



BOARD OF SUPERVISORS

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Thad Nearmyer

Doug Cupples

Brandon Talsma

December 16, 2025

9:30 a.m.

www.jasperia.org

Live Stream: <https://vimeo.com/event/5521026/4ec7ae74bc>

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

Pledge of Allegiance

Item 1 Community Development – Kevin Luetters

- a) Set Public Hearing Date for a County Property Sale – Parcel # 08.32.201.007
(Recommended Date & Time, January 6th, 2025, at 9:30 am in the Jasper County Board of Supervisors Room)

Item 2 Colfax Economic Development Co - CEDCO

- a) Presentation on the New Colfax Daycare Center.

Item 3 Buildings & Grounds – Adam Sparks

- a) Move A/C Unit from Roof to Basement

Item 4 Veteran Affairs – Ray Maxey

- a) Discussion about using an open office for the Veteran Center Counselor's visits 2 times a month

Item 5 Sheriff – Brad Shutts

- a) Legal Blood Draw Agreement

Item 6 Attorney – Scott Nicholson

- a) Computer Equipment Purchase

Item 7 Approval of Liquor License for Westwood Golf Course

Item 8 Approval of Claims Paid through December 16, 2025

Item 9 Approval of Board of Supervisors Minutes from December 9, 2025

Item 10 Board Appointments

PUBLIC INPUT & COMMENTS

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Page 2

Closed Session Requested by Ryan Eaton in Accordance with Iowa Code Section 22.7(50)

to discuss Information and records concerning physical infrastructure, cyber security, critical infrastructure, security procedures, or emergency preparedness developed, maintained, or held by a government body for the protection of life or property, if disclosure could reasonably be expected to jeopardize such life or property.

Close Session requested by Dennis Simon in Accordance with Iowa Code Section 21.9

Employment conditions discussed. A meeting of a governmental body to discuss strategy in matters relating to employment conditions of employees of the governmental body who are not covered by a collective bargaining agreement under chapter 20 is exempt from this chapter. For the purpose of this section, "employment conditions" mean areas included in the scope of negotiations listed in section 20.9. [81 Acts, ch 30, §1] C83, §28A.9 C85, §21.9 21.10 Information to be provided; Non-bargaining employee pay plans

After the Regular Meeting:

Work Session

- 1) 2026-2027 Budget Timeline
- 2) Hotel/Motel tax
- 3) Sheriff's Office Training Center
- 4) Axon Contract

Addressing the rural community childcare crisis

Colfax-Mingo Childcare Center



“it’s about investing in the success & well-being of children”

Item 2
December 16, 2025



ATURA
architecture



Colfax Economic
DEVELOPMENT CORPORATION

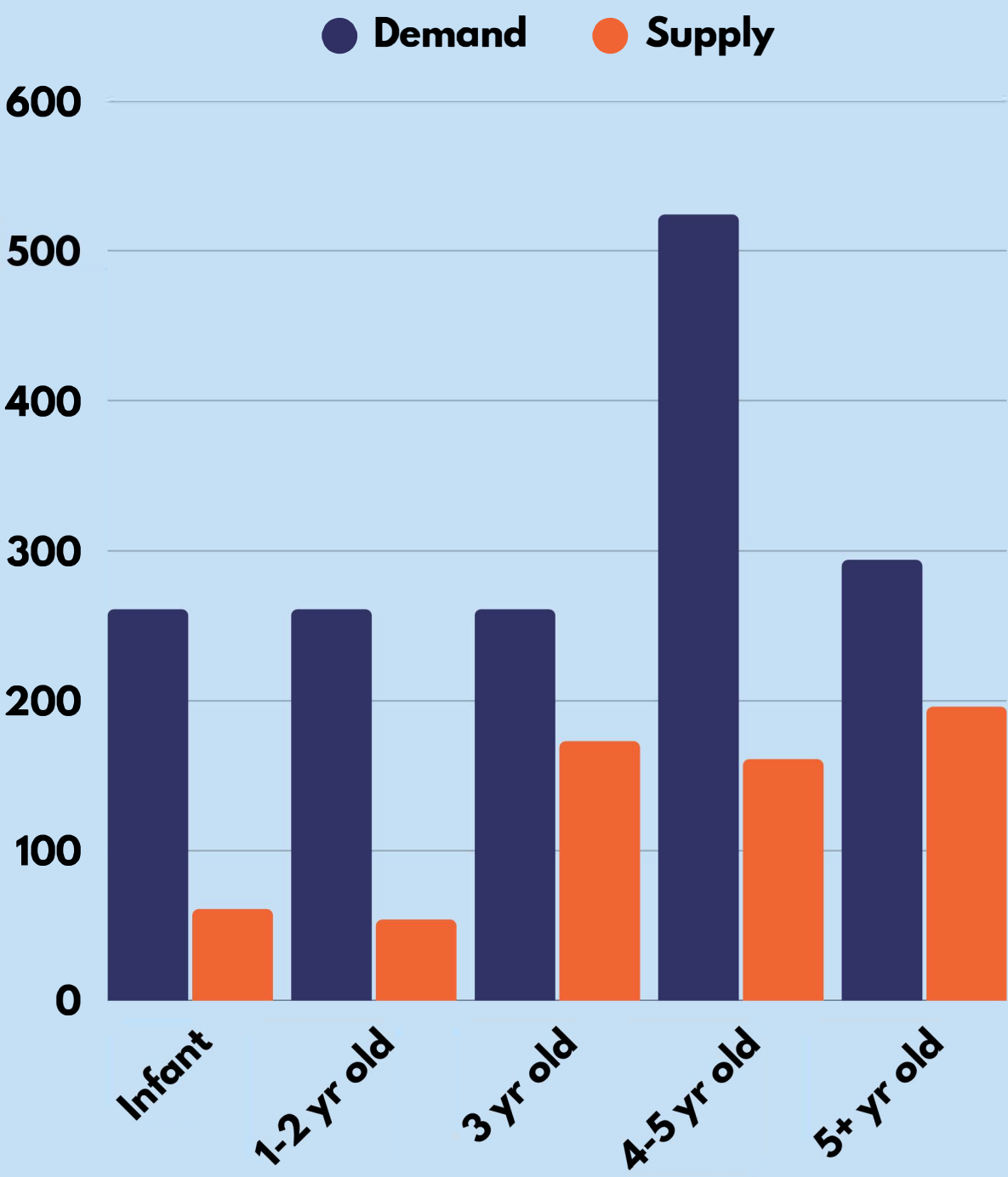


Visit Our Website
www.cedcoiowa.com

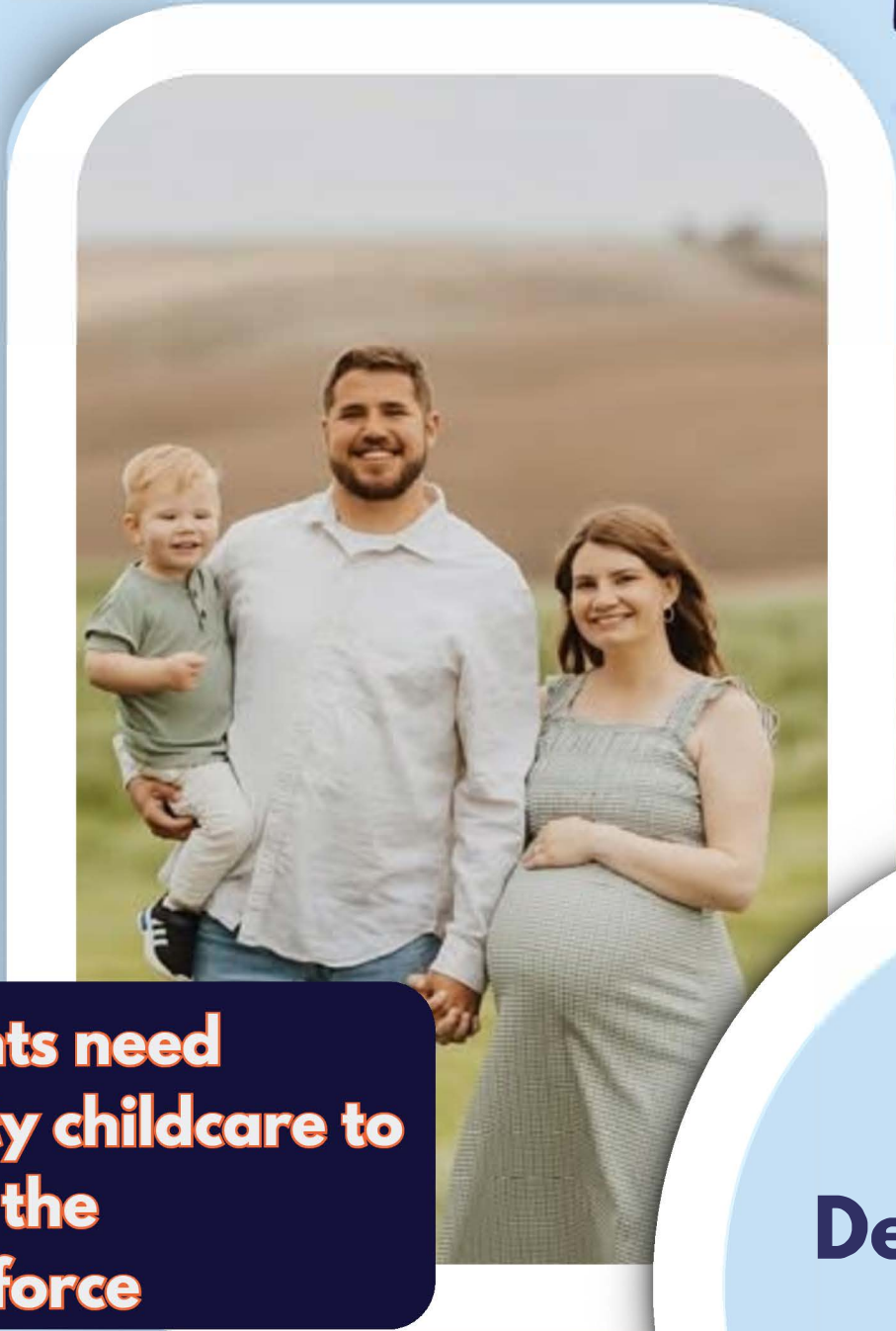


the need is real....

“the need impacts our communities ability to thrive”



Jasper County



Parents need quality childcare to enter the workforce

Demand = 1,863

Supply = 806

“we don’t sit around, we figure out solutions and put that into action”

putting a plan together...CEDCO

Provide quality childcare

Enhance accessibility

Boost the local economy

CEDCO is dedicated to fostering community growth and prosperity by prioritizing high-quality childcare, driving business growth, and advancing housing developments in Colfax.



01

**7 member
volunteer board**

02

**Childcare & housing
development**

03

Formed in 2025

04

**Established
partnerships**



the solution...build a center

“this center will serve families for generations to come”



01

\$3.4 million project

02

Over 12,000 square feet

03

Capacity of 140 birth - school age

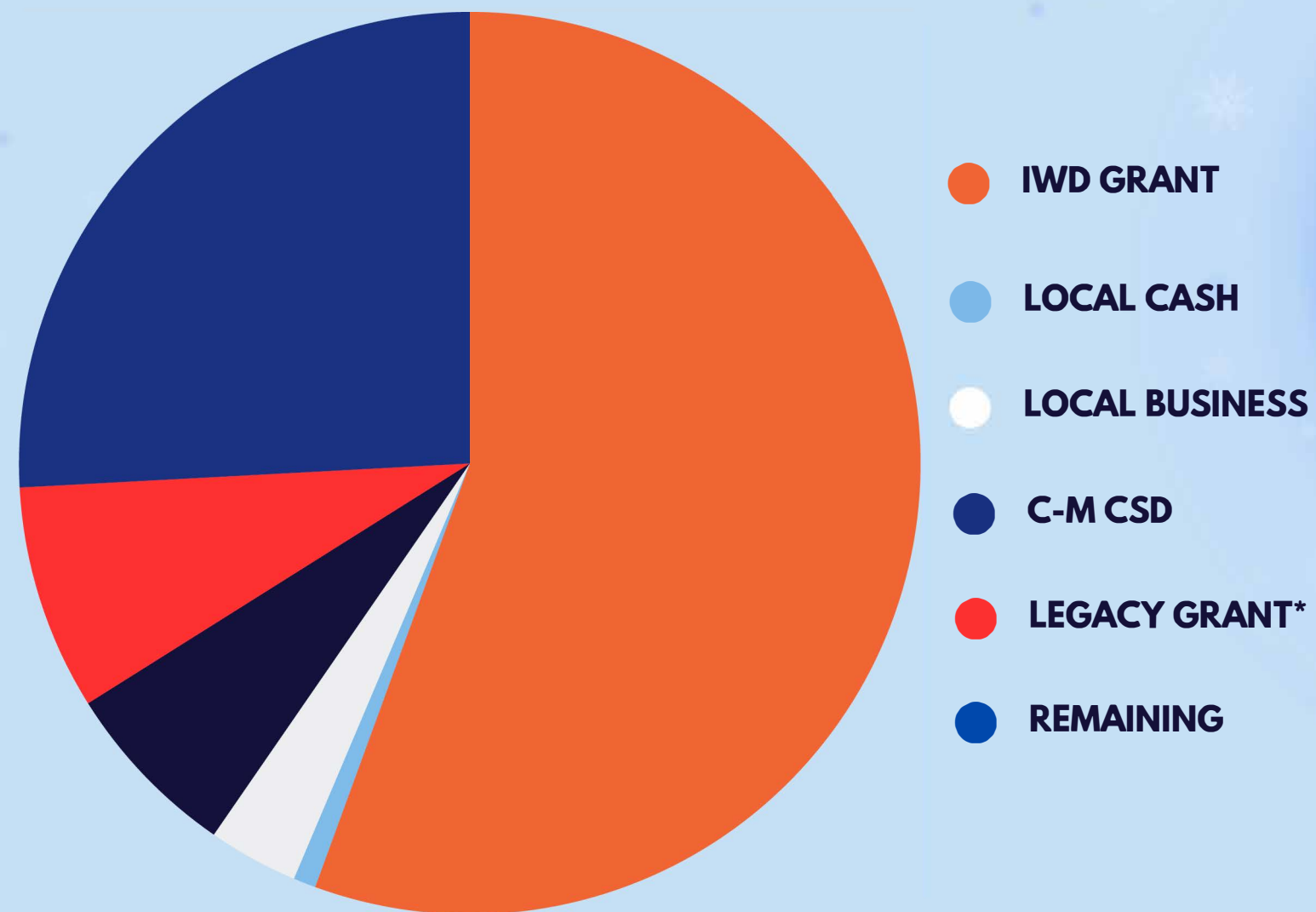
04

Before/After school care



raising the funds....

“we will complete this project without impacting local taxes”



Total Project = \$3,440,000

We have just over \$800,000 left to meet our goal.

Levels of Giving:

Little Sprouts 🌱 (\$500-\$2,499)

Bright Beginnings ☀️ (\$2,500-\$4,999)

Caring Hands 🤝 (\$5,000-\$9,999)

Growing Futures 🌱 (\$10,000-\$24,999)

Legacy Builders 🏠 (\$25,000-\$49,999)

Foundation: (\$50,000+)

Flagship: (\$250,000 or more)



Why should Jasper County Help?

“high quality programs
benefit society as a whole”



- There is a childcare crisis in Jasper County, particularly in smaller communities
- Childcare Access Is a Workforce Issue — and the **County Economy Depends on It**
- The Center Serves More Than Colfax — It Serves the Entire East Jasper County Region
- It Aligns With Countywide Economic Development Goals
- Childcare Is Essential Infrastructure — Just Like Roads and Public Safety
- Other County Board of Supervisors are supporting similar projects:

Cass County - \$2.5 million (\$500k per year over 5 years)

Woodbury County - \$150,000

Winneshiek County - \$500,000

Mills County - \$150,000 + \$100,000 over 5 years - \$250,000 total

Hamilton County - \$200,000

our timeline....

**“our timelines align perfectly
to have this running in 2026”**

Design Documentation Preparation: February-May 2025

Issue bidding documents and notice to Bidders: May 22, 2025

Receipt/Opening/Award of Bids: June 5, 2:00 PM

Construction: Begin: July 2025

Substantial Completion: April 2026

Opening of Center: July 2026

Hiring of Child Care Director: January 2026

Hiring of Staff: Spring 2026 with start date of July 2026



Together we can impact the rural childcare crisis

it's about investing in the success &
well-being of children



 Visit Our Website
www.cedcoiowa.com



Over 100 Years of Excellence -
People, Process, Productivity

Proposal

Worksite: Jasper County (IA) (251210)
Jasper County Law Enforcement (2300)
2300 Law Center Drive
Jasper County Jail
Newton, IA 50208-8255

Invoice: Jasper County (IA) (251210)
Jasper Co CH Maint-PO Box INV (000)
PO Box 944
Newton, IA 50208-8255

Date: 11/26/2025
Quote #: 581848.1

Project: Move mini split

We propose to furnish the materials and/or perform the work described below:

- Pump down and disconnect dispatch room mini split condenser from roof
- Move condensing unit from roof to basement of building
- Run new line set from dispatch room to condenser in basement
- Make connections to condensing unit and perform start up
- T&M NTE quote

We have included the following:

- All labor during regular business hours.
- Final adjustment and calibration of equipment.

We have not included:

- Any work not specifically stated in this proposal.
- Parts or labor from original call.

All for the sum of: Eight Thousand Two Hundred Forty Five Dollars
\$8,245.00

This proposal is subject to the terms and conditions as shown on the attached page.
This quote is valid for 30 Days.

Upon Purchaser's approval signature, this proposal will become a legal and binding contract.

Purchaser's Acceptance:
Jasper County (IA)

Signature

Date

Printed Name

Respectfully Submitted:
The Waldinger Corporation

Ross Tomlinson
Signature

11/26/2025
Date

Ross Tomlinson
Printed Name

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCBs discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

2. INVOICING AND PAYMENTS

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

3. WARRANTY

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Days after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

4. TAXES

The price stated in this proposal includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all taxes as required by federal, state or local law.

5. COMPLIANCE WITH LAWS

The Waldinger Corporation shall comply with all applicable federal, state or local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

6. LIABILITY

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of The Waldinger Corporation.

Mechanical System Recommendation



Date: 11-24-2025

Job Name: Ductless Heat Pump Condenser relocation

At: Jasper Co. Jail

To: Adam Sparks

Address:

Jack Reeves

Owner

Jack@ReevesHeatingandCooling.com

641-787-7567

2570 W 12th St N

Newton, IA 50208

Items Included in Recommendation:

Installation Material	Yes	Cutting	NO
Installation Labor	Yes	Patching	NO
Electrical Wiring	NO	Vent Piping	NO
Condensate Piping	NO	Gas Piping	NO

We recommend the following equipment:

Relocate LG heat pump outdoor unit from roof to the basement.

Any core drilling concrete is NOT included in this quote.

Cordue lift is included in this quote.

80 foot refrigeration piping and communication cable is included in this quote.

Existing equipment being replaced, if any, to be property of N/A

(Dealer/Customer)

Price and Terms

Heating Equipment: _____

Air Conditioner Equipment: _____

Other: Relocate L.G. outdoor unit

Total Price: 8,068.00

Payment upon Completion	<input checked="" type="checkbox"/>
½ Payment Now, ½ Payment upon Completion	<input type="checkbox"/>
Monthly Draws on Work Completed	<input type="checkbox"/>

** Add 4% to total price if paying by credit card*

**Price includes all applicable taxes and permit fees*

**Unless signed by purchaser, price subject to change after 10 days*

Purchase Agreement

The Customer hereby enters into an agreement to purchase the specified equipment and services provided by Reeves Heating and Cooling Inc.

To accept the above proposal, please sign below.


Dealer Signature

Customer Signature

Date: 11-24-2025

Date: _____

SERVICES AGREEMENT FOR LEGAL BLOOD DRAW / SPECIMEN COLLECTION

THIS SERVICES AGREEMENT ("Agreement") is made between Mercy Medical Center-Newton d/b/a MercyOne Newton Medical Center ("MNMN"), and the entity indicated on the signature line below (the "CLIENT"), (sometimes individually referred to as "Party" or collectively referred to as the "Parties") and is effective as of December 11th, _____, 2025 (the "Effective Date").

RECITALS

WHEREAS, MNMC owns and operates hospital and a clinical laboratory in Newton, Iowa;

WHEREAS, MNMC, through its system of hospitals, clinics and clinical laboratories, is qualified to provide certain blood draw and associated lab services under the terms of this Agreement;

WHEREAS, CLIENT requires certain blood draw and specimen collection services for individuals in its custody to support its law enforcement operations in Jasper County, Iowa; and

WHEREAS, MNMC and CLIENT desire to enter into this Agreement for the provision of blood draw and specimen collection services.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE I

DUTIES OF MNMC

1. Services Performed by MNMC. During the term of this Agreement, and subject to the performance of CLIENT hereunder, MNMC agrees to provide and coordinate the onsite blood draw and specimen collection services as set forth on Schedule A, attached hereto and incorporated herein by reference (the "Services"); provided, however, MNMC shall only be obligated to provide those Services within the capabilities of its staff and resources and which it otherwise currently provides to its own patients.
2. Support Services and Supplies Provided by MNMC. During the term of this Agreement, and subject to the performance by CLIENT of its obligations hereunder, MNMC agrees to provide, those services and personnel as needed to support MNMC's provision of the Services ("Support Services"), as set forth on Schedule B, attached hereto and incorporated herein by reference. The cost of such Support Services and Supplies shall be incorporated into the overall cost for Services.
3. Results. CLIENT shall be responsible for processing any test results ("Results") it needs that are associated with the Services provided by MNMC under this Agreement. MNMC sole obligation is limited to the scope of Services herein. Except in situations where the individual in the CLIENT's custody has an emergency medical condition (and requires a medical screening exam and associated stabilizing treatment in accordance with EMTALA), MNMC shall not have any responsibility for any treatment which may be indicated by the Results nor shall it be responsible for the handling or storage of the Results or for the maintenance of personal health information held by the CLIENT. MNMC will not be responsible for Services which produce no or inconclusive Results resulting, for example, degraded, contaminated, low abundance patient material, or otherwise. Notwithstanding the Results of individual tests, MNMC will invoice patient (i.e. inmate) for lab draw/specimen collection services as indicated in Schedule A.

ARTICLE II

DUTIES OF CLIENT

1. Handling of Results. As stated above, the Parties hereby acknowledge and agree that MNMC is not responsible or liable in any manner for CLIENT's treatment, handling, storage, maintenance, or disclosure of specimens, personal health information or Results.
2. Access and Onsite Space. CLIENT shall utilize the entrance(s) and location(s) as determined by MNMC for the provision Services conducted at MNMC.
3. Compliance with MNMC Testing Process. CLIENT shall ensure its employees adhere to MNMC's Services policies and procedures and other guidelines provided by MNMC to CLIENT from time to time in order to facilitate safe administration of the Services at MNMC's facility.
4. Payment. CLIENT will complete Law Enforcement Intake form with patient's (i.e. inmate's) medical information and insurance card/information, and thus, the patient (inmate) or patient's health insurance shall pay MNMC for the Services in accordance with the fees set forth on Schedule A and in accordance with the Financial Terms set forth on ARTICLE IV.

ARTICLE III

TERM AND TERMINATION

1. Term. This Agreement shall begin on the Effective Date and shall continue for one year.
2. Termination. Notwithstanding the Term, this Agreement may be terminated by either party by written notice to the other party as follows:
 - (a) in the event the other party commits a material breach of this Agreement which is not cured within fifteen (15) days following the date of written notice of such breach, this Agreement shall then terminate upon prior written notice;
 - (b) in the event either party's corporate status is dissolved under applicable state law;
 - (c) in the event that either party loses its license to operate its business as presently operated; or
 - (d) either party may terminate this Agreement, with or without cause, at any time upon thirty (30) days prior written notice to the other party.
3. Additional Termination. In addition to any other rights or remedies provided for hereunder, either party shall have the right to terminate this Agreement pursuant to written notice to the other party in the event that it determines that this Agreement, or any provision of this Agreement, jeopardizes its participation in, or any payments under, the Medicare, Medicaid, or any other third-party payor programs or arrangements or, with respect to MNMC, jeopardizes its tax-exempt status or the tax-exempt status, as applicable, of any of its respective affiliates. Upon any such termination, the Parties agree to negotiate in good faith concerning amendment to this Agreement to effectuate the purpose of this Agreement, and if the Parties cannot agree regarding such amendment within thirty (30) days, this Agreement may be terminated immediately upon written notice.

ARTICLE IV

FINANCIAL TERMS

1. Financial Terms. MNMC will invoice the patient (i.e. inmate) following routine, standard, and customary outpatient medical billing practices for lab services.

ARTICLE V

MISCELLANEOUS TERMS

1. Qualifications. During the Term of this Agreement,
 - (a) MNMC's hospital and clinical laboratory shall maintain all applicable licenses and certificates necessary to operate under federal and state law for the type and complexity of the Services performed under this Agreement.
 - (b) CLIENT represents that all persons receiving Services pursuant to this Agreement do so on a voluntary basis and have consented to the Services being provided by MNMC, or alternatively, CLIENT has a valid court order or other valid legal basis for seeking the Services provided herein.
2. Records. Each Party shall be responsible for preparing records, reports and other supporting documents related to the Services as they deem necessary and appropriate to meet their business needs, in compliance with legal and regulatory requirements. Each Party shall provide the other with copies as is reasonably requested by the other Party to discharge its obligations under this Agreement, subject to compliance with legal and regulatory requirements. The ownership and right-of-control of all records, reports and supporting documentation shall remain, however, with the Party to which the records belong.
3. Consequential Damages. MNMC shall not be liable for any indirect, consequential, incidental, special, punitive or other damages (except as specified herein) of any kind arising from MNMC's Services hereunder or from the rendering or failure to render Services or any other professional services.
4. Indemnification. The Parties shall indemnify, defend, and hold each other harmless from and against any claims, liability, damages, costs and/or expenses ("Claims") arising out of or related to this Agreement, including, without limitation, arising out of or related to the Services, Results and/or any acts or omissions of the MNMC in contract, tort, or otherwise, except to the extent that any such Claims are caused by MNMC's willful misconduct, recklessness, or gross negligence.
5. Independent Relationship. The relationship between MNMC and CLIENT pursuant to this Agreement is that of independent entities contracting with each other, and neither Party shall be construed to be a joint venture, partner, agent, employee, or representative of the other.
6. No Requirement to Refer. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith contemplates or requires the referral of any patient. The Parties specifically acknowledge and agree that any benefits that MNMC receives under this Agreement constitute reasonable payment for the Services provided hereunder. Such benefits in no way require, are in no way contingent upon, and are in no way intended to induce the admission or referral of any patients to MNMC, and this Agreement is not intended to influence the judgment of CLIENT or any of its employees in choosing the medical facility appropriate for the proper treatment and care of his or her medical needs. There is no requirement that CLIENT make referrals to or otherwise generate business for MNMC or a MNMC hospital or clinic as a condition for receiving such benefits. The parties specifically intend to comply with the federal Anti-Fraud and Abuse provisions (42 U.S.C. § 1320a-7b(b)) and the Ethics in Patient Referrals Act (42 U.S.C. § 1395nn) or regulations promulgated thereunder or any analogous state law.

7. Additional Provisions. All Services hereunder shall comply at all times with the terms and conditions set forth in Schedule D, attached hereto and incorporated herein by reference,
8. Entire Agreement. This Agreement contains all understandings between the Parties and supersedes any prior agreements between the Parties relating to the Services. To the extent that any agreements exist or are subsequently entered into between MNMC and CLIENT concerning matters other than Services, such agreements together with this Agreement, will be maintained in MNMC's MediTract system, which serves as MNMC's master contract list of such arrangements.
9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
10. Miscellaneous. This Agreement shall be governed by the laws of the State of Iowa without regard to the choice-of-law principles thereof. No amendment of any provision of this Agreement will be effective unless in writing signed by the Parties. The illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any legal and enforceable provisions hereof. All notices under this Agreement shall be in writing and given in person, first class registered mail or by overnight delivery service, delivery costs prepaid, or transmitted by facsimile (so long as such facsimile is followed by mailing the transmitted notice document in accordance with this Section), addressed to the Parties at the addresses specified below or to such other address of which either Party may notify the other pursuant to this sentence. Any headings used herein are for convenience of reference only and are not a part of this Agreement, nor shall they affect the interpretation hereof. This Agreement may be executed in multiple counterparts, each of which is an original, true and correct version hereof. Upon termination of this Agreement for any reason, all obligations of the Parties under this Agreement shall terminate immediately and automatically except for those obligations which by their terms survive termination. This Agreement is for the benefit of the Parties hereto and shall not inure to the benefit of any third-party, including physicians, patients, and staff of either Party.

[Remainder of page intentionally left blank - Continued on next page]

In witness whereof, MNMC and CLIENT have executed this Agreement as of the dates respectively indicated below:

MERCY MEDICAL CENTER-NEWTON d/b/a Jasper County Sheriff's Department
MNMC NEWTON MEDICAL CENTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

SCHEDULE A

SERVICES

1. Blood Draw Services and Billing Schedule:

<u>Service</u>	<u>Description</u>	<u>Billing Method</u>
Lab Draw/Specimen Collection	Onsite (at MNMC) specimen collection / lab draw.	<ol style="list-style-type: none">1. MNMC shall invoice PATIENT (i.e. inmate) for lab draw and/or specimen collection in accordance with Newton's standard patient fee schedule.2. CLIENT shall bring completed Law Enforcement Intake form with inmate information, specifically the insurance information or copy of insurance card.

SCHEDULE B

SUPPORT SERVICES and SUPPLIES

A. PERSONNEL.

MNMC will provide appropriate clinical personnel necessary for the onsite collection, preparation and preservation of specimens for the performance of Services pursuant to this Agreement.

B. SPACE.

MNMC will provide an appropriate designated space for its clinical personnel to perform the Services pursuant to this Agreement. CLIENT shall be required to follow MNMC's policies and procedures applicable for the safe provision of the Services under this Agreement.

C. SUPPLIES.

CLIENT will provide routine supplies necessary (i.e. collection kits, etc.) for the collection, preparation and preservation of specimens to be sent to CLIENT's designated lab partner for the performance of processing of legal blood draw results pursuant to this Agreement. The supplies provided by CLIENT are solely to be used for the collection and preparation of specimens that are being sent to CLIENT's designated lab partner for processing. It is not intended that these supplies be provided for any other use.

SCHEDULE D

ADDITIONAL PROVISIONS

This Schedule C is part of the Laboratory Services Agreement by and between MNMC and CLIENT. Defined terms in the Agreement shall have the same meaning in this Schedule. In the event that any provision of this Schedule conflicts with one or more provisions of the Agreement, then the terms of this Schedule shall apply.

1. General Terms and Conditions.

<http://www.usccb.org/about/clotrine/ethic-al-and-religious-directives/>

1.1. Compliance with MercyOne Code of Conduct.

CLIENT recognizes that it is essential to the core values of MNMC, as a member of Mercy Health Network, Inc. d/b/a MercyOne ("MercyOne") that all persons and entities employed by or otherwise contracting with MNMC at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the MercyOne Code of Conduct, as may from time to time be amended by MercyOne. As of the Effective Date of the Agreement, the MercyOne Code of Conduct is set forth on MercyOne's website as the MercyOne Supplier Code of Conduct (Supplier Guide), which is available at the following website:

<https://www.mercyone.org/about-us/integrity-and-compliance>

CLIENT acknowledges that it has electronically accessed, obtained, or otherwise received a copy of the Supplier Guide and has read and understands same, and hereby agrees that, so long as the Agreement remains in effect, CLIENT shall act in a manner consistent with, and shall at all times abide by, such Standards of Conduct, to the extent they are applicable to CLIENT in the performance of the Agreement. In the event that MNMC determines in good faith that CLIENT has breached its obligations under this Section, MNMC may, upon notice to CLIENT, immediately terminate the Agreement.

1.2. Ethical and Religious Directives. CLIENT agrees that all services shall be performed in accordance with the Ethical and Religious Directives for Catholic Health Care Services, Fifth Edition, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop (ERDs). As of the Effective Date of the Agreement, the ERDs are available at the following website:

In the event that MNMC determines in good faith that CLIENT has breached its obligations under this Section, MNMC may, upon notice to CLIENT, immediately terminate the Agreement.

1.3. Nondiscrimination. In the performance of the Agreement, the Parties will not discriminate against anyone with respect to race, color, creed, sex, age, national origin, ancestry, religion, marital status, handicap, disability, veteran status, or any other legally-protected category of persons, except as medically indicated.

1.4. Excluded Provider. CLIENT hereby represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. CLIENT hereby agrees to immediately notify MNMC of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that CLIENT is excluded from participation in any federally funded health care program during the Term of the Agreement, or if at any time after the Effective Date of the Agreement, it is determined that CLIENT is in breach of this Section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. CLIENT shall indemnify and hold harmless MNMC against all actions, claims, demands, and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by CLIENT, or due to the exclusion of CLIENT from a federally funded health care program, including Medicare or Medicaid.

1.5. Insurance. CLIENT shall, at CLIENT's sole cost and expense, procure, keep and maintain throughout the Term of the Agreement, insurance coverage in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for commercial general ; and applicable state

statutory limits for workers compensation. In addition to the coverages specifically listed, CLIENT shall maintain any other usual and customary policies of insurance applicable to the type of services contracted for under the Agreement. By requiring insurance herein, MNMC does not represent that coverage and limits will necessarily be adequate to protect CLIENT. CLIENT shall provide copies of any and all insurance policies within ten (10) days of CHI's request therefore. Failure to maintain the required insurance, as set forth herein, may result in immediate termination of the Agreement by CHI.

1.6. Responsibility for Own Acts. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said Party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under the Agreement. In the event that a claim is made against both Parties, it is the intent of the Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both Parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

1.7. Confidentiality. The Parties shall hold in confidence the information contained in the Agreement and each of them hereby acknowledges and agrees that all information related to the Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of the other Party except: (i) to the extent necessary to comply with any law, rule or regulation or the valid order of any governmental agency or any court of competent jurisdiction; (ii) as part of its normal reporting or review procedure, to its auditors and attorneys; (iii) to the extent necessary to obtain appropriate insurance, to its insurance agent; or (iv) as necessary to enforce its rights and perform its agreements and obligations under the Agreement. Each of the Parties shall treat all non-public information obtained as part of this engagement as confidential and shall not, without written authorization from the other Party, release or share such information with any third party, except as may be required by law. Each of the Parties further agrees that, prior to reporting any actual or perceived violation of law to any

governmental entity, even if required by law to do so, it will first discuss the potential legal or compliance matter with the other Party's Corporate Responsibility Officer or Legal Counsel and, unless otherwise required by law, provide that Party with an opportunity to investigate and appropriately report any compliance matter brought to its or her attention by the Party that first identified the matter.

1.8. Recordkeeping. If and to the extent required by Section 1395x(v)(1)(i) of Title 42 of the United States Code, until the expiration of four (4) years after the termination or expiration of the Agreement, each Party shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of the Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided under the Agreement. The Parties further agree that, in the event it carries out any of its duties under the Agreement through a subcontract with a related organization with a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

1.9. No Third Party Rights. The Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. There are no third party beneficiaries to the Agreement.

1.10. Jeopardy. Notwithstanding anything to the contrary contained in the Agreement, in the event the performance by either Party of any term, covenant, condition or provision jeopardizes the licensure of MNMC or its participation in or the payment or reimbursement from, Medicare, Medicaid program, Blue Cross or other reimbursement or payment programs, or its full accreditation by The Joint Commission (TJC) or any other

state or nationally recognized accreditation organization, or the tax-exempt status of MNMC, any of MNMC or CHI's property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing a MNMC Medical Center or Clinic, or any of their services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, MNMC may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the Parties are unable to resolve the matter within thirty (30) days thereafter, MNMC may, at its option, terminate the Agreement immediately.

- 1.11. Waiver. No waiver of or failure by a Party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 1.12. Time of the Essence. The Parties agree that time is of the essence throughout the Term of the Agreement and of every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
2. Compliance with Applicable Laws, Regulations, and Standards.

2.1. Each Party represents and warrants that all services to be provided by it shall fully comply with all applicable federal, state and local statutes, rules, regulations, accreditation standards, applicable standards of other professional organizations, and the Party's Requirements as defined below, and that it shall be deemed a material breach of the Agreement by a Party if it shall fail to comply with this representation and warranty. If such a breach is not cured in accordance with the Agreement, the other Party may immediately terminate the Agreement without penalty and without limiting any other rights and remedies set forth in the Agreement or this Schedule

2.2. Specifically, but not by way of limitation, each Party represents and warrants that the services to be provided by said Party shall comply with all applicable statutes, rules, regulations, accreditation standards and other applicable standards of: Medicare; Medicaid; the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 (collectively, HIPAA or the Privacy and Security Regulations); the security and privacy provisions of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder (ARRA); other federal or state health programs: policies, procedures, rules and regulations established by a Party and applicable to the operation of said Party, (collectively, the Party's Requirements); and updates to incorporate any changes to such statutes, rules, regulations, accreditation standards, other applicable standards and the Party's Requirements.

December 9, 2025

Tuesday, December 9, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Cupples, and Nearmyer present and accounted for Chairman Talsma presiding.

Motion by Nearmyer, seconded by Cupples to approve the Internet Auction Agreement with Purple Wave to dispose of assets for Jasper County.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the Board of Supervisors minutes from December 2, 2025.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Cupples, seconded by Nearmyer to reappoint Jody Eaton to the Board of Health effective January 1, 2026, to December 31, 2029.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Cupples, seconded by Nearmyer to enter into a closed session requested by Scott Nicholson in accordance with Iowa Code Section 21.5(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

YEA: NEARMYER, CUPPLES, TALSMA

ROLL CALL: NEARMYER, CUPPLES, TALSMA

Motion by Nearmyer, seconded by Cupples to come out of closed session.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Cupples, seconded by Nearmyer to adjourn the Tuesday, December 9, 2025, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER, CUPPLES, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman