

**CONTRACT BETWEEN**  
**CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT**  
**AND**  
**DUSTIN HOLLAND, MD, MPH, FACEP**  
**FOR**  
**INDEPENDENT CONTRACTED MEDICAL DIRECTOR SERVICES**

This Contract for Professional Services by an Independent Contractor (the "Contract") is entered into by and between the CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT ("District"), a political subdivision of the State of Nevada, and DUSTIN HOLLAND, MD a sole proprietor ("Contractor"). The District and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

*WHEREAS*, the District requires the professional services of independent contractors; and

*WHEREAS*, It is deemed that the services of Contractor are both necessary, desirable, required by Nevada Law, and in the best interests of the District; and

*WHEREAS*, Contractor represents that he is licensed to practice medicine in the State of Nevada and is qualified, equipped, ready, willing and able to perform and render the services hereinafter described.

Now, THEREFORE, In consideration of the mutual promises and covenants herein made, the District and Contractor mutually agree as follows:

**1. EFFECTIVE DATE OF CONTRACT.**

This Contract shall be effective October 1, 2026, through September 30, 2027. The contract shall be automatically renewed on October 1 of each successive year unless either party exercises termination under paragraph 6.

**2. SERVICES TO BE PERFORMED.**

The Contractor will serve as the Medical Director for Central Lyon County Fire Protection District and perform those duties as described in attachment A and those specifically outlined in Nevada Administrative Code 450B.505.

**3. PAYMENT FOR SERVICES.**

Contractor agrees to provide the services set forth at a negotiated cost not to exceed the amounts below, unless prior written authorization is received from the Chief of the District. The District will pay the Contractor for services provided on an annual basis. The cost for services shall increase at, and not to exceed, 5% of the previous year for each successive annual contract should neither party request the other party to negotiate the cost for automatic renewing annual contracts.

2026: \$21,879.11  
2027: \$22,973.07  
2028: \$24,121.72  
2029: \$25,327.81  
3030: \$26,594.20

**4. INDEPENDENT CONTRACTOR STATUS.**

The Parties agree that Contractor shall have the status of an independent contractor. This contract, by explicit agreement of the Parties, includes the understanding that Contractor is not an employee of the District and that there will be no:

- (1) Withholding of income taxes by the District;
- (2) Industrial insurance coverage provided by the District;
- (3) Participation in group Insurance plans which may be available to employees of the District;
- (4) Participation or contributions by either the independent contractor or the District to the public employee's retirement system;
- (5) Accumulation of vacation leave or sickleave;
- (6) Unemployment compensation coverage provided by the District if the requirements of NRS 612.085 for independent contractors are met.

**5. INDUSTRIAL INSURANCE.**

Industrial Insurance is defined in Nevada Revised Statutes (NRS) 616 A to 617. The purpose of Industrial Insurance is to ensure the quick and efficient payment of compensation to employees who are injured or disabled at a reasonable cost to the employers. The District has entered into a contract for professional services, and the Contractor is an Independent Contractor who will not be provisioned with Industrial Insurance from the District. Contractor further agrees, as a precondition to the performance of any work under this contract, and as a precondition to any obligation of the District to make any payment under this contract, to provide the District with a work certificate issued by a qualified insurer in accordance with NRS 616B.627 or an affidavit electing to accept the terms in accordance with NRS 616B.659.

Contractor may, in lieu of furnishing a certificate of an Insurer, provide an affidavit indicating that he is a sole proprietor and that:

- 1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions, and provisions of chapters 616A to 616D, inclusive, of NRS; and
- 2. Is otherwise in compliance with those terms, conditions and provisions.

The acceptance of terms under NRS 616B.659 does not forego any insurance coverage provided by the District's general liability policies when functioning as the Medical Director.

**6. TERMINATION OF CONTRACT.**

Either Party may revoke this Contract without cause prior to the end of the term set forth in paragraph (1), provided that a revocation shall not be effective until 30 days after a Party has served written notice upon the other Party. The Contractor shall reimburse the District for a pro-rated amount of the annual payment for work not performed through the end of the terminated contract.

**7. LICENSING AND PROFESSIONAL HEALTH CARE LIABILITY.**

Contractor agrees to maintain his medical license in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain this license will result in immediate termination of this contract. The District agrees to reimburse the actual cost for Contractor to maintain Professional Health Care Liability in the position of Medical Director for Central Lyon County Fire Protection District for during the term of this Contract. . Specifically, providing coverage for the duties as a medical director to include, protocols, maintaining staff compliancy, training, continuing education, credentialing, direct patient care, and employment issues which might include being involved in hiring or termination practices. The Contractor is responsible to verify that Professional Health Care Liability coverage

provisions are sufficient for direct medical care provided in the field, when functioning as the Medical Director for the District.

Contractor agrees to remain insurable by FAIRA, the District's Liability insurance carrier, for the duration of this agreement. A copy of the Contractor's medical license must remain on file with the District at:

Central Lyon County Fire  
Protection District  
246 Dayton Valley Road,  
suite 106  
Dayton, Nevada 89403

**8. CONSTRUCTION OF CONTRACT.**

This Contract shall be construed and interpreted according to the laws of the State of Nevada and any litigation surrounding this Contract must be filed and litigated in the Ninth Judicial District Court, in and for the County of Lyon, State of Nevada.

**9. APPLICABLE LAWS.**

Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this Contract including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

**10. ASSIGNMENT.**

Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract unless made in accordance with the provisions of NAC 450B.505 (5) and only with the prior written authorization of the Chief of the Central Lyon County Fire Protection District.

**11. CENTRAL LYON FIRE INSPECTION.**

The books, records, documents and accounting procedures and practices of Contractor related to this Contract shall be subject to audit by the District, including, but not limited to, the contracting agency, the District's Legal Counsel or any authorized representative of those entities.

**12. DISPOSITION OF CONTRACT MATERIALS AND COPYRIGHT.**

Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the District and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the District upon completion of the project, or termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this Contract without the prior written consent of the District.

**13. PUBLIC RECORDS LAW.**

Contractor expressly agrees that all documents ever submitted, filed, or deposited with the District by Contractor (including those remitted to the District by Contractor pursuant to Paragraphs 4, 5, 7, and 11 of the Contract), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS 239 and shall be available for inspection and copying by any person, as defined in NRS §0.039, or governmental entity.

**14. INDEMNIFICATION.**

Contractor agrees to indemnify and save and hold the District, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by Contractor.

**15. MODIFICATION OF CONTRACT.**

This Contract constitutes the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**16. HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT.**

The Contractor agrees to follow the requirements of the Health Information Portability and Accountability Act, as amended, and more fully outlined in Attachment B.

**17. PHOTOGRAPHIC LIKENESS.**

The Contractor allows the District to take photographs of the Contractor while in the workplace for purposes of training, advertising and awareness.

**18. CONTROLLED SUBSTANCES**

The Contractor agrees to obtain and maintain a valid DEA license and Nevada CS and agrees to order controlled substances requested by the District for out-of-hospital patient care. The District agrees to receive, store, and track all controlled substances in accordance with established standards and immediately report any missing, lost, or misused substances to the Contractor. The District assumes all responsibility for appropriate storage and accountability of controlled substances. The system of controlled substance storage will be approved by the District and Contractor. The district will reimburse or directly cover the cost of DEA and CS applications and renewals.

*IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.*

**MEDICAL DIRECTOR**



Dustin Holland, MD, MPH, FACEP

5/4/2026

(Date)

**CENTRAL LYON FIRE PROTECTION DISTRICT**



Tim McHargue, District Fire Chief

5/5/2025

(Date)

## ATTACHMENT A

### Duties of the Medical Director

The duties of the Medical Director for the Central Lyon County Fire Protection District shall be in accordance with Nevada Administrative Code Section 450B.505 and as set forth below:

