
TERREBONNE PARISH COUNCIL

POLICY, PROCEDURE, AND LEGAL COMMITTEE

Mr. Darrin W. Guidry,	
Sr.	Chairman
Mr. John Navy	Vice-Chairman
Ms. Arlanda Williams	Member
Mr. Gerald Michel	Member
Mr. Scotty Dryden	Member
Ms. Christa Duplantis-	Member
Prather	Member
Mr. Al Marmande	Member
Mr. Dirk Guidry	Member
Mr. Steve Trosclair	



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Venita H. Chauvin, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

April 23, 2018
5:50 PM

Parish Council Meeting Room

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

**ALL CELL PHONES, PAGERS AND ELECTRONIC DEVICES USED FOR COMMUNICATION
SHOULD BE SILENCED FOR THE DURATION OF THE MEETING**

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

1. **RESOLUTION:** Authorizing the Parish President to renew and execute a Contractual Agreement for Professional Medical Services between the Terrebonne Parish Consolidated Government ("TPCG") and Haydel Family Practice, (A Professional Medical Corporation) and its Physicians, namely Richard M. Haydel, M.D. and Scott A. Haydel, M.D. for Medical Services to be rendered to the Terrebonne Parish Juvenile Justice Complex as the facility(ies) Physicians.
2. Co-sponsorship request from the Terrebonne Fellowship Lodge #481 for the Down Da Bayou Thanksgiving Community Dinner being held on 11/17/18 at the Grand Caillou Recreation Center.

3. Co-sponsorship request from Little Elegant Ladies for the "After Leap Dance" to be held on May 5, 2018 at the Mechanicville Multicultural Center.
4. RESOLUTION: Amending Resolution No. 17-379, establishing the Terrebonne Parish Council meeting dates for FY2018, to change the date for the first set of Committee Meetings for the month of September from Monday, September 10, 2018 to Tuesday, September 11, 2018 to accommodate the Police Jury Association's Regions 1 & 2 meeting, of which Terrebonne Parish is a member of.
5. Adjourn

Category Number:
Item Number:



Monday, April 23, 2018

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:



Monday, April 23, 2018

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, April 23, 2018

Item Title:

JJC Medical Contract

Item Summary:

RESOLUTION: Authorizing the Parish President to renew and execute a Contractual Agreement for Professional Medical Services between the Terrebonne Parish Consolidated Government ("TPCG") and Haydel Family Practice, (A Professional Medical Corporation) and its Physicians, namely Richard M. Haydel, M.D. and Scott A. Haydel, M.D. for Medical Services to be rendered to the Terrebonne Parish Juvenile Justice Complex as the facility(ies) Physicians.

ATTACHMENTS:

Description	Upload Date	Type
JJC Medical Contract	4/11/2018	Backup Material
Summary	4/11/2018	Executive Summary
Resolution	4/11/2018	Resolution

**AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
HAYDEL FAMILY PRACTICE
(A PROFESSIONAL MEDICAL CORPORATION)**

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN, that on the dates referenced hereinbelow, before the undersigned Notary Publics, duly authorized and commissioned in and for the aforesaid parishes, and in the presence of the undersigned competent witnesses, personally came and appeared:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in Terrebonne Parish Louisiana, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by Gordon E. Dove, its Parish President, duly authorized by virtue of the Council Resolution No. 18- _____ attached hereto, (hereinafter referred to as “TPCG” or “Owner”); and

HAYDEL FAMILY PRACTICE (A PROFESSIONAL MEDICAL CORPORATION), a corporation duly organized and existing under the laws of the State of Louisiana, domiciled in Terrebonne Parish, Louisiana, Louisiana corporation, authorized to do and doing business, whose present mailing address is 502 Barrow Street, Houma, Louisiana, 70360, represented herein by Richard M. Haydel, M.D., its President, and Scott A. Haydel, M.D., its Vice President, (hereinafter collectively referred to as “Juvenile Justice Physician”)

I. SCOPE OF AGREEMENT

- 1.1 TPCG wishes Juvenile Justice Physician to provide, and Juvenile Justice Physician agrees to provide, professional consultations, advice and services to TPCG, and to serve as TPCG’s Professional representative for a specific fee, all as more fully set forth hereinbelow.
- 1.2 Richard M. Haydel, M.D. and Scott A. Haydel, M.D. shall be and are the only physicians authorized to perform services for TPCG under this Agreement.

II. BASIC SERVICES OF JUVENILE JUSTICE PHYSICIAN

- 2.1 Juvenile Justice Physician shall perform the following professional services:
- 2.1.1 Health Care Services as specified in Exhibit A of this Agreement, which is attached hereto and made a part hereof.
- 2.2 Additional professional services related to this Agreement will be performed by Juvenile Justice Physician on request of TPCG for an additional professional fee as the parties may subsequently agree in writing.

III. RESPONSIBILITIES OF TPCG

3.1 TPCG shall provide all criteria and full information as to TPCG's requirements and designate a person with authority to act on the TPCG's behalf on all matters concerning this Agreement.

3.2 TPCG shall furnish to Juvenile Justice Physician all existing studies, reports and other available data and services of others pertinent to this Agreement and obtain additional reports and data as required; and Juvenile Justice Physician shall be entitled to rely upon all such information and services in performing services hereunder.

3.3 TPCG shall provide typist services for all policies, manuals, and various protocols that may be required hereunder.

IV. TERM

4.1 Juvenile Justice Physician shall begin performance of service hereunder on May 1, 2018 and shall continue such service for twelve months thereafter and ending on April 30, 2019.

4.2 Should Juvenile Justice Physician be unable to perform the duties required of him hereunder due to absence or illness, he may designate a licensed and fully qualified medical doctor to perform in his stead. Said designation must be approved by TPCG.

4.2.1 The responsibilities of the physician-designee shall be the same as the Juvenile Justice Physician as outlined in this contract for professional services, and said duties and responsibilities are, and shall be, binding on the physician-designee.

4.2.2 Likewise, the TPCG's responsibilities to the physician-designee shall be as delineated in this contract for professional services. Payment for services rendered and expenses incurred by physician-designee shall be based on the same rate, terms, and conditions that apply to the Juvenile Justice Physician as outlined in the "Payment" section of this Agreement.

4.2.3 The services of the physician-designee may be terminated at any time by TPCG.

V. PAYMENT

5.1 TPCG shall pay Juvenile Justice Physician or physician-designee for services rendered hereunder at the rate of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS per year, payable in monthly installments in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 (\$2,500.00) DOLLARS per month.

5.2 Additionally, Juvenile Justice Physician shall be reimbursed travel expenses for travel directed by TPCG, hereinafter referred to as "Reimbursable Expenses."

5.3 Juvenile Justice Physician shall submit monthly itemized statements of services rendered and reimbursable expenses.

5.4 Should Juvenile Justice Physician fail to perform any item or items included in this Agreement, the monthly payment will be reduced by an amount proportional to the number of items not in compliance. As an example, if 6 of 39 items are not in compliance, the monthly payment will be reduced by 15.3% or \$382.50. Non-compliance shall be based on performance during the period of an invoice.

5.5 TPCG generally employs a medical assistant or nurse to work alongside the Juvenile Justice Physician. However, should Juvenile Justice Physician find it necessary to provide a replacement medical assistant due to the absence or annual leave of the medical assistant employed by the TPCG, Juvenile Justice Physician shall supply a replacement medical assistant, subject to TPCG’s approval, and submit a statement listing charges incurred for the same. Said charges shall be considered reimbursable expenses and prompt payment of same shall be made by the Terrebonne Parish Consolidated Government. Said Charges shall not exceed \$100.00 per day.

