

SPECIAL AGENDA

**LANDER COUNTY COMMISSIONERS MEETING
TOWN BOARD OF BATTLE MOUNTAIN & AUSTIN
BOARD OF COUNTY HIGHWAY COMMISSIONERS**

November 30, 2021

**LANDER COUNTY COURTHOUSE
COMMISSIONERS' CHAMBER
50 STATE ROUTE 305
BATTLE MOUNTAIN, NEVADA**

Also Via Teleconference At

**AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA**

**Via AUDIO CONFERENCE
BY GO TO MEETING**

Call In Details: 1-866-899-4679

Access Code: 849-277-573

Website: www.gotomeeting.com

All times on this agenda are approximate. Consideration of items may require more or less time than is scheduled. Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Public comment is designated for discussion only. The public has the opportunity to address the commission on any matter not appearing on the agenda; however, no action may be taken on any matter raised until the matter itself has been specifically included on the agenda as an item upon which action may be taken. Additionally, public comment may be heard on any item listed on the agenda. Persons are invited to submit comments in writing and/or attend and make comments on any agenda item at the Lander County Commissioners board meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the commission.

1:00 P.M. Call to Order
 Pledge of Allegiance
 A Moment of Silence
 Any agenda item may be taken out of order, may be combined for
 consideration by the public body, and items may be pulled or removed
 from the agenda at any time.

Public Comment – For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non-agenda item at the Board meeting if any, and discussion of those comments at the discretion of the Board. All public comment may be limited to three (3) minutes per person, again at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

CONSENT AGENDA

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, without extensive discussion. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting. Consent agenda materials are available at the Lander County Clerk's office for viewing and copies are available for a nominal charge.

- (1) Approval of November 30, 2021 Special Agenda Notice
 - (2) Approval of July 22, 2021 Meeting Minutes
 - (5) Approval of September 23, 2021 Meeting Minutes
 - (6) Approval of October 14, 2021 Meeting Minutes
 - (7) Approval of October 28, 2021 Meeting Minutes
 - (8) Approval of November 18, Meeting Minutes
 - (8) Approval of Payroll Change Requests
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- (1) **COUNTY MANAGER:** For discussion and possible action regarding the resignation of the Lander County Clerk and for the Lander County Commissioners to give direction to the County Manager regarding the advertisement and procedure leading up to the appointment for the Lander County Clerk position.
 - (2) **COUNTY MANAGER:** Discussion and possible action to approve/disapprove a modification of the contract between Lander County and Dr. Robin J. Willcourt for services as a Community Health Medical Director.
 - (3) **CORRESPONDENCE:** Correspondence/reports/future agenda items.

Public Comment – For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non-agenda item at the Board meeting if any, and discussion of those comments at the discretion of the Board. All public comment may be limited to three (3) minutes per person, again at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

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NOTE: TIMES ARE APPROXIMATE

This is the tentative schedule for the meeting. The Board reserves the right to take items out of order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County Manager in writing at the Courthouse, 50 State Route 305, Battle Mountain, Nevada 89820, or call (775) 635-2885 at least one day in advance of the meeting.

NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact the clerk's office, 50 State Route 305, Battle Mountain, Nevada 89820 (775) 635-5738

AFFIDAVIT OF POSTING

State of Nevada)
) ss
County of Lander)

Bert Ramos, Lander County Manager of said Lander County, Nevada, being duly sworn, says, that by 9:00am on or before the 23rd day of November 2021, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Bert Ramos, Lander County Manager 

Subscribed and sworn to before me this 22nd day of November, 2021.

Witness 

Name of Agenda: Lander County Commissioners Meeting

Date of Meeting: November 30, 2021

LANDER COUNTY SPECIAL COMMISSION MEETING
November 30, 2021

AGENDA ITEM NO. 1

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

For discussion and possible action regarding the resignation of the Lander County Clerk and for the Lander County Commissioners to give direction to the County Manager regarding the advertisement and procedure leading up to the appointment for the Lander County Clerk position.

Background:

Recommended Action:

Lander County Clerk
Lander County Courthouse
Sadie Sullivan, Clerk

November 15, 2021

Lander County Commission

Attn: Kathy Ancho, Chairwoman

50 State Route 305

Battle Mountain, NV 89820

Re: Letter of Resignation

Dear Lander County Commissioners:

I, Sadie Sullivan, Lander County Clerk will be resigning from my position due to family medical issues. As the Lander County Clerk, I feel that it isn't fair to the taxpayers to have to pay my wage as I'm not able to be physically in the office full-time. Please accept this formal notice of resignation making my last day of employment December 31, 2021.

Sincerely,



Sadie Sullivan

Lander County Clerk

LANDER COUNTY SPECIAL COMMISSION MEETING
November 30, 2021

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to approve/disapprove a modification of the contract between Lander County and Dr. Robin J. Willcourt for services as a Community Health Medical Director.
Public comment.

Background:

Recommended Action:

CONTRACT FOR SERVICES OF COMMUNITY HEALTH MEDICAL DIRECTOR

**A CONTRACT BETWEEN
LANDER COUNTY
FOR AND ON BEHALF OF LANDER COUNTY
(COUNTY)
AND
DR. ROBIN J. WILLCOURT, MD
(CONTRACTOR)**

WHEREAS, Lander County (hereinafter County), a political subdivision of the State of Nevada, requires the services of a Community Health Medical Director; and

WHEREAS, the position of Community Health Medical Director was approved by the Lander County Board of Commissioners, and

WHEREAS, it is deemed that the services of DR. ROBIN WILCOURT, MD, (hereinafter Contractor) herein specified are both necessary and desirable and in the best interests of County; and

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services as the Community Health Medical Director;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall be effective December 1, 2021 through November 30, 2023 or until a successor has been appointed and qualified.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor, his associates, and employees shall have the status of an independent contractor. As an independent contractor, Contractor is not a Lander County employee and that there shall be no:

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

3. MEDICAL LICENSE. Contractor agrees to maintain his medical license(s) in active status and good standing for the State of Nevada during the term of this Contract. Failure to maintain these licenses will result in immediate termination of this contract. Any complaints filed against Contractor arising out of their duties as a medical provider must be reported to the County within ten days of being filed with an appropriate medical licensing board. Copies of the medical licenses must be sent to the Lander County Manager.

4. GENERAL LIABILITY INSURANCE. Lander County's liability coverage will extend to the Community Health Medical Director/Lander County Deputy Health Officer as an officer of Lander County while acting within the course and scope of his/her duties as such. Lander County Deputy Health Officers's coverage by virtue of this written contract includes coverage such as is included in Lander County's liability coverage including general or automobile liability and wrongful acts as defined in the policy form, but only with respect to operations by or on behalf of Lander County as Lander County Deputy Health Officer. Coverage does not apply to any liability arising in any private capacity as a physician out of the rendering of or failure to render professional services (including furnishing of food or beverages in connection therewith) including medical, surgical, dental x-ray or nursing service or treatment and furnishing or dispensing of drugs or medical, dental, or surgical supplies.

5. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows:

Duties of the Community Health Medical Director:

(1) Contractor agrees to schedule one day per week, up to three (3) hours to perform non-emergent services to inmates at the Lander County Sheriff's detention facility. Days and hours to be determined by the Lander County Sheriff's Department.

(2) Contractor will be on call for prescriptions as needed by the community health nurse.

(3) Contractor will be on call for situations that arise when the community health nurse is unavailable, examples include but are not limited to: positive STI results requiring treatment requests for emergency contraception, and disease investigations.

(4) Contractor will be on call for prescriptions needed for tuberculosis treatments.

(5) Contractor agrees to sign off as the lab director.

(6) Contractor shall have experience in women's health, reproductive health, and family planning.

(7) Contractor shall provide clinical supervision of the Lander County Family Planning Program, policies, procedures and protocols.

(8) Contractor shall review and sign-off on standing orders for Family Planning.

(9) Contractor shall review and sign-off on standing protocols and orders Sexually Transmitted Disease screening and treatment services.

(10) Contractor shall provide supervision of APRN and/or CHN through one (1) hour weekly training.

(11) Contractor shall perform audits on ten percent (10%) of medical records each month.

(12) Contractor shall co-sign for all APRN and RN charting to ensure the highest standards of care.

(13) Contractor shall adhere to professional standards of medical care and/or services. Contractor shall comply with all local, state and federal statutes, rules and regulations relating to Contractor's performance under this Contract.

(14) Contractor shall adhere to CDC and OSHA guidelines.

(15) Contractor shall perform quality and timely charting, options for electronic orders to be signed via a cloud are available.

(16) Contractor shall review and sign-off on day-to-day operations and standing orders.

(17) Contractor shall maintain confidentiality.

(18) Contractor shall be enrolled as a Medicaid Provider (fee for service) and bill for allowable services.

6. SCOPE OF WORK

(1) Contractor will be on call for prescriptions as needed by the community health nurse.

(2) Contractor will be on call for situations that arise when the community health nurse is unavailable, examples include but are not limited to: positive STI results requiring treatment requests for emergency contraception, and disease investigations.

(3) Contractor will be on call for prescriptions needed for infectious disease treatments.

(4) Contractor agrees to act as the lab director.

(5) Provide women's health, reproductive health, and family planning.

(6) Clinical supervision of the Lander County Family planning Program, policies, procedures and protocols.

(7) Review and sign off on standing orders for Family Planning.

(8) Review and sign off on standing protocols and orders for Sexually Transmitted Disease screening and treatment services.

(9) Supervision of APRN and/or CHN.

(10) Perform audits on 10% of medical records each month.

(11) Co-sign for all APRN and RN charting to ensure the highest standards of care.

(12) Adhere to professional standards of medical care and/or services. Comply with all local, state and federal statutes, rules and regulations relating to Contractor's performance under this contract.

(13) Provide all required documentation needed for credentialing purposes and evidence of licensure.

(14) Perform quality and timely charting, options for electronic orders to be signed via a cloud are available.

(15) Review and sign off on day to day operations and standing orders.

(16) Maintain confidentiality.

(17) Provide annual general physical and wellness examinations to adults and children.

(18) Offer adjunctive chronic illness care.

(19) Provide acute illness and minor injury primary care.

(20) In coordination with the Health Officer, provide individual and community level health promotion and disease prevention education.

This Scope of Work may be reviewed and expanded as needed to serve changing community health needs.

7. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in this contract at a rate of \$120.00/per hour, be available for 3 days/week with an estimate of 20 hours/week in the clinic; provide care to jail inmates, and offer health promotion education an ad hoc basis as Community Health Medical Director.

With the exception of travel expenses, Contractor shall be responsible for all other expenses incurred while performing services under this Agreement, including without limitation licenses fees, memberships and dues; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel, excluding Community Health Medical Director/Deputy County Health Officer Contractor hires to perform the services described by this Agreement.

8. TERMINATION. This contract may be Terminated prior to the expiration of the term as follows:

- (1) Lander County or Contractor may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.
- (2) Lander County and Contractor may agree in writing to terminate this Agreement at any time.

9. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Venue to be in Lander County, Nevada. If there is a dispute regarding this contract, the parties agree to submit to a mutually agreeable mediator and to mediate and good faith prior to filing suit. If the parties cannot agree on a mediator, then the party defending the controversy shall make the ultimate decision on the arbiter. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

10. COMPLIANCE WITH 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

11. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

12. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination, and audit by the County.

13. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, 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 County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion of the project, or termination or cancellation of this contract.

14. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Ch. 239 and shall be available for inspection and copying by any person, as defined in NRS 239, or any governmental entity.

15. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

16. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

17. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given 3 days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

FOR COUNTY:
Lander County Manager
Attn: Bartolo Ramos
50 State Route 305
Battle Mountain, Nevada 89820

FOR CONTRACTOR:
Robin J. Willcourt, MD
385 Ethel Avenue
Battle Mountain, Nevada 89820

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

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
KATHLEEN V. ANCHO, Chair

Date: _____

Attest:

APPROVED AS TO FORM
AND LEGALITY

SADIE SULLIVAN, County Clerk
and Ex-Officio Clerk of the Board of
Commissioners of Lander County, Nevada

THEODORE C. HERRERA
Lander County District Attorney

Robin J. Willcourt, MD

By: _____

Date: _____

(Printed Name)

LANDER COUNTY SPECIAL COMMISSION MEETING
November 30, 2021

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Correspondence/reports/future agenda items.

Background:

Recommended Action: