DEPARTMENT OF HUMAN SERVICES

Minnesota Department of Human Services Grant Contract

This Grant Contract, and all amendments and supplements to this contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, **Aging and Adult Services Division** ("STATE") and **Benedictine Community Living-Anoka**, an independent grantee ("GRANTEE") , not an employee of the State of Minnesota, located at 910 Western Street, Anoka, MN 55303.

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and section 256B.0917, has authority to enter into contracts for the following services: Replace 36 showers. Build a 4x45 walking path and repair a wheelchair ramp outside the front door of the facility.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with GRANTEE.

GRANTEE represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **May 1, 2025** or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.
This CONTRACT is valid through **June 30, 2026**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. GRANTEE may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and GRANTEE is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. GRANTEE shall have a continuing obligation after the expiration or termination of this CONTRACT to comply with the following provisions of this CONTRACT: Indemnification; Information

Privacy and Security; Intellectual Property Rights; Publicity; Ownership of Equipment; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. GRANTEE will perform its duties within the time limits established in this CONTRACT unless it receives written approval from STATE. In performance of this CONTRACT, time is of the essence.

2. GRANTEE'S DUTIES.

2.1. a. Duties. GRANTEE shall perform duties in accordance with **Attachment A**, Work Plan, which is attached and incorporated into this CONTRACT.

2.1. b. Additional duties. GRANTEE shall also perform the additional duties below:

1. **Rapid Screen.** GRANTEE shall attend Live Well at Home SM training and implement the Live Well at Home Rapid Screen© to identify older persons at risk for a move to assisted living or permanent nursing home admission. Develop, establish, and provide referral protocols for evidence-based interventions or other appropriate services to address the seven (7) risks identified in the Rapid Screen.
2. **Training.** GRANTEE shall participate in grantee program and financial reporting training required by STATE.
3. **Site Visit.** GRANTEE shall participate in at least one site visit during or sixty (60) days prior to the conclusion of the grant period, as requested by STATE staff.
4. **Eldercare Development Partnership.** Upon the request of the relevant Eldercare Development Partnership (EDP), GRANTEE shall participate in discussing program reports submitted as a part of this CONTRACT and issues related to service sustainability at least twice per state fiscal year at a mutually agreeable time and place.
5. **Minnesota Age and Disabilities Odyssey.** GRANTEE shall be available to present information on the project at the Minnesota Age and Disabilities Odyssey and one mutually agreeable forum for three (3) years after execution of this agreement.
6. **Website.** GRANTEE shall update GRANTEE's website to share the value of services provided to include exploring e-commerce options such as PayPal or similar functionality to incorporate into the website so individuals may purchase online.
7. **Grantee Social Media.** GRANTEE shall share lessons learned throughout the grant period and strengthen the connection between the GRANTEE and consumers by integrating at least one social media tool into grant's communication strategy. Social media tools may include, but are not limited to blogs, Instagram, YouTube, Facebook, FLICKR, LinkedIn, iPhone application, and podcasts.
8. **STATE Social Media.** GRANTEE shall share lessons learned and grant progress throughout the grant period by participating in X, @LWAHGrants and the MN Home and Community-Based Services (Aging) group discussion on LinkedIn and other web applications as requested. An invitation to join the LinkedIn group will be sent upon completion of this agreement.

2.1. c. Provider Enrollment. GRANTEE shall enroll as a Home and Community-Based Service (HCBS) provider or update home and community-based services GRANTEE provides by April 30, 2026. Enrollment information may be found here.

2.1. d. Project Evaluation. GRANTEE shall be available to participate in project evaluation for one year after the completion of this CONTRACT upon request from the STATE.

2.2. Grant Progress Reports.
GRANTEE shall submit **semi-annual** grant progress reports to the STATE. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. GRANTEE shall submit program reports to the STATE via the STATE's program reporting system found here and according to the following schedule:

Due Date:	For service period:
January 15, 2026	May 1, 2025 – December 31, 2025
July 15, 2026	January 1, 2026 -June 30, 2026

2.3. Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the State of Minnesota Accessibility Standard,[1] as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the State of Minnesota Accessibility Standard and any documents, reports, communications, etc. contained in an electronic format that GRANTEE delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of this CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.
3.1. Consideration. STATE will pay for all services satisfactorily provided by GRANTEE under this CONTRACT.

a. Compensation.

1. GRANTEE will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
    a. GRANTEE must obtain STATE written approval before changing any part of the budget.

[1] https://mn.gov/mnit/about-mnit/accessibility/

b. Notwithstanding Clause 19.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed ten percent (10%) of that budget year total and does not change the total obligation amount.

c. If GRANTEE's approved budget changes proceed without an amendment pursuant to this clause, GRANTEE must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of GRANTEE's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan, Chapter 15.[2] GRANTEE shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to GRANTEE shall not exceed **one hundred seventy-five thousand dollars** (**$175,000**).

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after GRANTEE submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

Reimbursement Due Date:	For service period:
July 15, 2025	May 1, 2025 – June 30, 2025
October 15, 2025	July 1, 2025 – September 30, 2025
January 15, 2026	October 1, 2025 – December 31, 2025
April 15, 2026	January 1, 2026– March 31, 2026
July 15, 2026	April 1, 2026 – June 30, 2026

b. Federal funds. N/A

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by GRANTEE pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. GRANTEE shall not receive payment for work found by STATE to be unsatisfactory, or performed in

[2] https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp

violation of federal, state, or local law, ordinance, rule, or regulation, or if GRANTEE has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. As required by Minn. Stat. § 16A.1245, GRANTEE must pay all subcontractors, within ten (10) calendar days of GRANTEE's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent (1-1/2%) per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1(a), GRANTEE agrees to minimize administrative costs as a condition of this grant. GRANTEE shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq. GRANTEE shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If GRANTEE receives funds from a source other than STATE in exchange for services, then GRANTEE may not receive payment from STATE for those same services. GRANTEE shall seek reimbursement from all sources before seeking reimbursement pursuant to this CONTRACT.

4.4. Unexpended Funds.
GRANTEE must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.
GRANTEE must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

a. Any amounts received by GRANTEE from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
b. Any amounts paid by GRANTEE to a subcontractor not authorized in writing by STATE;
c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line-item budget, clause 3.1.a.;
d. Any amounts paid by STATE for which GRANTEE'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by GRANTEE to perform contract services, in accordance with clause 2, GRANTEE's Duties; and/or
e. Any amount identified as a financial audit exception.

6. TERMINATION.
6.1. Termination by the State.

a. **Without cause.** STATE may terminate this CONTRACT without cause, upon thirty (30) days' written notice to GRANTEE. Upon termination, GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

b. Termination for Cause. STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of this CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.
In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally terminate this CONTRACT if further performance under this CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to GRANTEE. STATE is not obligated to pay for any services that are provided after the effective date of termination. GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if this CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide GRANTEE notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of this CONTRACT by GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this CONTRACT and STATE may terminate this CONTRACT immediately thereafter. If GRANTEE has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a state grant. In accord with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.
7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Kris Kuhlmann** or successor. Phone and email: **651-431-4664** and **kris.h.kuhlmann@state.mn.us**. This representative shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. Grantee. GRANTEE's Authorized Representative is **Tanya Welch** or successor. Phone and email: **612-282-6690** and **tanya.welch@benedictineliving.org**. If GRANTEE's Authorized Representative changes at any time during this CONTRACT, GRANTEE must immediately notify STATE.

7.3. Information Privacy and Security. GRANTEE's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Tanya Welch** or successor. Phone and email: **612-282-6690** and **tanya.welch@benedictineliving.org**.

8. INSURANCE REQUIREMENTS.

GRANTEE shall not begin work under this CONTRACT until it has obtained all the insurance described below and STATE has approved such insurance. GRANTEE shall maintain the insurance in force and effect throughout the term of this CONTRACT. GRANTEE is required to maintain and furnish satisfactory evidence of the following insurance policies.

8.1. Worker's Compensation. The GRANTEE certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The GRANTEE's employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE's obligation or responsibility. Minimum insurance limits are as follows:

- $100,000 – Bodily Injury by Disease per employee
- $500,000 – Bodily Injury by Disease aggregate
- $100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts GRANTEE from Workers' Compensation insurance mandates, including if GRANTEE has no employees in the State of Minnesota, GRANTEE must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes GRANTEE from the Minnesota Workers' Compensation requirements.

GRANTEE's employees and agents will not be considered employees of STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way STATE's obligation or responsibility.

8.2. General Commercial Liability Insurance. GRANTEE agrees that it will at all times during the term of this grant CONTRACT keep in force a commercial general liability insurance policy with the following minimum insurance limits:

- $2,000,000 per occurrence
- $2,000,000 annual aggregate

Such insurance will protect it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under this grant CONTRACT whether the operations are by GRANTEE or by a subcontractor or by anyone directly or indirectly employed by GRANTEE under this grant CONTRACT. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

8.3. Employee Theft and Dishonesty Policy. GRANTEE agrees to keep in force a blanket employee theft and employee dishonesty policy in at least the total amount of the first year's grant award as an addendum on its property insurance policy. If it is not feasible to include a blanket employee theft and employee dishonesty policy as an addendum to a property insurance policy, then GRANTEE must keep in force a stand-alone employee theft or employee dishonesty policy.

STATE will be named as both a joint payee and a certificate holder on the employee theft or employee dishonesty policy. Only in cases in which the first year's grant award exceeds the available employee theft or employee dishonesty coverage may grantees provide blanket employee theft or employee dishonesty insurance in an amount equal to either twenty-five (25%) of the yearly grant amount, or the first quarterly advance amount, whichever is greater.

Upon execution of this grant CONTRACT, GRANTEE shall furnish STATE with a certificate of employee theft or employee dishonesty insurance.

8.4. Commercial Automobile Liability Insurance. GRANTEE is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this CONTRACT. In the case that any work is subcontracted, GRANTEE will require the subcontractor to maintain Commercial Automobile Liability insurance that conforms to this section. Minimum insurance limits are as follows:

- $2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

8.5. Professional Liability Insurance.
This policy will provide coverage for all claims the GRANTEE may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to GRANTEE's professional services required under this CONTRACT. GRANTEE is required to carry the following **minimum** insurance limits:

- $2,000,000 – per claim or event
- $2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the GRANTEE and may not exceed fifty thousand dollars ($50,000) without the written approval of the STATE. If the GRANTEE desires authority from the STATE to have a deductible in a higher amount, the GRANTEE shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the STATE can ascertain the ability of the GRANTEE to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this CONTRACT and GRANTEE shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by GRANTEE to fulfill this requirement.

8.6. Additional Insurance Conditions:

a. GRANTEE’s policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of GRANTEE’s performance under this CONTRACT.

b. If GRANTEE receives a cancellation notice from an insurance carrier providing coverage, GRANTEE agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless GRANTEE’s policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.

c. GRANTEE is responsible for payment of CONTRACT related insurance premiums and deductibles.

d. STATE shall be named as a certificate holder on applicable policies.

e. An Umbrella or Excess Liability insurance policy may be used to supplement GRANTEE’s policy limits to satisfy the full policy limits required by this CONTRACT.

9. INDEMNIFICATION.

In the performance of this CONTRACT by GRANTEE, or GRANTEE’s agents or employees, GRANTEE must indemnify, save, and hold harmless the STATE, its agents and employees, from any claims or causes of action, including attorney’s fees incurred by STATE, to the extent they are caused by GRANTEE’s:

a. Intentional, willful, or negligent acts or omissions;

b. Actions that give rise to strict liability; or

c. Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of STATE’s sole negligence. This clause will not be construed to bar any legal remedies GRANTEE may have for STATE’s failure to fulfill its obligation under this CONTRACT.

10. INFORMATION PRIVACY AND SECURITY.

a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the “Data Practices Act”) as “not public data” on individuals to GRANTEE under this CONTRACT. “Not public data” means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

b. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act (“HIPAA”), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If GRANTEE has responsibilities to comply with the Data

Practices Act or HIPAA for reasons other than this CONTRACT, GRANTEE will be responsible for its own compliance.

c. Notwithstanding paragraph a. and b., in its capacity as GRANTEE under this CONTRACT, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GRANTEE or STATE.

d. In its capacity as GRANTEE under this CONTRACT, GRANTEE is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this CONTRACT is explicitly subject to the protections of Minn. Stat. § 13.46.

e. If GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this CONTRACT, GRANTEE must immediately notify and consult with STATE’s Authorized Representative as to how GRANTEE should respond to the request.

f. Under this CONTRACT, GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

g. GRANTEE’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.

h. GRANTEE must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this CONTRACT. Works includes “Documents.” Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by GRANTEE, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by GRANTEE upon completion or termination of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, GRANTEE must cite the data or make clear by referencing that STATE is the source.

11.3. Responsibilities.

a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by GRANTEE, including its employees and subcontractors, and are created and paid for under this CONTRACT, GRANTEE will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. **Filing and recording of ownership interests.** GRANTEE must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. GRANTEE must perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

c. **Duty not to infringe on intellectual property rights of others.** GRANTEE represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at GRANTEE's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in GRANTEE's or STATE's opinion is likely to arise, GRANTEE must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the GRANTEE's website when practicable. The STATE's Authorized Representative will be provided a period of two (2) weeks to review and comment upon all materials, reports, documents, etc. produced by the project with funds provided through this grant prior to their release and/or publication.

At a minimum, the disclaimer shall include:

> "This report/document/etc. was supported, in part, by a Live Well at Home grant from the Minnesota Department of Human Services."

12.2. Endorsement. GRANTEE must not claim that STATE endorses its products or services.

13. VOTER REGISTRATION REQUIREMENT.

GRANTEE certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State's website.[3]

14. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-state party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant CONTRACT shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of ten thousand dollars ($10,000) or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

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[3] https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/

15. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

15.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the GRANTEE or other party that are relevant to this CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six (6) years from this CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

15.2. Independent audit. If GRANTEE conducts or undergoes an independent audit during the term of this CONTRACT, notice of the audit must be submitted to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

15.3. Federal audit requirements and GRANTEE debarment information. GRANTEE certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, GRANTEE acknowledges that GRANTEE and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities expending one million dollars ($1,000,000) or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

15.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

GRANTEE certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, as shown on the Suspended/Debarred Vendor Report.[4] GRANTEE's certification is a material representation upon which this CONTRACT award was based. GRANTEE shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

15.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

GRANTEE's certification is a material representation upon which this CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore GRANTEE must certify the following, as required by 2 C.F.R § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this

[4] https://mn.gov/admin/osp/government/suspended-debarred/

transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

16. GRANTEE DATA DISCLOSURE.

Consistent with Minn. Stat. §§ 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law, GRANTEE understands that disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, may be provided to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring GRANTEE to file state tax returns and pay delinquent state tax liabilities, if any.

17. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of this CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18. CLERICAL ERRORS AND NON-WAIVER.

18.1. Clerical error. Notwithstanding Clause 19.1, STATE reserves the right to unilaterally fix clerical errors contained in this CONTRACT without executing an amendment. GRANTEE will be informed of errors that have been fixed pursuant to this paragraph.

18.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

19. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

19.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office. STATE must receive any requests for an amendment from GRANTEE no less than sixty (60) days prior to this CONTRACT end date.

19.2. Assignment. GRANTEE shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

19.3. Entire Agreement.

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this CONTRACT according to clause 19.1.

b. This CONTRACT contains all negotiations and agreements between STATE and GRANTEE. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

19.4. Drafting party. The parties agree that each party has individually had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, this CONTRACT shall not be construed against either party.

20. PROCURING GOODS AND CONTRACTED SERVICES.

20.1. Contracting and bidding requirements.

a. Any services and/or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.

b. Services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

c. Services and/or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

d. GRANTEE must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
   i. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List.
   ii. Metropolitan Council Underutilized Business Program: MCUB: Metropolitan Council Underutilized Business Program.
   iii. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory.

e. GRANTEE must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

f. GRANTEE must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

g. Notwithstanding (a) - (d) above, the STATE may waive bidding process requirements when:
   i. Vendors/grantees included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
   ii. It is determined there is only one legitimate or practical source for such materials or services and that the vendor/grantee has established a fair and reasonable price.

20.2. Prevailing wage. For projects that include construction work of twenty-five thousand dollars ($25,000) or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

20.3. Debarred vendors. In the provision of goods or services under this CONTRACT, GRANTEE must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, GRANTEE must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report.[5] A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

21. SUBCONTRACTS.

GRANTEE, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. GRANTEE shall ensure that the material obligations, borne by the GRANTEE in this CONTRACT, apply as between GRANTEE and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and GRANTEE.

22. LEGAL COMPLIANCE.

22.1. General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT termination and/or reporting to local authorities by STATE.

22.2. Nondiscrimination. GRANTEE will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. GRANTEE must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, GRANTEE's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any GRANTEE program or activity.

GRANTEE will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

22.3. Grants management policies. GRANTEE must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

[5] https://mn.gov/admin/osp/government/suspended-debarred/

22.4. Conflict of interest. GRANTEE certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. GRANTEE shall immediately notify STATE if a conflict of interest arises.

23. OTHER PROVISIONS

23.1. No Religious Based Counseling. GRANTEE agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

23.2. Contingency Planning. This section applies if GRANTEE will be fulfilling Priority 1 or Priority 2 functions under this CONTRACT. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, GRANTEE and any subcontractor will have a contingency plan. The contingency plan shall:

a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
f. Include a procedure for returning to normal operations; and
g. Be available for inspection upon request.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. **STATE ENCUMBRANCE VERIFICATION**
Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

DocuSigned by:

By: Angela Lofgren

53AD6200B0B8428...

Date: 5/7/2025

Contract No:_ 269048

2. **GRANTEE**

Signatory certifies that Grantee's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory's certification herein.

DocuSigned by:

By: Tanya S. Welch

A95706A73F5242A...

Title: Housing Administrator

Date: 5/12/2025

3. **STATE AGENCY**

Signed by:

By (with delegated authority): Reena Shetty

48154801E3A24CA...

Title: Director, Aging and Adult Services Div

Date: 5/12/2025

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

Grantee

State Authorized Representative

Attachment A

Capital improvements to promote safety and independence for older adults at Benedictine Anoka

FY 2025 Live Well at Home Grant

Benedictine Living Community - Anoka

Ms Tanya Welch
910 Western St.
Anoka, MN 55303
O: 763-421-4011

Ms Cathy Schutt

910 Western St.
Anoka, MN 55303
cathy.schutt@benedictineliving.org
O: 763-325-0072

Application Form

Applicant Tutorial

System Tutorials - we encouragenyou to to review these items before you begin your application.

Click this link for a written tutorial on how to navigate this system.

Click this link for a five minute video tutorial on how to navigate this system.

Additional grant features:
We encourage you to to review these items, including the tutorials, before you begin your application.
The Collaborator option.
The Collaborator feature can be used by applicants to add a new user to this online grant portal. Further, this feature allows you to collaborate with others on the completion of your application. **Note**: pay special attention to the permission type you set up. The following tutorials cover how an applicant can use this feature to do so.
Written tutorial
Video tutorial
Adding new users via Collaborator (written tutorial)

Copy Previous Answers.
This time saving feature allows returning responders to copy answers from previous applications into the current form for those questions that are repeated between the applications. If you are a returning responder, click on the button in the top right to see what options you have to choose from.
Video tutorial

Responder Info

Project Name*

Capital improvements to promote safety and independence for older adults at Benedictine Anoka

General Funding Categories*

Check which of the three funding categories you are applying for.

Capital and Renovation ($350,000 or less per year)
Long-Term Services and Supports Development ($350,000 or less per year)

Counties in Project Area*

Available Counties:

Anoka County

Minnesota Legislative District*

What legislative district is your project primarily operating in? Click here to find your legislative district.

3rd Congressional District

Additional Minnesota Legislative Districts That You Serve

List here any additional Minnesota Legislative Districts you serve.

Type of Service Agency*

Non-Profit

Special Focus (optional up to 50 points)

The State will review the proposal submission to determine if the proposal provides examples of how the respondent meets the special focus areas below. If the State, in its sole discretion, determines that a proposal provides sufficient examples, the State may award bonus points to the responder's proposal in accordance with the evaluation process of this Request for Proposal (RFP). Please click all of the option funding categories that relate to your application.

Use of innovative and/or enhanced approaches to achieving successful outcomes

Long-Term Services and Supports

The State of Minnesota is committed to helping older adults and their family caregivers manage risk factors that may lead to a nursing home placement and/or spending down into Medical Assistance and purchase support to sustain independent community living, control publicly funded health and long-term services and supports spending, improve integration between health and long-term services and supports, and increase home and community-based services capacity.

The State works in collaboration with partners to fund the development of a comprehensive and coordinated system of long-term services and supports. All partners are encouraged to strengthen their community relationships with diverse populations whose ethnic, cultural, language, social, sexual orientation, gender, or residential status indicate that specialized services will aid them in reaching their full health potential as defined by the Minnesota Department of Health.

See section 2.1, Category 2, of the RFP for more information. (page 5)

Long Term Service and Supports Projects

Select the services that apply to your proposal or project.

Care Coordination/Service Management
Caregiver Support
Home Modification/Repair

Proposal Requirements

Executive Summary (5 points)

This section is worth 5 points. This component of the proposal should demonstrate the responder's understanding of the services requested in this RFP. Responders should write a brief description of the proposed project, including the goal, the list of objectives, and products/services to be developed. The Executive Summary should also clearly describe or outline the responder's overall design of the project in response to achieving the purpose and deliverables as defined in this RFP. Specifically, the proposal should demonstrate the responder's familiarity with the project elements, its solutions to the problems presented, and knowledge of the requested services. **Please note: The executive summary, in portion or entirety, from applicants awarded a grant may be posted on the Department of Human Services public web page.**

Since 2022, Benedictine Anoka has provided high-quality, person-centered care to 100 older adults (ages 65+) annually with the goal of improving older adults' quality of life by offering people of all backgrounds and ability levels enriching opportunities to thrive and connect. With support from the Minnesota Department of Human Services, Benedictine Anoka will update our assisted living community with capital improvements to enhance residents' quality of life, safety, independence, and overall sense of community. Our assisted living community allows older adults to enjoy independent living with the benefit of quality health and wellness care rather than being transferred to long-term care communities. The goal of this project is to make accessibility improvements responsive to the needs of those in our care to ensure they can continue to age with autonomy and dignity while living in the community they know and love.

Benedictine Anoka requests $175,000 from the Department of Human Services to help further ensure safety and independence among individuals living in our assisted living community by completing the following objectives:

- Replacing 36 showers to increase accessibility of bathrooms and promote resident safety
- Creating an 4 x 45 sq. ft. walking path around the community to improve 50 older adults' access to the outdoors
- Updating the wheelchair ramp outside the front of our assisted living community to increase independence and safety for all of our residents, including 85% who use mobility devices such as canes, walkers, or wheelchairs and 16 current wheelchair using residents

Description of the Responder (125 points)

This section is worth 125 points. This section must include information on the programs and activities of the responder, the number of people served, geographic area served, staff experience, and/or programmatic accomplishments. Include reasons why your organization is capable to effectively complete the services outlined in the RFP. Include a brief history of the organization and all the strengths that you consider are an asset to your program. See section 3.2.2 of the RFP for more instructions.

Benedictine Living Community Anoka is a faith-based senior living community in Anoka, Minnesota, tucked away in a quiet, residential neighborhood near a church, baseball fields, and several parks. In 2022, River Oaks was acquired by Benedictine from Lang Nelson and the name was changed to Benedictine Living Community Anoka. Lang Nelson is a for-profit company, so we became a non-profit organization just two years ago. At Benedictine Anoka, we offer assisted living, respite care, and care suite living options boasting 84 assisted living apartments, including eight enhanced assisted living apartments called care suites. We serve 100 older adults annually and of those we serve, their ages range from 61-99; 99% of residents are white and 1% BIPOC; 27% are male and 73% female; and 19% are on Elderly Waiver.

Residents receive various levels of care and support depending on need; they can receive assistance anywhere from 30 min a week to 4 hours per day. 27% of residents receive therapy services due to illness, injury, falls, etc.; 11% receive enhanced care in our care suites; and 12% are in hospice care. 85% of residents utilize a mobility device like a cane or walker, and several are wheelchair users. Many residents also have several restrictive or debilitating diagnoses such as Hypertension, limited mobility, chronic pain, memory concerns and/or dementia, COPD, deconditioned status, or weakness.

Our assisted living apartments include full kitchens and spacious living spaces with access to 24/7 on-call registered nurse assistance when needed. We provide services including medication management, specialized diets, activities and outings, phenomenal healthcare, and dining experiences. Residents are moving in with higher acuity than in the past as older adults are waiting longer to transition to assisted living, making accessibility a critical component to keep them living independently.

We offer initial, quarterly, and annual resident and family satisfaction surveys, which have garnered us a 4 out 5-star rating within Benedictine Living. We also host monthly staff and resident meetings to share information, ideas, and feedback and improve program offerings, such as monthly "Coffee with the Cook" meetings to decide on menu options. We strive to meet each resident's unique needs, so they are satisfied with their decision to live here as we believe they deserve dignified care, respect, and happiness while in our care. Our Resident Services Manager Kathy Oerlich was recently nominated for and won Benedictine's "Claudia Riehl" Living a Legacy award celebrating her commitment to the Benedictine mission, values, and culture. Our mission is to help older adults in the Anoka area live fully and live well at every stage of life.

We have 34 full-time employees and 9 part-time, 19 of whom are direct service staff. Most of our employees have multiple years of experience in nursing and administration and many have worked with us for five years or longer. All staff go through the same hiring process including background checks and once hired, are trained by shadowing seasoned staff and completing educational courses via Educare, an online education platform. Although we do not have a memory care unit, we stand out because we hire our own staff who are not from an agency and are well known for their exemplary care. We prioritize making staff and residents feel appreciated to improve staff retention. The Director of Nursing, Todd Anderson, has several years of experience in nursing and is overseeing care plan changes regarding the new showers.

Benedictine Anoka will receive guidance from the Support Center at Benedictine's corporate office to successfully manage grants. We also recently hired a part-time development director focused on fundraising via individuals, businesses, and grant funding. Cat Schutt, the Development Director, has six years of experience in grant management and 25 years of experience working with older adults. She will ensure the project funding is managed well and reports are provided promptly. While this will be the first grant Benedictine Anoka will manage since changing ownership, several other Benedictine communities have experience managing and completing state funded projects and we will work with them to ensure efficiency and financial stewardship of this project. For example, a nearby community, Benedictine Osseo, is currently managing a Live Well at Home grant project to update their showers. We will use the same vendor and work with Osseo to learn best practices. At Anoka, we are currently completing a renovation project for our common spaces and ten apartments. We have multiple goals for this community that will take several years to complete including new roof sections, updated showers, replacing HVAC systems, and landscaping. Our Director of Environmental Servies, Lige Crawford, is overseeing construction and actively in communication with Benedictine's Support Center and vendors.

Description of Target Population

This section is worth 125 points. Clearly describe the need for the proposed project in the community. The description should include an overview of the overall project design that:

1. Identifies the level of need for these proposed services or system change;
2. Identifies who will be targeted for services by the project;
3. Cites the methods or information used to determine this need, including a reference to a related study &/or survey to affirm the need; and
4. Describes how the project will address the need.

Describe the level of need for services in your community and how adults 65 and older and individuals' caregiving will be targeted for services by the program. Include barriers or foreseen challenges and how they will be addressed, and discuss whether the project and activities will have a local, regional or statewide impact, how many will be served and whether it will serve low and moderate-income individuals and families. Include if this project/service can be replicated. For more instructions see section 3.2.4 of the RFP.

At Benedictine Living Community Anoka, we have 84 assisted living Apartments, including eight enhanced assisted living apartments called care suites. We provide meals, housekeeping, activities, and several levels of nursing care for those living within our community. This project will assist 100 residents annually, with an average age of 88 years old, who are living in Benedictine assisted living apartments in Anoka to keep their independence for longer while enjoying maintenance free living.

Currently, adults aged 65 and older make up nearly 17% of Minnesota's total population. Approximately 7% of older adults in Minnesota reside in congregate settings including long-term care and assisted living facilities (MN Compass 2022). According to the National Library of Medicine, nearly half of all older adults living in a congregate setting fall every year—many of which result in significant injury. As adults age, they experience more risk factors associated with falls, including gait, balance, and muscle strength-related challenges.

Accessible bathrooms and showers are vital to ensuring assisted living spaces feel safe and comfortable for residents. The need for accessible showers was determined before Benedictine acquired this community. When the community was built, residents were much more independent than they are now. Our "Falls" data shows that falls have increased especially when older adults first move in, and we anticipate this will continue to increase as older adults are waiting longer to move into senior living. Recently, we had over 30 falls in one month, most of the incidents involve residents who are new to the community. Many of these falls happen in bathrooms and showers.

