



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 18, 2021

Staff Contact: Nicki Aaker (naaker@carson.org)

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of a County Health Officer for Carson City and whether to approve Contract No. 20300270, County Health Officer, for a term beginning March 1, 2021 and terminating on December 31, 2022, for an amount not to exceed \$2,500 per month for a total amount of \$55,000 to be funded from the Health Administration Professional Services account in the General Fund. (Nicki Aaker, naaker@carson.org)

Staff Summary: Dr. Susan Pintar is currently serving as Carson City's Health Officer and her contract expires on February 28, 2021. The vacancy was advertised on the City's website and with the local news organizations and the Nevada State Medical Association which sent notice to all of its members regarding the vacancy and posted the advertisement on its fact sheet. The City received one application for the vacancy from Dr. Colleen Lyons.

Agenda Action: Formal Action / Motion **Time Requested:** 30 minutes

Proposed Motion

I move to appoint Dr. Colleen Lyons as the Carson City Health Officer and to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

December 17, 2020 – The Board of Supervisors approved Amendment No. 1 to Contract No. 1819-149 to extend the appointment of Dr. Susan Pintar until February 28, 2021.

Dr. Pintar was first appointed as the Carson City Health Officer in 2010 and has been re-appointed every two years.

Background/Issues & Analysis

On December 17, 2020, Dr. Susan Pintar's contract was extended to February 28, 2021 to allow more time for the City to recruit for a new County Health Officer. Pursuant to NRS 439.290 and CCMC 9.01.030 and 9.01.040, the Carson City Health Officer is an independent contractor appointed by the Carson City Board of Supervisors on or before January 1st next following each general election for a two-year term or until his or her successor is appointed and qualified. In appointing the health officer, the Board must consider the candidate's education in public health, training, experience, and interest in public health and related programs. This contract

is not adapted to competitive bidding pursuant to NRS 332.115(1)(b) because it is a contract for professional services. Pursuant to NRS 439.320 and CCMC 9.01.030, the Carson City Health Officer is the Executive Officer of the Carson City Board of Health and acts as chairperson of the Carson City Board of Health.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b), 439.290 and 439.300; and CCMC 9.01.030 and 9.01.050

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund - Health Administration Professional Services account - 1016800-500309.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: There are 4 months remaining in FY21; therefore, 1/3rd of the fiscal year contract price of \$10,000 will be paid in FY 2021. Available budget in FY 2021 is \$26,791. FY 2022 will be the full contract payment of \$30,000, and base budget which should be available is \$40,391, once the FY22 Budget is approved in May.

Alternatives

Do not approve the appointment and provide alternative direction to staff.

Attachments:

[C. Lyons Application.pdf](#)

[20300270 Draft Contract.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)



Carson City Health Officer Application

INSTRUCTIONS

This application must be filled out completely. Please see the announcement for further instructions.

To return application in person or by mail:
Human Resources • 201 N. Carson St., Suite 4 • Carson City, NV 89701
Applications may also be submitted via email to: cchr@carson.org

APPLICANT INFORMATION

Last Name	Lyons	First Name	Colleen	Middle Initial	C
Home Address	706 Hillcrest Road	City	Carson City	State	NV Zip 89703
Mailing Address	706 Hillcrest Road	City	Carson City	State	NV Zip 89703
Home Telephone Number	(775) 882-5223	Work Telephone Number	(775) 882-5223	Email Address	ccl Lyons223@gmail.com

YES NO

Are you licensed to practice medicine in Nevada?

YES NO

Are you related to any Carson City elected official, Department Director, Deputy Director, City Manager, Deputy City Manager or any member of a Carson City Board of Health? If yes, please list their name, the organizational unit they work with and their family relationship to you. If more room is needed, please use a separate sheet of paper.

Family Member's Name	Organizational Unit They Work For	Relationship To You
		<input checked="" type="radio"/>
		<input type="radio"/>

YES NO

Have you ever been employed by Carson City? If yes, please give date(s), job title(s), department location(s) and reason(s) for separation. If more room is needed, please use a separate sheet of paper.

Date	Job Title	Department Location	Reason For Separation
			<input checked="" type="radio"/>
			<input type="radio"/>

YES NO

RECEIVED

JAN 26 2021

Carson City
Human Resources

EDUCATION AND TRAINING

NAME OF GRADUATE SCHOOL	LOCATION (City, County, State)	DEGREE OBTAINED
UNR School of Medicine	Reno, NV	Medical Degree

List certificates, licenses and registrations you possess applicable to the position:
 American Board of Family Medicine Certification, Nevada Medical License

Please read the following statement carefully before signing and dating this application form.