1. Each service providing emergency care must:
  - (a) Apply for and receive a permit from the Division; and
  - (b) Have a medical director who is responsible for developing, carrying out and evaluating standards for the provision of emergency care by the service.
2. The medical director of a service shall:
  - (a) Establish medical standards which:
    - (1) Are consistent with the national standard which is prepared by the National Highway Traffic Safety Administration of the United States Department of Transportation as a national standard for the level of service for which a permit is issued to the service or an equivalent standard approved by the Administrator of the Division and which are approved by the board;
    - (2) Are equal to or more restrictive than the national standard prepared by the National Highway Traffic Safety Administration of the United States Department of Transportation or an equivalent standard approved by the Administrator of the Division and adopted by the state emergency medical system; and
    - (3) Must be reviewed and maintained on file by the Division or a physician active in providing emergency care who is designated by the Division to review and make recommendations to the Division.
    - (4) Direct the emergency care provided by any licensed attendant who is actively employed by the service.
3. The appointment of a medical director must be approved by the Division or a physician with experience in emergency care who is designated by the Division to approve those appointments. The medical director must:
  - (a) Be a physician;
  - (b) Have experience in and current knowledge of the emergency care of patients who are acutely ill or injured;
  - (c) Have knowledge of and access to local plans for responding to emergencies;
  - (d) Be familiar with the operations of a base hospital, including communication with, and direction of, personnel who provide emergency care;
  - (e) Be actively involved in the training of personnel who provide emergency care;
  - (f) Be actively involved in the audit, review and critique of emergency care provided by personnel;
  - (g) Have knowledge of administrative and legislative processes affecting local, regional and state systems that provide emergency medical services;
  - (h) Have knowledge of laws and regulations affecting local, regional and state systems that provide emergency medical services; and
  - (i) Have knowledge of procedures and treatment for adult, pediatric and trauma resuscitation.
4. The medical director of a service which is licensed by another state who meets the requirements of that state to serve as a medical director shall be deemed to satisfy the requirements of subsection 3 if he or she submits proof to the Division that he or she has satisfied the requirements of that state.
5. A medical director of a service may:
  - (a) In consultation with appropriate specialists and consistent with the national standard prepared by the National Highway Traffic Safety Administration of the United States

- Department of Transportation or an equivalent standard approved by the Administrator of the Division, establish medical protocols and policies for the service;
- (b) Recommend to the Division the revocation of licensure of personnel who provide emergency care;
  - (c) Approve educational requirements that meet the requirements of the national standard prepared by the National Highway Traffic Safety Administration of the United States Department of Transportation or an equivalent standard approved by the Administrator of the Division and proficiency levels for instructors and personnel of the service;
  - (d) Approve educational programs within the service that are consistent with the national standard prepared by the National Highway Traffic Safety Administration of the United States Department of Transportation or an equivalent standard approved by the Administrator of the Division;
  - (e) Suspend a licensed attendant within that service pending review and evaluation by the Division;
  - (f) Establish medical standards for dispatch procedures to ensure that the appropriate response units are dispatched to the scene of a medical emergency and appropriate emergency medical dispatch care is provided before the arrival of the dispatched response units;
  - (g) Establish criteria and procedures to be used when a patient refuses transportation;
  - (h) Establish medical criteria for the level of care and type of transportation to be used for emergency care;
  - (i) Establish medical criteria for the level of care provided for a situation in which a person on the scene is treated and released;
  - (j) Establish standing orders and procedures and the criteria under which the providers of emergency care may operate before initiating contact with a physician at a base station; and
  - (k) Conduct an audit to ensure the quality of the medical system of the service in conjunction with the activities of the designated base hospital or health facility.
6. The medical director of the service may delegate his or her duties to any other qualified physician. If the medical director of the service wishes to delegate his or her duties pursuant to this subsection, he or she shall provide written notification to the Division before delegating his or her duties.
  7. If a medical director of a service wishes to resign, he or she:
    - (a) Shall provide written notification of such intentions to the Division and the service not less than 30 days before the effective date of the resignation; and
    - (b) May provide recommendations for an interim replacement.
  8. If the medical director of a service is unable to carry out his or her responsibilities, he or she shall designate an alternate physician to assume the duties of the medical director.

Central Lyon County Fire Protection District requirements:

1. Serve as the patient advocate within our EMS System;
2. Attend two (2) scheduled EMS Meetings per year with the EMS Committee to conduct the oversight of our medical services;
3. Meet with the District's EMS coordinator (chief) on an annual basis to ensure continuity of communications in regard to EMS operations, personnel, and training.
4. Meet in person with the District Fire Chief on an annual basis, preferably during the winter months.
5. Be accessible, as needed, as the District's primary Quality Assurance Provider.
6. Provide a minimum of three (3) educational classes per year or teaching support to the EMS committee;
7. Provide medical direction to the District, in advisory to the Lyon County Sheriff's Communication Center, on communication center systems for EMS operations, if necessary;

8. Process in a timely fashion forms and documents necessary for the operations of the District's EMS system;
9. Represent the District within the medical community, acting as a liaison with other regional agencies' medical directors, receiving facilities, long-term care facilities, and among others;
10. Working with assigned District personnel, conduct at a minimum one (1) annual review of all District protocols and make necessary modifications.
11. While not having any direct supervisory authority over District employees, the medical director may participate in matters regarding the licensing, credentialing, suspension, and/or termination of the individual required professional licenses of District personnel and as prescribed by law. The Medical Director may be required to participate in any and all employee matters related to professional practice up to and including matters of discipline at all levels. The Medical Director will be considered a confidential contractor of the District.

***Reviewed and Acknowledged***

By:   
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Dustin Holland, MD, MPH, FACEP

Date: 5/4/2026

## ATTACHMENT B

### HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT

This "Attachment B - Health Information Portability and Accountability Act" Is made part of this Agreement to ensure that Contractor will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Central Lyon County Fire Protection District in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F- Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D- Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

#### A. General Provisions

1. **"Contractor"** shall mean Dustin Holland, MD, MPH, FACEP
2. **Meaning of Terms** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
3. **Regulatory References** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
4. **Interpretation** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

#### B. Obligations of Contractor

Contractor agrees that he will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Central Lyon County Fire Protection District any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Central Lyon County Fire Protection District without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

- 5 Make PHI a designated record set available to Central Lyon County Fire Protection District and to an individual who has a right of access in a manner that satisfies Central Lyon County Fire District's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
- 6 Make any amendment(s) to PHI in a designated record set as directed by Central Lyon County Fire Protection District, or take other measures necessary to satisfy Central Lyon County Fire District's obligations under 45 CFR §164.526;
- 7 Maintain and make available Information required to provide an accounting of disclosures to Central Lyon County Fire Protection District or an individual who has a right to an accounting within 60 days and as necessary to satisfy Central Lyon County Fire District's obligations under 45 CFR §164.528;
- 8 To the extent that Contractor is to carry out any of Central Lyon County Fire Protection District's obligations under the HIPAA Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to Central Lyon County Fire District when it carries out that obligation;
- 9 Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of Central Lyon County Fire Protection District, available to the Secretary of the Department of Health and Human Services for purposes of determining Contractor and Central Lyon County Fire Protection District's compliance with HIPAA and the HITECH Act;
- 10 Restrict the use or disclosure of PHI if Central Lyon County Fire Protection District notifies Contractor of any restriction on the use or disclosure of PHI that Central Lyon County Fire Protection District has agreed to or is required to abide by under 45 CFR §164.522; and
- 11 Central Lyon County Fire Protection District is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Contractor agrees to assist Central Lyon County Fire Protection District in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Central Lyon County Fire Protection District's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Central Lyon County Fire Protection District agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Central Lyon County Fire Protection District of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Central Lyon County Fire Protection District of any threat of identity theft as a result of the incident.

**C. Permitted Uses and Disclosures by Contractor**

The specific uses and disclosures of PHI that may be made by Contractor on behalf of Central Lyon County Fire Protection District include:

- 1 The review of patient care Information for providing advice to Central Lyon County Fire Protection District concerning a particular emergency medical services incident;
- 2 The review of patient care Information and other medical records and submission of that information to carriers, insurers, and other payers and assisting Central Lyon County

- Fire Protection District in an insurance or Medicare audit or other similar action; and
- 3 Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Contractor has been engaged to perform on behalf of Central Lyon County Fire Protection District.

**D. Termination**

- 1 Central Lyon County Fire Protection District may terminate this Agreement if Central Lyon County Fire District determines that Contractor has violated a material term of the Agreement.
- 2 If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement, if feasible.
- 3 Upon termination of this Agreement for any reason, Contractor shall return to Central Lyon County Fire Protection District or destroy all PHI received from Central Lyon County Fire District, or created, maintained, or received by Contractor on behalf of Central Lyon County Fire Protection District that Contractor still maintains in any form. Contractor shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

***Reviewed and Acknowledged***

By:   
Dustin Holland, MD, MPH, FACEP

Date: 5/4/26