We often have prospective residents decide against living within our communities due to the showers not being accessible. When the rooms were built, bathtubs were installed in each bathroom and over the years, the tubs have been cut to make a smaller step to access the showers. Some were cut all the way across the bathtub leaving a 4-inch lip or were cut 18 inches wide leaving a 4-inch lip in the middle leaving the sides at a bathtub height. At any height, a barrier creates a trip hazard for older adults.

Safety, mobility, and the ability to live independently are important issues. If an older adult doesn't feel safe or confident in their surroundings, they may not shower or may choose to have only a sponge bath. We then see issues with hygiene which can result in medical issues such as rashes or infections. For families, the showers will bring them peace of mind. Knowing that their loved one is safe living at Benedictine Anoka is essential. Some families also help their loved ones with bathing to save money, so accessible showers will make the task easier and safer.

With funding from Minnesota DHS, we could replace 42 showers in individual apartments using Bath Fitter's accessible shower inserts. These showers have a one-inch rubber lip that can be rolled across with a wheelchair and then raises up to keep water in the shower. All showers will also include 3 grab bars, an adjustable height and removable showerhead, and a folding seat. These accessories will be vital to increasing independence for residents. These apartments will be chosen based on the current need of residents at the time of the project. Our long-term goal is to eventually replace the showers in all 84 Benedictine assisted living apartments.

Additional needs identified through resident, staff, and family feedback includes accessible outdoor walking areas. Residents expressed concern about the safety of walking on the city sidewalks, as they are uneven and not maintained properly by the City of Anoka for use by older adults. The sloped grounds surrounding our building also make outdoor walks treacherous for residents. We currently have an indoor walking program called "Fancy Strides"; participants have expressed an interest in having programming outdoors more often. A new walking path will offer an opportunity to go outdoors with other seniors and their loved ones to enjoy fresh air and gardening from our raised garden beds. We also have a need for an outdoor wheelchair ramp. We currently utilize a curb cutout too far away from the path outside our building that slopes down making it a fall risk for residents moving too quickly down the path when walking or wheeling independently.

With support from Live Well at Home funding, Benedictine will improve the accessibility of our campus, keeping older adults, ages 65+, living independently longer in their own apartments while enjoying Benedictine's services and amenities.

Work Plan: Objectives, Activities, and Outcomes

Work Plan: Objectives, Activities, and Outcomes (250 points)

SFY2025 Live Well at Home Program Goal: ***To help older adults live well at home by focusing strategic investments to prepare Minnesotans for 2030.***

In this section, Responders will identify a minimum of three (3) and no more than six (6) measurable objectives of their project in order to reach that goal. The proposed objectives will be used to measure a grantee's progress and demonstrate the program's effectiveness, and will carry forward to the grantee's semi-annual reports so that all projects and programs will be measured specifically on self-identified components and targets.

Objective #1

One sentence that highlights this piece of the project, i.e., this is one step towards achieving the overall project goal.

Replace 36 showers in Benedictine Anoka's assisted living community to increase accessibility of bathrooms and promote resident safety.

Objective #1: Key Activities & Strategies

Briefly outline each task that needs to be accomplished in order to meet the objective and desired outcomes.

Benedictine Anoka has partnered with Bath Fitters to complete the shower renovations—including installing up to 3 grab bars in each shower, a one-inch rubber lip that can be rolled over for a ground level entry and exit point, an adjustable and removeable shower head, and a folding seat—necessary to increase safety for those we serve. Capital renovations will begin in April 2025 and we plan for renovations to be complete by April, 30,2026 .

Upon receipt of funding, we will begin renovating 3-6 showers each week. Apartments where a resident is currently living will be minimally inconvenienced. The demolition and replacement of each shower will be completed in one day. Once the shower is installed, it will need to sit for 24 hours before use. The sink and toilet will be available.

Objective #1: People Responsible

Briefly list all staff members' names, titles, and responsibilities in regards to the specific objective. Also list any other stakeholders, including their names, titles, and organization that they are with, and how they will assist with reaching the objective.

Tanya Welch, Executive Director, will be responsible for overseeing shower renovations and ensuring that the project stays within our 7-week timeline and allocated budget.

Lige Crawford, Director of Environmental Services, will oversee the construction and renovations and communicate with vendors on project progress. Lige will also coordinate with Director of Nursing and

Wellness Director to ensure the needs of residents impacted by renovations are met during the construction period.

Todd Anderson, Director of Nursing, will work closely with residents to adjust individualized care plans and service needs while shower renovations are taking place. Todd will aid residents as they adjust to their new showers and train staff to help residents navigate any initial challenges.

Maureen Maher Foundation Development Director, will be responsible for overseeing grant management and grant reporting. Maureen will work closely with the Executive Director, Director of Environmental Services, and Director of Nursing to ensure all project activities continue in alignment with grant contracts and requirements.

Objective #1: Estimated Outcomes (narrative)

Detail specific estimated results that aim to achieve the overall project goal, such as skills and knowledge obtained, community connections made, services provided to people, etc.

Funding from DHS will allow Benedictine Anoka to replace 36 showers with walk-in units and grab bars to promote accessibility and ensure residents are safe and remain independent, while decreasing the number of falls by 20% annually.

Objective #1: Estimated Outcomes (result)

Enter the estimated numerical results of the outcome described above (i.e., # of units/people served, community connections made, etc.).

36

Objective #1: Estimated Start Date

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

04/15/2025

Objective #1: Estimated End Date

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

04/30/2026

Objective #2

One sentence that highlights this piece of the project, i.e., this is one step towards achieving the overall project goal.

DHS funding will allow Benedictine Anoka to create a 200 sq. ft. walking path around the community to improve 100 older adults', including approximately 80 who utilize mobility devices, access to the outdoors.

Objective #2: Key Activities & Strategies

Briefly outline each task that needs to be accomplished in order to meet the objective and desired outcomes.

Benedictine Anoka has begun working with Distinctive Landscapes to design and plan the creation of a smooth, accessible walking path to mitigate safety risks exacerbated by the uneven, hilly terrain outside of our community. We anticipate beginning this capital project in April, 2025, with residents able to use the path and enjoy the summer and fall weather by April, 30, 2026.

Benedictine Anoka will also work with By the Yard Furniture to purchase and install 4 benches around the walking path to increase accessibility for older adults in need of breaks when walking, as well as giving residents additional outdoor spaces to relax and connect with friends and family. We will also install 4 raised garden beds on our patio to provide residents with the opportunity to learn more about gardening and grow their own fresh produce, as well as 6 raised plantar stands for flowers from By the Yard Furniture which offers maintenance-free products that are sturdy for older adult use.

We plan to share updates on the progress and opening of the walking path with residents through flyers posted around the community, newsletters, in addition to group meetings with residents, such as resident council. We will work closely with staff and residents to gain feedback on the new path and plan future adjustments accordingly.

Objective #2: People Responsible

Briefly list all staff members' names, titles, and responsibilities in regards to the specific objective. Also list any other stakeholders, including their names, titles, and organization that they are with, and how they will assist with reaching the objective.

Tanya Welch, Executive Director, will be responsible for overseeing outdoor improvements and work closely with the Director of Environmental Services to ensure the project stays within our proposed schedule and budget.

Lige Crawford, Director of Environmental Services, will directly oversee the capital outdoor improvements and work closely with Distinctive Landscapes and By the Yard Furniture to provide project guidance and direction, while ensuring improvements are completed in a timely manner.

Lonnie Florek, Wellness Director, will be responsible for developing and implementing outdoor programs for older adults to participate in gardening activities. Lonnie will also work with Benedictine Anoka's walking group—Fancy Strides—to coordinate group walks, as well as integrating resident feedback to adapt and develop outdoor programming to meet the needs of the older adults living in our assisted living community.

Cathy Schutt, Development Director, will be responsible for overseeing grant management and grant reporting. Cathy will work closely with the Executive Director, Director of Environmental Services, and Wellness Director to ensure all project activities continue in alignment with grant contracts and requirements.

Objective #2: Estimated Outcomes (narrative)

Detail specific estimated results that aim to achieve the overall project goal, such as skills and knowledge obtained, community connections made, services provided to people, etc.

Residents will report greater enjoyment of and connection with nature as a result of more accessible outdoor spaces and activities. Residents and staff will also report fewer injuries or accidents among residents participating in outdoor programming.

Objective #2: Estimated Outcomes (result)

Enter the estimated numerical result of the outcome described above (i.e., # of units/people served, community connections made, etc.).

50

Objective #2: Estimated Start Date

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

04/15/2025

Objective #2: Estimated End Date

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

04/30/2026

Objective #3

One sentence that highlights this piece of the project, i.e., this is one step towards achieving the overall project goal.

Update the wheelchair ramp outside the front of Benedictine Anoka's assisted living community to increase independence and safety for the 85% of current residents using mobility devices as guests and future residents.

Objective #3: Key Activities & Strategies

Briefly outline each task that needs to be accomplished in order to meet the objective and desired outcomes.

Upon receipt of funding, Benedictine Anoka will work with Erickson Asphalt to repave and update the current accessibility ramp located outside the front of our assisted living community. We plan to begin this project in July, 2025, with the building fully accessible in August 2025.

During construction, Erickson Asphalt will work in sections offering the most accessibility at a time. While concrete is being cured, we will create a temporary path using plywood to get to the sidewalk that is not being renovated. Staff will be available to help when needed.

Objective #3: People Responsible

Briefly list all staff members' names, titles, and responsibilities in regards to the specific objective. Also list any other stakeholders, including their names, titles, and organization that they are with, and how they will assist with reaching the objective.

Tanya Welch, Executive Director, will be responsible for overseeing ramp construction and updates, monitoring invoices, and ensuring the project stays within budget.

Lige Crawford, Director of Environmental Services, will work closely with vendors to monitor implementation of the capital improvements and Benedictine Anoka staff to ensure resident safety during renovations.

Maureen Maher, Foundation Development Director, will be responsible for overseeing grant management and grant reporting. Maureen will work closely with the Executive Director, Director of Environmental Services, and Wellness Director to ensure all project activities continue in alignment with grant contracts and requirements.

Objective #3: Estimated Outcomes (narrative)

Detail specific estimated results that aim to achieve the overall project goal, such as skills and knowledge obtained, community connections made, services provided to people, etc.

Residents will report feeling safer when entering and exiting the community with wheelchair and walker-friendly adaptations. Residents will report a greater sense of independence as they can navigate the community with ease and safety.

Objective #3: Estimated Outcomes (result)

Enter the estimated numerical outcome (i.e., # of units/people served, community connections made, etc.).

175

Objective #3: Estimated Start Date

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

04/15/2025

Objective #3: Estimated End Date

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

04/30/2026

Do you have an Objective #4 you would like to add?

No

Work Plan: Objective #5

Objective #5

One sentence that highlights this piece of the project, i.e., this is one step towards achieving the overall project goal.

Objective #5: Key Activities & Strategies

Briefly outline each task that needs to be accomplished in order to meet the objective and desired outcomes.

Objective #5: People Responsible

Briefly list all staff members' names, titles, and responsibilities in regards to the specific objective. Also list any other stakeholders, including their names, titles, and organization that they are with, and how they will assist with reaching the objective.

Objective #5: Estimated Outcomes (narrative)

Describe the specific estimated results that aim to achieve the specific objective, such as skills and knowledge obtained, community connections made, services provided to people, etc.

Objective #5: Estimated Outcomes (result)

Enter the estimated numerical result of the outcome described above (i.e., # of units/people served, community connections made, etc.).

Objective #5: Estimated Start Date

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

Objective #5: Estimated End Date

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

Do you have an Objective #6 you would like to add?

No

Capital/Renovation Projects

Applications may be made for grants to cover the capital costs of new construction, renovation, retrofitting, remodeling of existing buildings, or accessibility modifications. Buildings may include existing nursing facilities, subsidized senior apartment buildings, board and lodge, adult foster care homes, and private homes of persons with low to moderate incomes.

Renovation and remodeling should result in the delivery of unique approaches to housing and services, affordable housing units suitable for home care services, or combinations of services, to residents age 65 and older with low and moderate incomes and persons with a variety of chronic health conditions. Retrofitting should produce savings for older adults as it reduces costs of medical care, and should focus on homes that lack the necessary structural features and support systems to make aging in place viable.

See section 2.1, Category 1, of the RFP for more information. (page 4)

Capital/Renovation Projects

Housing

In order for a responder to demonstrate that it meets the requirements in Section 2.1, Category 1, responders must provide the following documents:

- Development Cost Worksheet - factor in prevailing wage rules if needed.
- Property Income Expense Worksheet.
- One page summary of bid information or cost estimate; include the source.
- 8 1/2 x 11 reduced scale drawing from which room sizes and other building details may be determined.
- 8 1/2 x 11 reduced scale layout drawing showing basic site elements of existing structures and any new construction.

Development Cost Worksheet

Click here to download the Development Cost Worksheet. Download and complete the form, and then upload the completed form below.

Benedictine-Anoka-LWAH-Development-cost-worksheet_tcm1053-420196 (1).xlsx

Attachment B -1 Grant Funds Budget

Benedictine Living Community- Anoka

SFY 2025 (May 1, 2025 - June 30, 2026)

Whole dollars only.

Cost Categories	Explanation	Total
1. Personnel Instructions		
	Subtotal	**$0**
2. Fringe Instructions		
	Subtotal	**$0**
3. Travel Instructions		
	Subtotal	**$0**
4. Building Space/Utilities Instructions		
	Subtotal	**$0**
5. Construction Instructions		
	Subtotal	**$0**
6. Equipment Instructions		
	Subtotal	**$0**
7. Supplies Instructions		
	Subtotal	**$0**
8. Administrative/ Indirect Cost (9% max) Instructions		
	Subtotal	**$0**
9. Contractual **(fills from Sub-Contract Detail Page)** Instructions	Bathfitters Removal & Disposal of existing showers. Installation of shower bases with collapsible threshold. 36 showers x $7,590/shower	$136,620
	Erickson Asphalt Concrete Sidewalk Removel & Replacement for wheelchair ramp, 4x45 walking path	$38,380
	Subtotal	**$175,000**
10. Other Costs (Specify) Instructions		
	Subtotal	**$0**
	Grant Funds Budget Total	**$175,000**

Match Funds Budget

Benedictine Living Community- Anoka

SFY 2025 (May 1, 2025 - June 30, 2026)

Whole dollars only.

Cost Categories	Explanation	Funding Source	Cash	In-Kind	Total
1. Personnel	Tanya Welch, ED, 15% of time on management of project	Benedictine	$17,850		$17,850
Instructions	Lige Crawford, EVS, 19.33% of time, overseeing all renovations and working with contractors	Benedictine	$14,690		$14,690
					$0
					$0
					$0
					$0
		Subtotal	$32,540	$0	$32,540
2. Fringe Instructions					$0
					$0
					$0
					$0
		Subtotal	$0	$0	$0
3. Travel Instructions					$0
					$0
					$0
					$0
		Subtotal	$0	$0	$0
4. Building Space/Utilities Instructions					$0
					$0
					$0
					$0
		Subtotal	$0	$0	$0
5. Construction Instructions					$0
					$0
					$0
					$0
		Subtotal	$0	$0	$0
6. Equipment Instructions					$0
					$0
					$0
					$0
		Subtotal	$0	$0	$0
7. Supplies Instructions					$0
					$0
					$0
					$0
		Subtotal	$0	$0	$0
8. Administrative/ Indirect Cost Instructions					$0
					$0
					$0
					$0
		Subtotal	$0	$0	$0
9. Contractual Detail Page) Instructions	Bathfitters	Benedictine Foundation	$136,620		$136,620
	Erickson Asphalt	Benedictine Foundation	$5,840		$5,840
					$0
		Subtotal	$142,460	$0	$142,460
10. Other Costs (Specify) Instructions					$0
					$0
					$0
					$0
		Subtotal	$0	$0	$0
		Match Funds Budget Total	$175,000	$0	$175,000

Sub-Contract Detail

Benedictine Living Community- Anoka

SFY 2025 (May 1, 2025 - June 30, 2026)

Whole dollars only.

Instructions

Subcontractor Name	Explanation and Computation of Costs	Grant	Match	Total
Bathfitters	Removal & Disposal of existing showers. Installation of shower bases with collapsible threshold. 36 showers x $7,590/shower	$136,620	$136,620	$273,240
	Subtotal	$136,620	$136,620	$273,240
Erickson Asphalt	Concrete Sidewalk Removel & Replacement for wheelchair ramp, 4x45 walking path	$38,380	$5,840	$44,220
	Subtotal	$38,380	$5,840	$44,220
	Sub-Contract Budget Total	**$175,000**	**$142,460**	**$317,460**

Total Budget

Benedictine Living Community- Anoka

SFY 2025 (May 1, 2025 - June 30, 2026)

NOTE: these values will auto-fill from the other budget worksheets.

Cost Categories	**Grant Funds**	**Match Funds**	**Total**
1. Personnel	$0	$32,540	$32,540
2. Fringe	$0	$0	$0
3. Travel	$0	$0	$0
4. Building Space/Utilities	$0	$0	$0
5. Construction	$0	$0	$0
6. Equipment	$0	$0	$0
7. Supplies	$0	$0	$0
8. Administrative/ Indirect cost	$0	$0	$0
9. Contractual	$175,000	$142,460	$317,460
10. Other Costs (Specify)	$0	$0	$0
Totals	**$175,000**	**$175,000**	**$350,000**