I hereby certify that all statements made in this application are true. I understand that any misrepresentation, falsification, or material omission of information may result in my failure to receive this selection. I understand that neither this document, nor any offer from Carson City constitutes an employment contract and that I must enter into an independent contractor contract if selected by the Carson City Board of Supervisors.

I hereby acknowledge that I have read and agree to the above statements.

X Colley C. Fowles MD
 Signature/Acknowledgement

X 15 Jan 2021
 Date Signed

Individuals requiring an accommodation during the application and/or selection process should notify Human Resources at (775) 887-2103 prior to the filing deadline.

**THIS APPLICATION AND THE SUPPORTING DOCUMENTS
 ARE A PUBLIC RECORD**

Colleen C. Lyons, MD

706 Hillcrest Road
Carson City, NV 89703
775.882.5223
ccl Lyons223@gmail.com

January 26, 2021

Human Resources Department
201 North Carson St., Suite 4
Carson City, Nevada 89701

Re: Health Officer Appointment

I have a long interest in medical systems and the provision of healthcare in the United States, starting with bioethics in undergraduate school and now my application for the Carson City Health Officer position. I practiced family medicine in the U.S. Army for seven years, followed by private practice for 19 years in Carson City, the majority of those years in solo practice with a nurse practitioner employee, and most recently five years with the Veterans Administration (VA) in a Community Based Outpatient Clinic (CBOC) in Gardnerville. Thus, I have been a physician business owner and government employee. In the military, the private sector, and the VA, I have worked with varied licensed team-members to care for a myriad of patients from newborns to the elderly, from hospitalized patients (18 years at Carson Tahoe Hospital) to hospice patients.

My practice in Carson City was the first in Carson to be fully computerized with an Electronic Health Record (EHR) and the first in the state of Nevada to receive the National Committee for Quality Assurance (NCQA) certification for being a level 2 of 3 (three being the highest level) Patient-Centered Medical Home (PCMH).

Additionally, I have a deep career interest in patient education and the promotion of primary care as the pillar of quality care in America. I hosted the public access TV show HealthSmartTV (motto - "Good Health is in Your Hands") for many years in Carson City. And I have a long relationship with the Nevada Academy of Family Physicians (NAFP), currently serving as the volunteer editor of Nevada Family Physician magazine - the quarterly professional publication of the NAFP distributed to over 800 family physicians in Nevada and all the other American Academy of Family Physicians (AAFP) chapters in the U.S.

Currently, my medical credentials are pending approval of Carson Tahoe Hospital in order to volunteer as a physician provider one-half day a week at the Ross Clinic, run by FISH here in Carson City. I have already reviewed the Ross Clinic policies and procedures manual and have provided numerous recommendations including volunteering to serve as the QA and Peer Review provider to insure the clinic maintains its federal malpractice coverage. I anticipate teaching first and second year medical students there with possibly two additional half-days in Reno per month. The latter time in Reno, will depend on the demands of the Health Officer position, which no doubt will take time to fully grasp as a new member of the team.

In regards to the health officer scope of work provided to me by the Carson City Health and Human Services Clinical Services Manager, Roni Galas, RN, BSN, I have had military training in chemical weapons, triage, and mass causality drills. I was a certified CLIA lab manager and provided children's vaccinations in my private practice. I was the Quality Assurance officer & HIV provider during my military service and participated in regular peer reviews while working for the VA. This past year I received continuing medical education (CME) in the Medical Care of Vulnerable and Underserved Populations with UCSF (25 hours) and Infectious Diseases in Primary Care through Harvard Medical Center (23 hours). I let my DEA license expire approximately a year ago, as I had no need to prescribe controlled substances, but anticipate no problem in renewing it as required for acceptance of the federal Chempack.

In conclusion, I have no hesitancy in applying for this position and hope to be contracted as the Carson City Health Officer, a position in which I can make a difference. While Covid will be the focus of our community health efforts for sometime yet, one of my interests would be in adding an educational program to prevent diabetes, heart disease and stroke among Carson residents, targeting those with metabolic syndrome - nearly 30% of our Nevada population.

Caring to make a difference,



Colleen C. Lyons, MD



**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**
9600 Gateway Drive Reno, NV 89521
775/688-2559 - www.medboard.nv.gov

This certifies that Colleen Caralyn LYONS, M.D.
holds Active Status Medical Doctor licensure
in the state of Nevada in accordance with Nevada
Revised Statutes Chapter 630.

License Number Issued: 07/01/1988
5698 Expires: 06/30/2021

Dharmendra K. Khatiwada

President, Nevada State Board of Medical Examiners



American Board of Family Medicine, Inc.

Quality Healthcare, Public Trust . . . Setting the Standards in Family Medicine

ID: 053769

/341119

May 2016

Colleen Caralyn Lyons, M.D.
1330 Waterloo Lane, #101
Gardnerville, NV 89410

Dear Doctor Lyons:

CONGRATULATIONS! We are pleased to announce that you have passed the 2016 Maintenance of Certification for Family Physicians (MC-FP) Examination given by the American Board of Family Medicine. You may obtain a detailed analysis of your performance via a link in your Physician Portfolio. As of April 11, 2016, you have successfully completed the MC-FP examination requirement for becoming a certified Diplomate of the American Board of Family Medicine. Certification is contingent upon meeting multiple requirements, and after verifying you have met all the requirements you will receive an email from the ABFM of your certification status.

After achieving certification status, you will begin the continuous Maintenance of Certification for Family Physicians (MC-FP) process, which replaces the previous recertification process. With this continuous process, your certificate has no expiration date, but instead is valid for as long as you successfully meet the requirements of MC-FP. In general, you now have a 10-year examination requirement, and you have three years to complete each Stage of your other MC-FP requirements.

Each 3-year Stage will have the same requirements:

- 50 MC-FP points (acquired by completion of modules) per 3-year Stage
 - A minimum of 1 SAM (most worth 15 points)
 - A minimum of one Part IV Module (PPM or approved alternative) (most worth 20 points)
 - One additional Part II Module or Part IV Module
- Completion of 150 CME Credits
- You must continuously maintain a currently valid, full, unrestricted license to practice medicine in the United States or Canada, and comply with the ABFM Guidelines for Professionalism, Licensure and Personal Conduct.

This letter does not reflect verification, only the results of your MC-FP examination. Once you are certified, you will be able to access your certification verification letter at the ABFM website: www.theabfm.org.

Since all communication with you is done electronically, it is very important that we always have your current and valid email address. You can update this information on our website at www.theabfm.org. If you need assistance, please call the Support Center toll-free at 877-223-7437.

Our best wishes for your continued success.

Sincerely,

James C. Puffer, M.D.

President and Chief Executive Officer

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) LYONS, COLLEEN CAROLYN		2. DEPARTMENT, COMPONENT AND BRANCH ARMY/USARMC		3. SOCIAL SECURITY NO. [REDACTED]	
4.a. GRADE, RATE OR RANK MAJ	4.b. PAY GRADE 04	5. DATE OF BIRTH (YYMMDD) 580223		6. RESERVE OBLIG. TERM. DATE Year 00 Month 00 Day 00	
7.a. PLACE OF ENTRY INTO ACTIVE DUTY SPARKS, NV		7.b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) 4695 ASTER DRIVE RENO, NV 89502			
8.a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND USA MEDAC FT CFD CA HSC HS		8.b. STATION WHERE SEPARATED FORT CFD, CA			
9. COMMAND TO WHICH TRANSFERRED USARCG (IRR) APERPOEN, 9700 PAGE BLVD, ST. LOUIS, MO 63132-5200				10. SGLI COVERAGE <input type="checkbox"/> None Amount: \$ 100,000.00	
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 61H FAMILY PHYSICIAN--07 YRS/NOTHING FOLLOWS		12. RECORD OF SERVICE			
		a. Date Entered AD This Period	85	06	21
		b. Separation Date This Period	92	06	30
		c. Net Active Service This Period	07	00	10
		d. Total Prior Active Service	00	04	15
		e. Total Prior Inactive Service	04	01	03
		f. Foreign Service	01	00	00
		g. Sea Service	00	00	00
		h. Effective Date of Pay Grade	91	06	22
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) ARMY COMMENDATION MEDAL//ARMY ACHIEVEMENT MEDAL (SECOND OAK LEAF CLUSTER)//NATIONAL DEFENSE SERVICE MEDAL//ARMY SERVICE RIBBON//OVERSEAS SERVICE RIBBON//MULTINATIONAL FORCE AND OBSERVERS MEDAL (2)//ARMY LAPEL BUTTON//NOTHING FOLLOWS					
14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) COMBAT CASUALTY (AVOID) COURSE, 2 WKS, APR 86//NOTHING FOLLOWS					
15.a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM		Yes	No	15.b. HIGH SCHOOL GRADUATE OR EQUIVALENT	
			X		
				16. DAYS ACCRUED LEAVE PAID 30.0	
17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
18. REMARKS SUBJECT TO ACTIVE DUTY RECALL AND/OR ANNUAL SCREENING//THE INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPUTER MATCHING WITHIN THE DEPARTMENT OF DEFENSE OR WITH ANY OTHER AFFECTED FEDERAL OR NON-FEDERAL AGENCY FOR VERIFICATION PURPOSES AND TO DETERMINE ELIGIBILITY FOR, AND/OR CONTINUED COMPLIANCE WITH, THE REQUIREMENTS OF A FEDERAL BENEFIT PROGRAM//NOTHING FOLLOWS					
19.a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code) 4695 ASTER DRIVE RENO, NV 89502			19.b. NEAREST RELATIVE (Name and address - include Zip Code) PALLA G. LYONS SAVE AS BLOCK 19a		
20. MEMBER REQUESTS COPY 6 BE SENT TO NV DIR. OF VET AFFAIRS <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) DAVID R. HANSON, CPT, AG, CHIEF, MIL PERS DIV			
21. SIGNATURE OF MEMBER BEING SEPARATED <i>Colleen Lyons</i>					

DD Form 214, NOV 88

Previous editions are obsolete.

MEMBER - 1

23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY		24. CHARACTER OF SERVICE (Include upgrades) HONORABLE	
25. SEPARATION AUTHORITY AR 635-100, PARA 3-48c(1)	26. SEPARATION CODE MEK	27. REENTRY CODE NA	
28. NARRATIVE REASON FOR SEPARATION EXPIRATION OF TERM OF SERVICE			
29. DATES OF TIME LOST DURING THIS PERIOD NONE		30. MEMBER REQUESTS COPY 4 Initials	

COLLEEN C. LYONS, MD
Board Certified Family Physician
Curriculum Vitae

EDUCATION

FAMILY MEDICINE RESIDENCY * June 1988
Silas B. Hayes Army Community Hospital - Fort Ord, California

DOCTOR OF MEDICINE * May 1985
University of Nevada School of Medicine - Reno, Nevada

BACHELOR OF SCIENCE IN PRE-MEDICINE * May 1981
University of Nevada - Reno, Nevada

PROFESSIONAL EXPERIENCE

VOLUNTEER EDITOR for NEVADA FAMILY PHYSICIAN * 2018 - Present
36 page quarterly journal distributed to 900 Family Physicians and Nevada Healthcare System Stakeholders

STAFF PRIMARY CARE PHYSICIAN * January 2012 - January 2017
VA Sierra Nevada Health Care System
Serving 1200 veterans in a Community Based Outpatient Clinic (CBOC) in Gardnerville, Nevada. Team leader for Patient Aligned Care Team (PACT) consisting of RN, LPN and Medical Staff Assistant (MSA)
Sole full-time physician for 3 provider clinic for the first 2 years of employment, while recruitment efforts to replace departed physicians were ongoing. Thus, patient panel acuity was approximately 20% higher than Sierra Nevada Health Care System primary care average.
Provided primary medical consultation for clinic's clinical pharmacist, psychiatrist, LCSW and APN.

OWNER, ASPEN FAMILY MEDICAL, LLC * January 2003 - January 2011
NCQA Certified as a Patient Centered Medical Home (PCMH)
Recognized at Level 2 of 3 * February 2011 - February 2014
Qualified for Medicare Diabetes Physician Quality Reporting Initiative (PQRI)
Provided full spectrum family medicine minus OB care to 2600 active patients, newborns to elderly, including inpatient care for practice and 5 physician call group
Employed 2 part-time Family Nurse Practitioners and 4 FTE support staff
Established the first fully computerized medical office in Carson City, Nevada (including EMR, website with patient email and clinical decision support)
Active Staff, Carson Tahoe Regional Medical Center * 1992 - 2011
Serving a tri-county population of 150,000 in a 144 bed facility

Carson Tahoe Regional Medical Center Medical Staff positions:

Chair of Ethics Committee * 2004 - 2011
Medical Director of Diabetes Advisory Board * 2001 - 2007
Physician Champion of Patient Education Committee * 2005 & 2006
Active Staff, Carson Rehabilitation Center * 1998 - 2011
Active Staff, Sierra Surgery Hospital * 2005 - 2011
Host, HealthSmartTV program on local public access channel * 1996 - 2011
Alternate Delegate, Nevada Academy of Family Physicians * 2008 & 2009
President, Nevada Academy of Family Physicians * 2004 & 2005
President Elect, Nevada Academy of Family Physicians * 2003
Trustee, Nevada Academy of Family Physicians Foundation * 2003 - 2006

CO-OWNER, DESERT SAGE MEDICAL, LTD * January 1999 - December 2002
Vice-Chair, Physicians Managed Care IPA * December 1995 - October 1999
Secretary/Treasurer, Nevada Academy of Family Physicians * 2002
Director, Nevada Academy of Family Physicians * 1997 - 2002
Chair, Healthy Communities Initiative in Carson City, Nevada * 1998 - 2000
Board Member, HealthSmart 501(c)3 * 1996 - 2002

SOLO FAMILY PHYSICIAN * September 1992 - December 1998

As active staff at Carson Tahoe Hospital:

Chairman, Infection Control Committee * 1995
Member, Continuing Medical Education Committee * 1994
Member, Physician Hospital Organization (PHO) Steering Committee * 1995
Completed Management Education and Development Program of American College of
Medical Practice Executives affiliated with MGMA (120 hours) * 1995

STAFF EMERGENCY PHYSICIAN * July 1992

NP Medical Group, Inc.

Providing urgent care services at Silas B. Hayes Army Community Hospital

STAFF FAMILY PHYSICIAN * August 1989 - June 1992

Silas B. Hayes Army Community Hospital

Serving an active duty, dependent and retired population of 90,000 at Fort Ord, California

Associate Faculty, Family Medicine Residency

Behavioral Science Instructor

HIV Primary Care Coordinator

Quality Assurance Clinic Coordinator - clinic consisted of 4 Family Physicians & 2

Physician Assistants with affiliated support staff

STAFF FAMILY PHYSICIAN * August 1990 - February 1991

Womack Army Community Hospital

Serving an active duty, dependent and retired population of 250,000 at Fort Bragg, North Carolina

Associate Faculty, Family Medicine Residency

Quality Assurance Clinic Coordinator

US ARMY MEDICAL CLINIC COMMANDER * 1988 - 1989

Multinational Force & Observers: South Camp - Sinai, Egypt

Serving a multinational force of 1200 with a multidisciplinary staff of 20

LICENSURE and CERTIFICATION

Diplomat American Board of Family Medicine

Licensed by the Nevada State Board of Medical Examiners

~~Licensed by Medical Board of California~~ *Expired*

Fellow American Academy of Family Physicians

Prior ACLS, PALS and ATLS certifications

HONORS and AWARDS

Post Residency:

Voted one of the best doctors in Carson City by the Nevada Appeal Readers' Choice Awards * 2001, 2002, 2005 & 2006

Carson Hospital Hospital Circle of Excellence * Second Quarter 2000

Making a Difference for Women Award - Soroptimist International of Carson City * 1998

US Army Meritorious Service Medal for exceptional competence while serving at Silas B. Hayes Army Community Hospital * June 1992

US Army Achievement Metal, Operation Desert Shield, for meritorious service at Womack Army Community Hospital * February 1991

US Army Commendation Metal for meritorious service with the Multinational Force & Observers in Sinai, Egypt * July 1989

Medical School:

US Army Health Professionals Scholarship

Greg Gardner Memorial Award for individual initiative

Undergraduate:

Graduated with Distinction

Phi Kappa Phi (Honor Society)

President, Alpha Epsilon Delta (Pre-Medical Society)

Leadership roles in Service Society, Student Government and University Seminars

Received a total of 7 scholarships

AAFP NATIONAL RESEARCH NETWORK CLINICIAN

- “Refer-Go-Quit” with UMASS Medical School * 2010
- “Evaluation of AAFP Metric with PEF Quality Improvement Program” * 2008
- “Americans in Motion - Healthy Interventions” * 2007 - 2009
- “Evaluating Tool for Health Promotion & Disease Prevention - Family Healthware Study” * 2005

SPEAKING ENGAGEMENTS

- Western Nevada Toastmasters International
 - “Improved Medicare for All” - several presentations * February - June 2018
- Carson Tahoe Regional Medical Center
 - “Ethics: Non-Beneficial Treatment” - panel member * November 2010
 - “Avoiding and Resolving Ethical Conflicts” * May 2008
 - “End of Life Care: Bioethics 101 and Advance Directives” * October 2006
- Carson Tahoe Cancer Center: Cancer 101 - Public Lecture Series
 - “Making Your Wishes Known...End of Life Decision Making” * April 2007
- Nevada Academy of Family Physicians Winter CME Conference
 - “Why Ethics?” and “Avoiding and Resolving Ethical Conflicts” * January 2006

PROFESSIONAL ASSOCIATIONS

- Fellow American Academy of Family Physicians (AAFP)
- National Association of VA Physicians and Dentists (NAVAPD)
- Physicians for a National Health Program (PNHP)

PERSONAL MEMBERSHIPS

- | | |
|--|--------------------------------|
| Toastmasters International | Sierra Club |
| Friends of the Carson City Library | Nature Conservancy |
| Nevada Humane Society | Citizens Climate Lobby |
| Muscle Powered | Rails to Trails Conservancy |
| Carson City Brewery Arts Center | League of Women Voters |
| Nevada Museum of Art | American Civil Liberties Union |
| National Museum of Women in the Arts | Amnesty International USA |
| Nevada State Museum | Heifer International |
| Public Broadcasting Service (PBS) | Human Rights Campaign |
| National Public Radio (NPR) | |
| Dharma Zephyr Insight Meditation Community | |



Christopher C. Highley D.O., PC
Preferred Family Medicine
10627 Professional Circle Suite A
Reno, NV 89521

1/20/2020

To: Carson City Health Dept HR

RE: Colleen Lyons, MD - Letter of Recommendation

I am writing to unequivocally recommend Dr. Colleen Lyons for the position of Carson City Health Officer.

As a fellow Family Medicine physician, I have known and worked with Dr. Lyons for over 18 years. Having shared call duties with her, I can assure you that she is one of the most conscientious physicians I've ever known. She has a wide breadth of medical knowledge and experience. Her patients absolutely adore her and she is well-respected in the medical community.

Dr. Lyons has always been involved with local and state level professional organizations and goes above and beyond when it comes to continuing medical education and educating the public.

I cannot think of a better physician to take on the role of Health Officer for Carson City.

Please do not hesitate to contact me with any questions concerning Dr. Colleen Lyons.

Regards,

A handwritten signature in black ink, appearing to read "C. Highley", written in a cursive style.

Christopher Highley D.O.

The information contained in this letter is confidential information intended only for the use of the individual or entity named above. If the reader of this report is not the intended recipient, you are hereby notified that any dissemination, distribution is strictly prohibited. If you receive this in error, please contact our office.

Andrea K. Weed, DO, MBA, FACOI
Tumbleweed Medical
812 North Nevada Street
Carson City, Nevada 89703
(775) 841-2100

January 13, 2021

Re: Colleen Lyons, MD, FAAFP

To Whom It May Concern,

I am writing a letter of support for Colleen Lyons, MD, Board Certified Family Practice Physician for a position with the Carson City Health and Human Services Department.

I have the pleasure of knowing and working with Dr. Lyons since moving to Carson City in 1994. I have served with her on the Medical Staff at Carson Tahoe Hospital, in collaboration regarding patient care issues and several educational and medical task forces or committees.

I have found that Dr. Lyons provided exceptional quality of care and personalized care to her patients. She is open to collaboration or hearing about issues related to patient care issues and constantly trying to improve her patient outcomes. She has always been supportive to other professionals, loves to teach and works to help advance the academic excellence of the individuals with whom she works.

Dr. Lyons is not afraid to get involved and help in any capacity or way that is needed.

The Medical Staff of Carson Tahoe Hospital lost an amazing physician and mentor when Dr. Lyons decided to return to her military roots and closed her private practice to work for the Veteran's Administration Health Care System. She was instrumental in helping to develop team based medicine, the concept and fruition of a medical home and supported and practiced a shared decision based model with her patients.

In many ways, Dr. Lyons was a visionary related to patient centered ideas and processes. She was participating or championing these ideas far ahead of any other practice or physician group here in Carson City.

Dr. Lyons has a distinguished Military background and understands how to bridge the public/private work place. She understands that things need to be organized and that you have to follow the rules but she has that innate ability to know where and when she can push to get things done or changed. She not only listens but actively hears what individuals are saying. Her background helps her navigate the many different layers and twists that healthcare and patient care in general can throw at individuals and health systems.

I strongly support Dr. Lyons for the position of the Carson City Health Officer as she would be an amazing addition and an outstanding physician to help advance Public Health in Northern Nevada.

If you should have any additional questions, please contact me directly. My cell is (775) 315-3797 or my private email is: akweed@juno.com.

I recommend Dr. Colleen Lyons without reservation.

Sincerely,

Andrea K. Weed, DO, MBA, FACOI
Board Certified in Internal Medicine

September 29, 2018

To Whom It May Concern:

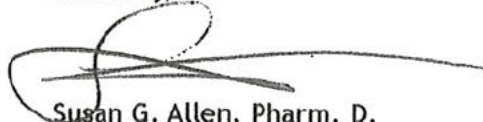
I had the pleasure of working with Dr. Colleen Lyons for approximately 5 years. She worked as a primary care physician at the Carson Valley Clinic and I am the clinical pharmacy specialist for that clinic. I've been in my position for 20 years and have worked with numerous physicians over the years. I do chronic disease state management and education for the team of physicians at my clinic, so I do have the opportunity to appreciate their skill and competency, or in many cases, lament their deficiencies.

Dr. Lyons is an extremely dedicated physician with a strong skill set and focus on detail. She worked well with the VA policies, formulary and guidelines but what set her apart from other talented physicians/providers was her strong advocacy for her patients. Stated simply, she cares about her patients. I've seen physicians with a strong skill set and great ability but she was always distinct because she took the extra time to really work with her patients and saw them as a whole individual. Her empathy and diligence made patients feel special and led to many positive health changes in their lives.

Since her retirement from the VA, I know that she has not only been advocating for patients across the country but also the future of medicine. She is strongly dedicated to her career and making positive change for her patients as well as her colleagues.

I hope that you will give strong consideration to her application as she is assiduous and empathetic in all her endeavors.

Sincerely,



Susan G. Allen, Pharm. D.
Clinical Pharmacy Specialist
U.S. Department of Veterans Affairs Carson Valley Clinic
1330 Waterloo Lane Suite 101
Gardnerville, NV 89410
775-783-4486

Colleen C Lyons MD, FAAFP

	American Board of Family Medicine			
12/26/2019	ABFM Heart Failure Clinical Self-Assessment (CSA) American Board of Family Medicine	4.00	0.00	
12/29/2019	Continuous Knowledge Self-Assessment (CKSA) : 2019 Q4 CKSA American Board of Family Medicine	2.50	0.00	
		Prescribed	Elective	Total P&E
	Live Credits:	43.00	0.00	43.00
	Total Credits:	65.00	0.00	65.00

CME Credits for

Total Prescribed Credits: 149.75

Total Elective Credits: 2.00

Total Live Credits: 124.75

Total Credits: 151.75

Provided to AAFP members
on a complimentary basis
as a membership service.



R. Shawn Martin
Executive Vice President/CEO
American Academy of Family Physicians



WAIVER AND NOTICE OF PUBLIC MEETING

The undersigned acknowledges that the Carson City Board of Supervisors will hold a public meeting on February 18, 2021 at 8:30 a.m. in the Robert "Bob" Crowell Board Room of the Carson City Community Center, 851 East William Street, Carson City, Nevada, in-person to discuss, interview and/or make an appointment to the Carson City Health Officer position.

Nevada Revised Statute (NRS) 241.033 generally requires a public body to give written notice to any person whose character, alleged misconduct, professional competence, or physical or mental health will be discussed during a meeting. Subsection 7 of NRS 241.033 provides that a meeting to consider an applicant for employment is not subject to this notice requirement.

The undersigned acknowledges that he or she has been provided with this notice in compliance with any requirement of NRS 241.033, expressly waives any additional notice and consents to the Board of Supervisors conducting its interview and making its candidate selection for appointment to the independent contractor position of the Carson City Health Officer in a public meeting, including, without limitation, holding discussions regarding his or her qualifications or disqualifications as a candidate.

The undersigned also waives any and all rights to any additional notice in the event the Board of Supervisors holds one or more subsequent meetings to discuss or take action on any of the foregoing if a final selection for appointment is not made at its February 18, 2021 meeting.

The undersigned further agrees that he or she has been advised that these meetings are open to the public, may be accessible to the public via simultaneous webcast and are being conducted to consider his or her candidacy, which may include, without limitation, matters specified by NRS 241.033 and the qualifications of the undersigned regarding eligibility or suitability for the position of Carson City Health Officer as an independent contractor. The undersigned understands that all portions of his or her application materials will be provided to the Board of Supervisors, published on the Carson City website and made available for public inspection and copying without redaction of any information.

The undersigned understands that he or she may request withdrawal of his or her application materials from consideration for appointment, but that once submitted, they are public records under Nevada's Public Records Act.

Dated this 24th day of January, 2021.

Colleen C. Lyons
(Signature of Candidate)

Colleen C. Lyons
706 Hillcrest Rd.
Carson City, NV 89703

(Printed Name of Candidate)

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 20300270

Title: Carson City Health Officer

THIS CONTRACT is made and entered into this _____ day of _____, 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Colleen C. Lyons, MD, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does ___) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 20300270** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of

For P&C Use Only	
CCBL expires	_____
PL expires	<u>City</u>
WC expires	<u>waived</u>

INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 20300270

Title: Carson City Health Officer

CONTRACTOR hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on March 1, 2021, subject to Carson City Board of Supervisors' approval (anticipated to be February 18, 2021) and ends December 31, 2022, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Colleen C. Lyons, MD
706 Hillcrest Road
Carson City, NV 89703
775-882-5223
Cclyons223@gmail.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

INDEPENDENT CONTRACTOR AGREEMENT

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5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in Section 2 (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for an amount not to exceed \$2,500 a month for a total contract amount of Fifty-Five Thousand Dollars and 00/100 (\$55,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action

INDEPENDENT CONTRACTOR AGREEMENT

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may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

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7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

INDEPENDENT CONTRACTOR AGREEMENT

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Title: Carson City Health Officer

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. **INDEPENDENT CONTRACTOR:**

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

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13. INSURANCE REQUIREMENTS (GENERAL):

13.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise

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specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

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- 13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract

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unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. **BUSINESS LICENSE:**

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract.

CONTRACTOR will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court.

Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged

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in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

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22. FEDERAL FUNDING:

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **CONTRACTOR** certifies, by signing 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. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

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CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

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28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

Acct# 1016800-500309

By: _____

Dated _____

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Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Colleen C. Lyons,

TITLE: Carson City Health Officer

CARSON CITY BUSINESS LICENSE #: _____

Address: 706 Hillcrest Road

City: Carson City **State:** NV **Zip Code:** 89703

Telephone: 775-882-5223

E-mail Address: ccl Lyons223@gmail.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 2021.

(Signature of Notary)

(Notary Stamp)

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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 18, 2021, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300270**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 18th day of February 2021.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 18th day of February 2021.

SCOPE OF WORK

- Attend meetings of Carson City Health & Human Services (CCHHS) division managers periodically and upon request
- Chair Carson City Board of Health meetings quarterly during business hours
- Work with the Health Department to develop agendas
- Develop agendas for the Sexual Assault Response Team meetings and chair the meetings.
- Assist in yearly grant preparation for the Sexual Assault Response Team and make periodic reports to Board of Health
- Complete quarterly, and as needed, chart reviews for CCHHS Clinical Services
- Review and sign the State of Nevada Vaccines for Children (VFC) agreement
- Participate in yearly in-person state reviews of VFC program
- Serve as clinical lab director for CLIA certification which includes, but is not limited to, staff trainings, completion of paperwork, etc.
- Consult with TB Control Nurse and prescribe TB medicines, as needed
- Consult with CCHHS Public Health Nurse conducting well-child exams, as requested
- Execute standing orders for the immunization program and public health outreach.
- Participate in various public health accreditation meetings and provide documentation, as requested
- Participate in Community Health Needs Assessment (CHNA) and Community Health Improvement Plan (CHIP) meetings and provide documentation reviews, as requested
- Participate in public health accreditation activities
- Provide verbal and written guidance to school nurses and other local immunization providers, as requested
- Attend Chempack visits periodically and execute required documentation and standing orders, as needed, usually 1-2 times/year
- Maintain DEA license for the Chempack, to be paid by CCHHS
- Participate in emergency preparedness activities such as Crisis Standards of Care and other state initiatives
- Participate in Point of Dispensing (POD) planning and execution exercises
- Attend monthly Quad County Healthcare Preparedness Coalition meetings
- Consult with epidemiology/disease prevention staff, as requested (e.g. during a foodborne illness outbreak);
- Annually review of staff TB risk forms
- Must be N-95 mask fit certified