tagging in the case notes.

### 2.3 Dashboards

Requirement #	Requirement
2.3	System must dynamically display pre-configured Dashboard setups based on User Role – Pathfinder, School Staff, Student, and Caregiver.

## 2.3.1 Case Details (Staff Only)

Requirement #	Requirement
2.3.1	System must have a Case Detail Page for each Student that is visible to staff only.
2.3.1.1	System must display primary information for Student on the Case Detail page.
2.3.1.2	System must have "Assign Assessment" function on the Case Detail page that allows staff to assign a Student a specific assessment.
2.3.1.3	System must have "Request Consent" function on the Case Detail page that allows Canopy Anywhere Staff to request consent from a Caregiver.
2.3.1.4	System must not display " <i>Request Consent</i> " function if consent is already on file.
2.3.1.5	System must display all communication methods on Case Detail page – Messages, Case Notes, and Call Log.
2.3.1.6	System must display Student's Current Hope Score and Hope Trend.
2.3.1.7	System must display Assessments Taken with Date and Disposition.
2.3.1.8	System must display Assessment Scores to Pathfinders and Canopy Staff only.
NTH 2.3.1.9	System must have a "Request Pathfinder" function on the Case Detail page that allows internal staff to alert assigned Pathfinder, with comment/note.

### 2.3.2 Standard Staff Home Dashboard Elements

Requirement #	Requirement
2.3.2	System must have standard dashboard elements for staff.
2.3.2.1	System must have a search bar on the Home Dashboard to search cases.
2.3.2.2	System must have a Crisis Cases widget that shows all Crisis Cases (harm-to-self or harm-to-others risk level) within the school to all Canopy Anywhere staff.

2.3.2.3	System must have a dynamically filtered (based on assignment to the logged in user) Active Cases by Risk Level widget –sorted by High Risk and Medium Risk.
2.3.2.4	System must have a dynamically filtered (based on assignment to the logged in user) Active Cases by Status widget – sorted by Open, Consent Requested, Assessing, or Closed.
2.3.2.5	System must have upcoming events – Call Log, Scheduled Assessments, Scheduled Follow-Ups, and School-Wide Assessments – in chronological order.
2.3.2.6	System must display Pending Consent Requests – sorted by time in status.

#### 2.3.3 Standard User Dashboard Elements

Requirement #	Requirement
2.3.3	System must have standard dashboard elements for users (Caregiver and Students).
2.3.3.1	System must show the communication area on the user dashboard.
2.3.3.2	System must show targeted wellness content on the user dashboard.
2.3.3.3	System must show pending assessments on the user dashboard.
2.3.3.4	System must show general or curated resources on the user dashboard.

#### 2.3.4 Student Dashboard Elements

Requirement #	Requirement
2.3.4	System must have standard dashboard elements shown to Students only.
2.3.4.1	System must have a Student communications area visible to Student,
	Counselor, and Pathfinder.

### 2.3.5 Caregiver Dashboard Elements (NTH)

Requirement #	Requirement
2.3.5	System must have standard dashboard elements shown to Caregivers only.
2.3.5.1	System must show Disposition ("Likelihood") by concern (i.e. High Likelihood to be experiencing Anxiety", etc.) on the Caregiver dashboard for all children in the family.

2.3.5.2	System must have a Caregiver communications area visible to Caregiver, Counselor, and Pathfinder.
2.3.5.3	System must show the status of content consumption for all children in the family.

## 2.4 Integrations

Requirement #	Requirement
	Integration
2.4	System must integrate with supporting platforms to ensure seamless data flow using protocols such as HL7 & FHIR.

### 2.4.1 Student Information Systems (SIS)

Requirement #	Requirement
NTH 2.4.1	System must integrate with Student Information Systems (SIS), Learning Management Systems (LMS), and other related platforms to ensure seamless data flow.
NTH 2.4.2	System must integrate with Canvas and/or other school content platforms.

### 2.4.2 Bidirectional Data Linking

Requirement #	Requirement
2.4.2	System must have bidirectional data linking and sharing.
NTH 2.4.2.1	System must allow system-to-system data transfer.

#### 2.4.3 Consent Verification

Requirement #	Requirement
2.4.3	System must support digital signatures for caregiver consent.
2.4.3.1	System must capture IP address for consent verification or integrate with DocuSign or similar encrypted platform that collects digital signature.
2.4.3.2	System will store the consent/digital signature in. Do we have to specify where its stored?

### 2.4.4 Ingestion & Extraction

Requirement #	Requirement
2.4.4	System must be able to ingest and extract information through multiple methods such as API, FTP, web portal, etc.
2.4.4.1	System must be able to deploy custom (i.e., Canopy-created or third-party) content in real time.

## 2.5 Availability & Scalability

Requirement #	Requirement
	System Availability & Scalability
2.5	System must be designed to scale efficiently to accommodate the addition of new school districts as needed

#### 2.5.1 System Availability

Requirement #	Requirement
2.5.1	System must have a standard load and/or reaction time of 3 seconds or less.
2.5.1.1	System must account for peak user volume on Assessment Delivery Dates.
2.5.1.2	System must prioritize content performance during traditional school hours (7am-4pm CST) and weekdays.
2.5.1.3	System must account for high volume ingestion of data (i.e., bulk upload of student records) at the beginning of each school year.
2.5.1.4	System must allow users to remain persistently logged into the platform within the browser or application until sign out or clearing of cookies.

#### 2.5.2 System Storage

Requirement #	Requirement
2.5.2	System must have a single, encrypted centralized source for data storage.
2.5.2.1	System must be cloud-based, with cloud-based real time data access.
2.5.2.2	System must perform regular backups.
2.5.2.3	System must perform regular code refreshes.
2.5.2.4	System must operate on database management best practices to ensure data integrity and availability.

#### 2.5.3 Whitelisted Communications

Requirement #	Requirement
2.5.3	System must have whitelisted email and text message provision capabilities.
2.5.3.1	System must prevent messages from being labeled as junk or spam.

### 2.5.4 Vendor Testing

Requirement #	Requirement
2.5.4	Vendor must have established testing procedures.
2.5.4.1	System must have a test environment.
2.5.4.2	Vendor must conduct compatibility testing on all supported platforms.
2.5.4.3	Vendor must utilize browser testing tools to verify functionality across all web environments.
2.5.4.4	Vendor must document any issues found during testing and ensure they are addressed before platform deployment.

# 2.6 Accessibility

Requirement #	Requirement
2.6	Accessibility  System must adhere to ADA to ensure the platform is compliant with accessibility regulations.
2.6.1	System must provide Spanish language translation for all user interfaces.
2.6.2	System must provide visual accommodations such as font size controls and high contrast (Note: it is acceptable to use the functionality of the browser if the platform is web-based.)
2.6.3	System must provide hearing accommodations such as closed captioning and playback speed controls (Note: it is acceptable to use the functionality of the browser if the platform is web-based.)
2.6.4	System must allow users to report platform issues.
NTH 2.6.5	System provides additional language translations of Vietnamese and Cantonese.

# REQ 3 – Screening and Assessment Delivery

Requirement #	Requirement
	Screening and Assessment
3.1	System must provide screenings and assessments, including but not limited to: HOPE Scale, Social Determinants of Health (SDOH), PHQ, etc.
3.2	Follow-Up & Effectiveness  System must perform follow-up assessments and provide data to track the effectiveness of interventions and content provided.

# 3.1 Screening & Assessment

Requirement #	Requirement
	Screening and Assessment
3.1	System must provide screenings and assessments, including but not limited to: HOPE Scale, Social Determinants of Health (SDOH), PHQ, etc.

### 3.1.1 Screener & Assessment Administration

Requirement #	Requirement
3.1.1	System must allow flexible configuration of screener and/or assessment delivery – i.e., to be assigned manually by school personnel or automatically based on predefined triggers.
3.1.1.1	System must support recurring screeners and assessments.
3.1.1.2	System must enable adaptive assessments that adjust dynamically based on responses – allowing for predetermined follow up questions to be added in real time during administration.
3.1.1.3	System must support real-time assessment outcome notifications, automatically alerting school counselors for urgent cases.
3.1.1.4	System must dynamically service assessment variations based on user language.
3.1.1.5	System must encrypt stored and transmitted assessment data to prevent unauthorized access.

### 3.1.2 Screener & Assessment Completion & User Experience

Requirement #	Requirement
3.1.2	System must provide a user-friendly interface for students and caregivers to complete screeners and assessments.
3.1.2.1	System must allow for partial completion and auto-save progress for later completion.
3.1.2.2	System must provide real-time guidance (via tooltips or instructions within the platform) for students who require assistance in completing assessments.

## 3.1.3 Scoring & Interpretation

Requirement #	Requirement
3.1.3	System must automatically score screeners & assessments and categorize students based on risk levels (e.g., low, moderate, high).
3.1.3.1	System must provide instant feedback to students and caregivers post-screener/assessment.
3.1.3.2	System must flag high-risk responses and trigger immediate follow-up actions.

### 3.2 Follow-Up & Effectiveness

Requirement #	Requirement
	Follow-Up & Effectiveness
3.2	System must schedule and perform follow-up assessments (using automated workflows) and provide data to track the effectiveness of interventions and content provided over time.

### 3.2.1 Scheduled Counselor Follow-Ups

Requirement #	Requirement
3.2.1	System must allow scheduling a case follow-up.
3.2.1.1	System must add the scheduled follow-up as a calendar event.
3.2.1.2	System must generate alert(s) for upcoming scheduled follow-ups.

#### 3.2.2 Confirmation of Resources

Requirement #	Requirement
NTH 3.2.2	System allows resources to log confirmation of receival of resources by user.

# REQ 4 – Automated Workflows

Requirement #	Requirement
	Intervention Pathways
4.1	System must be designed to trigger appropriate intervention pathways based on assessed risk levels. These pathways may include the implementation of a wellness curriculum, involvement of school counselors, appropriate resources, escalation or referral for high-risk students. Additionally, the system must include a clearly defined crisis intervention protocol to address urgent situations effectively.

### 4.1 Intervention Pathways

Requirement #	Requirement
	Intervention Pathways
4.1	System must be designed to trigger appropriate intervention pathways based on assessed risk levels. These pathways may include the implementation of a wellness curriculum, involvement of school counselors, appropriate resources, escalation or referral for identified students. Additionally, the system must include a clearly defined crisis intervention protocol to address urgent situations effectively.

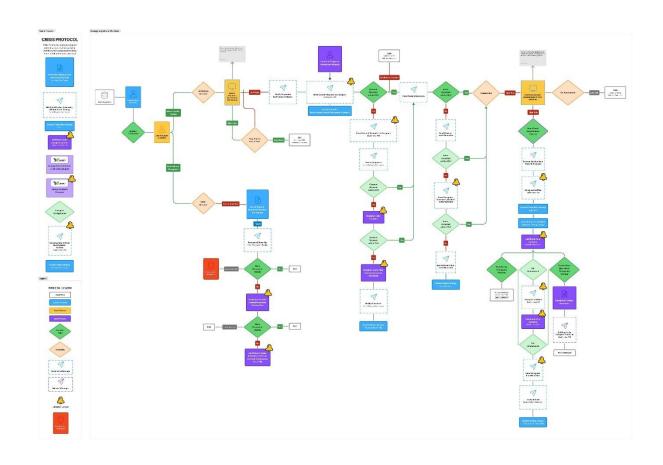
### 4.1.1 Workflow Administration

Requirement #	Requirement
4.1.1	System must allow flexible and standard workflows to be created.
4.1.1.1	System must allow workflows to auto-adjust based on user or system data (i.e., determining a child is under 13 and serving the Child Under 13 Consent form instead of the Standard Consent.)
4.1.1.2	System must document every step of the intervention process for auditing and compliance, including but not limited to metadata on completed actions.
4.1.1.3	System must notify System Administrator when a workflow fails to trigger.

# **REQ 5 – Wellness Content (General)**

Requirement #	Requirement
	Wellness Content (General Curriculum)
5.1	Deploy Canopy proprietary Hope-based wellness curriculum content in a variety of media formats (Content made available upon execution of NDA).

# **ATTACHMENT F: CANOPY ANYWHERE PROCESS**



## **ATTACHMENT G: USER ROLES AND PERMISSIONS**

#### **User Roles**

- School Administrator
- System Administrator
- Counselor (School)
- Student
- Caregiver
- Hope Coach
- Pathfinder
- Canopy Support Personnel (e.g., Data & Measurement)
- **NICE-TO-HAVE:** Third-Party Vendor (e.g. Content Providers)

#### **Permissions**

Level of Access	Users
Full Platform Access	System Administrator
School Dashboard (Aggregated Data Only)	System Administrator, School Administrator, Counselor, Hope Coach, Pathfinder
Reporting (Aggregated)	System Administrator, School Administrator, Counselor, Hope Coach, Pathfinder
Communication	All, except Canopy Support Personnel & External Vendors
Reporting (Individual)	System Administrator, Hope Coach, Pathfinder, Canopy Support Personnel
Care Notes (Private/PHI)	System Administrator, Hope Coach, Pathfinder
Care Notes (Public/Non-PHI)	School Administrator, Counselor, Hope Coach, Pathfinder, Canopy Support Personnel
Wellness Content	All
Content Progress	System Administrator, School Administrator, Counselor, Hope Coach, Pathfinder, Canopy Support Personnel
Batch File Upload	System Administrator, School Administrator
Activity Log	System Administrator
Case Detail Page	System Administrator, School Administrator, Counselor, Hope Coach, Pathfinder, Canopy Support Personnel

# **ATTACHMENT H: PRE-DEFINED REPORT EXAMPLES**

Report	Description
Enrollment & Engagement Report	This report will enable stakeholders to assess engagement levels and track progress in both youth and caregiver involvement over time. Actionable insights can be derived from the data to enhance outreach and support initiatives.  • Number First Time Logins • Number of Logins • Number of Consents Sent • Content Attempted and Completed • Hope Scores over Time • Pre/Post-Module Assessment Results • Average Rating of Content Based on Feedback • Number of New Low Hope Cases • Number of New Crisis Cases • Number of In-Person High-Risk Referrals • Student Disposition Changes Over Time
Student Macro Report	This report is designed to provide comprehensive data related to student performance and attendance based on the state accountability model.  Report Data Fields (Parameters):  1. Student ID (MSIS Number)  2. Student Attendance  3. Staff Attendance  4. Graduation Rate  5. Student Grades  6. Course Grades  7. State Test Data  8. SAT/ACT Scores
Hope Trends	To analyze and present the results from all Youth Hope Assessments with a focus on the first hope assessment in relation to subsequent assessments. This analysis will aid in identifying shifts in responses and overall trends in hope levels among youth participants. Additionally, the data will allow for filtering by individual students, grade level, and school totals.  • All Hope Scores • Percent Change in Hope • Percent Increase in Hope • Percent Decrease in Hope
Numbers Served	To provide a comprehensive report detailing the number of youth and caregivers active on the platform during a specified time frame.

Security Audit	Whenever a user modifies or updates a record, the system must automatically generate an audit report that documents the
	following details:
	Timestamp
	User ID
	Record Identifier
	Previous Values
	New Values
	Action Type

## **ATTACHMENT I: GRANT REPORTING**

Provide a comprehensive overview of key data fields for effective grant reporting. This report should outline the necessary data fields and relevant information needed to successfully report on grant activities and outcomes.

### **Report Data Fields (Parameters):**

Field	Description
Hope Score	
Demographics	Information on population served, such as age, gender, ethnicity, etc.
Outcome Results	Analysis of the results achieved through the grant activities.
Identified Needs by County	Specification of which counties have identified needs.
Participation	Total number of counties with schools involved in the grant.
Activations	The number of program activations
Responses Beyond Activation	Count of responses received beyond the initial activation
Definition of Success	Clear criteria outlining what constitutes success for the program.
Student Perspectives	Insights into how students define success versus failure.
Social Determinants	Consideration of social factors influencing the outcomes.

This deliverable serves as a structured guide for comprehensive grant reporting, ensuring clarity and consistency in data collection and analysis.

#### ATTACHMENT J: CONDITIONS OF PARTICIPATION

- 1. Submittals in response to this request and respondents' participation in the process shall be at no cost or obligation to Canopy. Canopy reserves the right to, at any time, abandon or terminate its efforts to contract for any or all of said services without any obligation to any respondent.
- 2. Responses to this request and other materials submitted shall become the property of Canopy and will not be returned.
- 3. Respondent shall not contact any Canopy personnel, staff, or board of commissioners after this request has been advertised, except to ask questions as specified below under "Respondent Questions." Such contact will be considered cause for disqualification.
- 4. Canopy may waive any informalities or minor defects or reject any and all submittals.
- 5. Canopy reserves the right to reject any submittal if the evidence submitted by, or investigation of, such respondent demonstrates that such respondent or its subcontractors, in Canopy opinion, is not properly qualified to carry out the obligations of the Agreement or to complete the Work contemplated therein.
- 6. All applicable laws, ordinances, and the rules and regulations of all governmental authorities having jurisdiction shall apply to the Agreement throughout.
- 7. This Agreement is being funded through a grant provided to Canopy by the State of Mississippi from Community Development Block Grant Coronavirus ("CDBG-CV") funds that it received from the Department of Housing and Urban Development. The CDBG-CV program places numerous obligations on recipients and subrecipients, which flow down to successful respondent. Each respondent is cautioned to carefully review the *General Terms and Conditions*, attached as Exhibit 2, and the *Supplemental Terms and Conditions*, attached as Exhibit 3, which are part of the Agreement and to ensure that all responsibilities and obligations are properly addressed. By submitting its response, respondent agrees to all terms and conditions contained in the Agreement, including the *General Terms and Conditions* and the *Supplemental Terms and Conditions*, in the event it is awarded the Agreement pursuant to this RFP.
- 8. Respondent understands that, for any contract awarded, Canopy can make no payment or other expenditure of CDBG-CV funds after July 15, 2027. Therefore, respondent agrees to submit all invoices by June 30, 2027, so that the invoices can proceed and be evaluated under Canopy's regular process for payment prior to July 15, 2027.
- 9. By executing a signature on the submittal, respondent certifies that:
  - a. Neither the respondent, nor any of its team members, is currently debarred from submitting proposals or entering into contracts issued by any political subdivision or agency of the State of Mississippi or the Federal Government.
  - b. No Federally appropriated funds have been paid or will be paid, by or on behalf of the respondent, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

c. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, respondent shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

#### ATTACHMENT K: SUPPLEMENTAL TERMS

#### A. EQUAL OPPORTUNITY CLAUSE.

- (1) During the performance of this contract, the contractor agrees as follows:
  - (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- (i) Contractor agrees to include the equal opportunity clause above in each of its nonexempt subcontracts.
- B. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964. The contractor and/or subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Housing and Urban Development ("HUD")'s Title VI regulations, 24 CFR part 1, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by HUD's Title VI regulations, 24 CFR part 1, which are herein incorporated by reference and made a part of this contract or agreement.

#### C. OTHER NON-DISCRIMINATION REQUIREMENTS.

1. Contractor and/or subcontractor acknowledges that the Canopy is bound by and agrees, to the extent applicable to contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and HUD's implementing regulations at 24 CFR part 146, which prohibit discrimination on the basis of age

in programs or activities receiving federal financial assistance; Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance, Section 109 of the Housing and Community Development Act of 1974, (42 U.S.C. §§ 5301, et seq.) as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Housing and Community Development Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 796), as amended, shall also apply to any such program or activity.

2. Architectural Barriers Act. The contractor and/or subcontractor shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped

#### D. DAVIS-BACON ACT.

- 1. In the event this Agreement or grant award is for an amount which exceeds \$2,000 and is a prime construction contract, contractor and/or subcontractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week, provided that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.
- 2. Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Agreement shall be promptly reported in writing by the Subrecipient to MDA-CID for the latter's decision which shall be final with respect thereto.

#### E. COPELAND ANTI-KICKBACK ACT.

- (3) For all prime construction contracts in excess of \$2,000, the contractor or subrecipient shall comply with the Copeland "Anti-Kickback" Act, codified at 40 U.S.C. § 3145, as supplemented by Grantee of Labor regulations (29 C.F.R. Part 3), which prohibits a contractor or subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive.
- (3) Salaries of personnel performing work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the U.S. Secretary of Labor pursuant to the Anti-Kickback Act.
- (3) If, in the performance of this Agreement, there is any underpayment of salaries by the Subrecipient or by any contracted or subcontracted parties thereunder, MDA-CID shall withhold from the Subrecipient out of payment due to it an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by MDA-CID for and on account

#### F: CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

Contractor and/or subcontractor, its agents and employees, agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701, et seq.), as amended. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market or contracts for transportation.

#### G. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968.

1. The Services to be performed under this Agreement are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. § 1701u), as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated

by HUD assistance or HUD assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 2. The Parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of the Agreement, the Parties to this Agreement certify that they are under no Contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- 3. If indicated, the contractor and/or subcontractor agrees to send to each labor organization or representative of workers with which the contractor and/or subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor and/or subcontractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the Project work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of work the positions and the anticipated date the shall begin.
- 4. The contractor and/or subcontractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75 The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part
- 5. The contractor and/or subcontractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 C.F.R. Part 75.
- Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default and debarment or suspension from future HUDassisted

#### H. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

- 1. **Standard**. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Canopy wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by HUD. See 2 C.F.R. Part 200, Appendix
- 2. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as federal awards under these programs do not meet the definition of "funding agreement."
- 3. <u>Funding Agreements Definition</u>. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

#### I. ENVIRONMENTAL COMPLIANCE.

1. <u>Standard</u>. Contractor and/or subcontractor (if applicable) shall comply with applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1251, et seq.), Executive Order 11738 and Environmental Protection Agency (hereinafter "EPA") regulations in 40 C.F.R. Part 50, which prohibit the use under nonexempt Federal Agreements, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to MDA-CID and the U.S. EPA Assistant Administrator for Enforcement.

**2. Applicability.** This section also applies to all subcontracts awarded by Canopy in excess of One Hundred Thousand Dollars (\$100,000.00).

#### <u>J. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).</u>

- 1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor and/or subcontractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3. This certification is a material representation of fact relied upon by Canopy. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Canopy, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- **4.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- **K. PROCUREMENT OF RECOVERED MATERIALS.** Contractor and/or subcontractor agrees that it will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the requirements of which include:
  - procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded

- 2. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- **3.** establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- L. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor and/or subcontractor agrees and acknowledges that it is prohibited from obligating or expending loan or grant funds to:
  - 1. procure or obtain;
  - 2. extend or renew a contract to procure or obtain; or
  - 3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

The prohibition in this section includes (a) telecommunications or video surveillance services provided by such entities listed above or using such equipment; and (b) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

M. DOMESTIC PREFERENCES FOR PROCUREMENTS. Contractor agrees, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Contractor and/or Subcontractor further agrees that the requirements of this subsection must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this subsection: (1) "produced in the United States" means, for iron and steel

products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- MISSISSIPPI EMPLOYMENT PROTECTION ACT. Contractor and/or subcontractor <u>N.</u> represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session, codified as Miss. Code Ann. § 71-11-1, et seq.) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the Everify Program, or any other successor electronic verification system replacing the E-verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subrecipient and contractor further represent and warrant that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject contractor to the following: (a) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to 3 years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to contractor by an agency, department or government entity for the right to do business in Mississippi for up to 1 year, or (c) both. In the event of such cancellation/termination, contractor would also be liable for any additional costs incurred by the State due to Contract cancellation loss oflicense or or permit.
- O. RECORDS. The contractor and/or subcontractor shall establish and maintain records sufficient to enable MDA-CID to (1) determine whether the contractor and/or subcontractor has complied with this Agreement, applicable Federal statutes and regulations, and the terms and conditions of MDA-CID's Federal award; and (2) satisfy recordkeeping requirements applicable to MDA-CID. Such records shall include but are not limited to the following:
  - 1. Records providing a full description of each activity undertaken;
  - 2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-CV program;
  - 3. Records to determine the eligibility of activities;
  - 4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV Funds;

- 5. Records demonstrating compliance with fair housing and equal opportunity in housing components of the CDBG-CV program;
- 6. Financial records as required by 24 C.F.R. 570.502 and 24 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and
- 7. Other records necessary to document compliance with this Agreement, any other applicable Federal statutes and regulations, and the terms and conditions of MDA-CID's Federal award.
- P. CLIENT DATA AND OTHER SENSATIVE INFORMATION. The contractor and/or subcontractor is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. The contractor and/or subcontractor must comply with 2 C.F.R. §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information HUD or the Grantee designates as sensitive.

#### Q. ACCESS TO RECORDS.

- 1. As required by 2 C.F.R. 200.331(a)(5), contractor and/or subcontractor agrees that it shall permit MDA-CID, Federal monitors and auditors, and any persons duly authorized by the Federal government, the State of Mississippi and/or MDA-CID to have access to the contractor and/or subcontractor's records and financial statements as necessary for MDA-CID to meet its audit requirements under the Federal award. Access rights shall continue for the greater of three years from closeout of the grant to the state, or the period required by other applicable laws and regulations (the "Record Retention Period"). These access rights shall extend to all business hours and places where any Agreement-related activity is conducted.
- 2. The contractor and/or subcontractor shall also provide citizens with reasonable access to records regarding the past use of CDBG-CV funds consistent with state or local requirements concerning the privacy of personal records.
- **R.** CONTRACTOR/SUBCONTRACTOR OVERSITE. The contractor and/or subcontractor acknowledge and agree that Canopy shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, contractor and/or subcontractor perform according to their contractual agreements.

#### S. CHANGES

- 1. <u>Standard</u>. To be eligible for assistance under Canopy's federal award, grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- 2. <u>Applicability.</u> HUD recommends, therefore, that Canopy include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.
- T. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that the Department of Housing and Urban Development's financial assistance will be used to fund all or a portion of the contract. The contractor and/or subcontractor will comply with all applicable Federal law, regulations, executive orders, and HUD policies, procedures, and directives.
- <u>U.</u> <u>MINORITY AND WOMEN BUSINESS ENTERPRISES</u>. Contractor and/or subcontractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the contractor and/or subcontractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
  - 1. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
  - 2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
  - 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
  - 4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and/or
  - 5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and/or the Mississippi APEX Accelerator (<a href="https://msapexaccelerator.org/">https://msapexaccelerator.org/</a>).

<u>V.</u> <u>RELIGIOUS ACTIVITIES.</u> Contractor and/or subcontractor agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 C.F.R. 570.200(j), such as worship, religious instruction, or proselytization, and will comply with the regulations found in 24 C.F.R. 5.109.

#### W. CONFLICTS AND INTERPRETATION.

- 1. To the extent that any portion of these Supplemental Terms conflicts with any term or condition of this contract expressed outside of these Supplementary Terms, the Supplemental Terms shall govern.
- 2. The term "contractor" as used in these Supplemental Terms shall also include any subcontractors that contract with a contractor and whose contract for goods and/or services is funded in whole or in part by a federal grant award.

#### X. REMEDIES

- (1) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- (2) This requirement applies to all federally funded grant and cooperative agreement programs.

#### Y. TERMINATION FOR CAUSE AND COVIENENCE

- (1) All contracts and/or subcontracts in excess of \$10,000 are subject to termination for cause and for convenience by the Canopy, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B)
- (2) This requirement applies to all federally funded grant and cooperative agreement programs.
- **Z.** HATCH ACT. Contractor and/or subcontractor shall comply with the Hatch Act, 5 USC 1501 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Federal law.
- AA. ANTI–LOBBYING AMENDMENT. Contractor and/or subcontractor certifies, to the best of its knowledge and belief that:

- 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor and/or subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor and/or subcontractor shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor,\_\_\_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.