VI. INDEMNIFICATION

6.1 TPCG shall defend, indemnify and hold harmless Juvenile Justice Physician should he be named as a defendant in a civil lawsuit or other civil legal proceeding seeking damages due to injuries or death and/or any other type of relief if the lawsuit or other legal proceeding arises out of or in connection with Juvenile Justice Physician’s official functions and activities on behalf of the TPCG as Juvenile Justice Physician.

6.2 Except as otherwise indicated herein, this Agreement shall be governed in accordance with Title 15 Section 703 of the Louisiana Revised Statutes.

VII. TERMINATION

7.1. TERMINATION OF THIS AGREEMENT

7.1.1. Either party may exercise any rights available to it under Louisiana law to terminate this agreement for cause in full or in part upon providing written notice to the other party that it has breached the contract and/or failed to comply with the terms and conditions of this Agreement. The terminating party shall give the breaching party an opportunity to cure the defect within thirty (30) days of the written notice, provided that reasonable allowances are made for circumstances beyond the control of the parties.

7.1.2. Either party may exercise any rights available to it under Louisiana law to terminate this agreement without cause in full or in part upon providing sixty (60) days written notice to the other party.

7.1.3. This agreement can be terminated in full or in part upon the written mutual consent of the parties.

7.1.3. In the event of any termination or partial termination, Juvenile Justice Physician will be paid for all services rendered and reimbursable expenses to the date of termination or partial termination.

7.2 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this Agreement, this agreement may be terminated by the TPCG giving notice to Juvenile Justice Physician of such facts and TPCG’s intention to terminate its financial obligation.

7.3 SURVIVING TERMS

In the event this Agreement is terminated for any reason, whatsoever, Articles V, VI, IX, X, XII, XIII, XIV, and XVI, and Sections 18.3, 18.8, and 18.9 of Article of this Agreement shall survive termination.

VIII. PHYSICIAN'S LOG

8.1 Juvenile Justice Physician shall maintain a daily written log detailing his time spent performing his services hereunder, including visits to the Juvenile Justice Complex, examination and treatment of prisoners, and other services. This log is to be turned in by Juvenile Justice Physician to the appropriate official of the TPCG each month, along with monthly statements for services rendered.

IX. LITIGATION

9.1 The Juvenile Justice Physician acknowledges and has been informed by TPCG that individuals, including inmates, prior inmates, and those who are temporarily placed in the custody of the Terrebonne Parish Juvenile Justice Complex, have in the past filed and may in the future file lawsuits in state or federal court against the Juvenile Justice Physician, medical staff, the warden, the correctional officers and anyone associated with the Terrebonne Parish Juvenile Justice Complex.

9.2 The Juvenile Justice Physician acknowledges that these lawsuits may be served on the Juvenile Justice Physician or the medical staff by various means including service by a U.S. Marshall, Sheriff, or Deputy, private process service, or through the United States Mail. Upon receipt of any lawsuit or document that appears to be a lawsuit or written complaint, the Juvenile Justice Physician and the medical staff agree to immediately contact and forward any documents received to TPCG and its Parish Attorney.

9.3 Juvenile Justice Physician acknowledges that claims and lawsuits are time sensitive, and liability may be cast against parties in the absence of timely responses. Notwithstanding any indemnity obligations owed by TPCG hereunder, TPCG's indemnification and defense obligations shall not extend to the actions or omissions of the Juvenile Justice Physician hereunder if Juvenile Justice Physician fails to provide TPCG with timely notice of lawsuits and/or claims, and same results in default judgments or other final judgments against TPCG or Juvenile Justice Physician.

X. ENTIRE AGREEMENT/AMENDMENT

10.1 The recitation and preambles of this Agreement are hereby made a part of the terms and conditions of this agreement.

10.2 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement and Exhibit A may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

XI. COMPLIANCE WITH LAWS

11.1 The parties hereto and their employees, contractors, and agents shall comply with all applicable federal, state, and local laws, ordinances, and permitting requirements in carrying out the provisions of this agreement.

XII. SEVERABILITY

12.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and

provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law

XIII. FINANCIAL DISCLOSURE

13.1 TPCG may be audited in accordance with La. R.S. 24:513. If the amount of public funds received by the Juvenile Justice Physician is below the amount for which an audit is required under La. R.S. 24:513, the TPCG shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

XIV. AUDIT CLAUSE

14.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Juvenile Justice Physician which relate to this Agreement, upon request.

XV. NON-COLLUSION AFFIDAVIT

15.1 In accordance with La. R.S. 38:2224, Juvenile Justice Physician declares that it has provided TPCG with a fully executed Non-Collusion Affidavit, and same is attached hereto at Exhibits B and C, and incorporated and made a part of this Contract.

XVI. DEFAULT

16.1 In the event of default by either party, the aggrieved party shall have, in addition to any remedies specifically provided for this Agreement, all rights granted by the general laws of the State of Louisiana.

16.2 If either party defaults on this Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the aggrieved party.

XVII. NOTICES

17.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, the other party addressed as follows:

17.1.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT
Attn: Gordon Dove, Sr., Parish President
8026 Main Street
Houma, LA 70360

17.1.2 HAYDEL FAMILY PRACTICE, (A Professional Medical Corporation)
Attn: Richard M. Haydel, M.D. and Scott A. Haydel, M.D.
502 Barrow Street
Houma, LA 70360

XVIII. OTHER TERMS AND CONDITIONS

18.1 FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

18.2 NO WAIVER

The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

18.3 NON-ASSIGNMENT

Juvenile Justice Physician shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the TPCG. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.

18.4 RELATIONSHIP BETWEEN THE PARTIES

Juvenile Justice Physician is engaged by TPCG for the purposes set forth in this Agreement. The relationship between the Juvenile Justice Physician and the TPCG shall be, and only be, that of an independent contractor and the Juvenile Justice Physician shall not be construed to be an employee, agent, partner of, or in joint venture with TPCG. TPCG and Juvenile Justice Physician, and their respective partners, successors, executors, administrators, agents, assigns and legal representatives of each are bound by this Agreement to the other party in respect of all covenants, agreements and obligations of this Agreement. Nothing herein shall be construed to give any right or benefit hereunder to anyone other than TPCG and Juvenile Justice Physician.

18.5 ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE

TPCG and Juvenile Justice Physician expressly agree that Juvenile Justice Physician is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that TPCG shall not be liable to Juvenile Justice Physician or to anyone employed by Juvenile Justice Physician for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

18.6 ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

TPCG and Juvenile Justice Physician expressly declare and acknowledge that Juvenile Justice Physician is an independent contractor and, as such, is being engaged by TPCG under this Agreement as noted and defined in La. R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- 18.6.1 Juvenile Justice Physician has been and will be free from any control or direction by the TPCG over the performance of the services covered by this Agreement;
- 18.6.2 The services to be rendered by Juvenile Justice Physician are outside the normal course and scope of TPCG's usual business; and
- 18.6.3 Juvenile Justice Physician is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither Juvenile Justice Physician nor anyone employed or contracted by Juvenile Justice Physician shall be considered an employee of TPCG for the purpose of unemployment compensation coverage.

18.7 EMPLOYMENT OF TPCG PERSONNEL

Juvenile Justice Physician certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of TPCG.

18.8 GOVERNING LAW

The validity, interpretation, and performance of this Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the laws of the State of Louisiana.

18.9 CLAIMS OR CONTROVERSIES

The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

18.10 CODE OF ETHICS

Juvenile Justice Physician acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Juvenile Justice Physician in the performance of services called for in the Agreement. Juvenile Justice Physician agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Agreement.

18.11 COVENANT AGAINST CONTINGENT FEES

Juvenile Justice Physician warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Juvenile Justice Physician, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Juvenile Justice Physician any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, TPCG shall have the right to annul this Agreement without liability or, in TPCG's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18.12 AUTHORITY OF SIGNORS

Both parties represent and warrant that the signors hereto are fully authorized to execute and sign this Agreement on its behalf and a copy evidencing such authority is attached hereto at execution.

XIX. SIGNATURES OF THE PARTIES

19.1 THUS DONE AND SIGNED on this _____ day of _____, 2018, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

OWNER:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed: _____

BY: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed: _____

NOTARY PUBLIC

19.2 THUS DONE AND SIGNED on this _____ day of _____, 2018, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

JUVENILE JAIL PHYSICIAN:

**HAYDEL FAMILY PRACTICE
(A Professional Medical Corporation)**

Printed: _____

BY: _____
**RICHARD M. HAYDEL, M.D.
PRESIDENT**

Printed: _____

BY: _____
**SCOTT A. HAYDEL, M.D.
VICE-PRESIDENT**

NOTARY PUBLIC

EXHIBIT A

SCOPE OF HEALTH CARE SERVICES FOR TERREBONNE PARISH JUVENILE JUSTICE COMPLEX

The following scope of work is intended to outline professional medical services to be rendered for the Terrebonne Parish Juvenile Justice Complex (“TPJJC”). It is the intention of this Scope of Services that trained personnel shall be provided by the Parish to function as described below.

1. The physician will update Chapter 12 Health Services Policy and Procedures consistent with the Terrebonne Parish Juvenile Justice Policy and Procedures Manual format whenever indicated.
2. The physician will review and modify Policy Procedures statements at least annually consistent with the Terrebonne Parish Policy and Procedures Manual and modify statements as necessary to be consistent with the operation.
3. The physician will meet with the Director of the Juvenile Justice Complex at least quarterly and submit quarterly and annual reports on health care delivery in a format agreed to by the Parish.
4. The physician will determine health care personnel requirements and make recommendations to the TPCG as part of the budget process.
5. The physician will operate the health care program consistent with the laws of the State of Louisiana, Consent Decrees, Louisiana Jail Standards, Health Services in Jails developed by the American Medical Association, and Department of Children and Family Services Standards, developed by the Louisiana Juvenile Detention Association.
6. The physician will provide input into the Juvenile Justice Complex’s medical budgets including space, equipment, supplies and materials.
7. The physician will provide training to shift medical officers by:
 - a. Insuring they read and know all medical policy and procedures.
 - b. Having them observe setting up and distribution of all medications.
8. The physician will work with the training coordinator of the Juvenile Justice Complex to ensure that the medical training program provides the proper type of training in an adequate number of hours. Medical related curriculum should include training in:
 - a. Recognition of signs and symptoms of mental illness, retardation emotional disturbance, and chemical dependency.
 - b. First-aid course.
 - c. Cardiopulmonary Resuscitation (CPR).
 - d. Response to emergency situations.
9. Juvenile resident health complaints will be collected daily and evaluated the same day by a nurse under the supervision of the Juvenile Justice Physician.
10. The physician will conduct sick call in the Juvenile Justice Complex and/or facility(ies) whenever necessary at the request of the medical assistant (nurse).
11. The physician will review all treatment plans established by the medical assistant (nurse).

12. The physician or an approved substitute physician will be available for consultation twenty-four (24) hours a day, every day of the week.
13. Professional medical staff (physician or medical assistant), will be in the Terrebonne Parish Juvenile Justice Complex five (5) days per week, and available for call in the Juvenile Justice Complex.
14. Medical Assistant Coverage will be at least forty (40) hours a week.
15. All juvenile residents will be given a physical examination on or before their third day of incarceration. The exam will include tests for tuberculosis, syphilis and pregnancy when warranted.
16. All juvenile residents incarcerated for one (1) year will be given another physical examination on the one (1) year anniversary of their confinement.
17. The physician shall establish and implement as needed, medical programs for:
 - a. Medical housing assignment
 - b. Chemically dependent inmates
 - c. Detoxification
 - d. Pregnant inmates
 - e. Prosthesis
 - f. Chronic care
 - g. Convalescent care
 - h. Delousing
18. The physician in conjunction with the Director of the Juvenile Justice Complex shall establish the content and location of first aid kits within fifteen (15) days of contract award. The nurse will check the kits periodically and replace extended items.
19. The physician will establish protocol for staff response to medical emergencies within thirty (30) days of contract award. This protocol will be reviewed and modified as need at least annually.
20. The physician will investigate the death of a juvenile resident. He will also notify the Coroner in the event of such an incident.
21. The physician will assist the TPCG in the development of a program for dental services.
22. The medical staff will conduct a dental screening within fourteen (14) days of admission when warranted.
23. Hygiene instruction will be provided to juvenile residents within fourteen (14) days of admission. This will include the proper use of a toothbrush and dental floss and preventative measures that an juvenile resident can take against dental disease.
24. The medical staff will determine which juvenile residents see the dentist and determine the level of dental service to be provided within the scope of allowable service (temporary filling, extraction, pain reduction, restoring teeth damaged while incarcerated in the Terrebonne Parish Juvenile Justice Complex).
25. The physician will establish a mental health program with the Terrebonne Parish Mental Health Clinic consistent with the needs of the juvenile resident population. Every effort will be made to provide this service in the Juvenile Justice Complex

and facility(ies). The program will be developed within seventy-five days of contract award.

26. The physician will screen juvenile residents' requests for psychiatric services and will determine if each request is to be granted. The physician will make referrals to the appropriate mental health agency and be consulted in the development of the treatment plan.
27. The physician will establish and maintain medical records consistent with the Louisiana State laws, the Consent Decrees and good medical practices.
28. A system will be established and implemented to obtain juvenile resident consent for treatment.
29. The physician and/or medical assistant will visit juvenile residents in disciplinary detention at least daily.
30. The medical staff will assist custody staff by conducting searches of artificial devices and cast and body cavity searches when requested to do so by a Juvenile Justice Supervisor.
31. The medical staff will provide input into juvenile resident classifications when requested to do so or they have information that would benefit the juvenile resident and staff by a particular classification.
32. The medical staff will assist the food service staff in developing special therapeutic menus when requested.
33. The medical staff will provide health screening for all food service workers including juvenile residents and determine their medical eligibility to work in the food service area.
34. The physician will advise Juvenile Justice Complex staff on proper cleaning or disposal of contaminated clothing and bedding and cleaning of contaminated areas.
35. The physician and medical staff will adhere to the Terrebonne Parish Policy and Procedures.
36. The physician is the Juvenile Justice Complex health authority and will establish written protocol for working with all other Juvenile Justice Complex health service providers. This will be done within seventy-five (75) days of contract award.
37. When requested, the medical staff will provide input into the design of the medical area for the new Juvenile Justice Complex.
38. All medical supplies, medications, dressings or other expendable items shall be furnished by the Director of the Terrebonne Parish Juvenile Justice Complex in a manner consistent with standard procurement procedures.
- 39.** The medical staff/medical assistant/nurse will be employed by the Terrebonne Parish Consolidated Government, but will be supervised by the Juvenile Justice Physician in all medical matters.

EXHIBIT B

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

RICHARD M. HAYDEL, M.D.

who after being first duly sworn, deposed and said that:

1. Affiant declares that he is a duly authorized President of Haydel Family Practice (A Professional Medical Corporation), the party who is entering into an agreement with Terrebonne Parish Consolidated Government to provide professional medical services of the Terrebonne Parish Juvenile Justice Complex;
2. Affiant declares that the agreement is genuine and not conspired, connived or agreed, and that the said party has not colluded, conspired, connived or agreed, directly or indirectly sought by agreement or collusion, or communication conference, with any person, to fix the price of affiant or of any other party, or to fix any overhead, profit, or cost element of said price, or of that of any other party or to secure any advantage against the Terrebonne Parish Government or any other party interested in the proposed agreement; and that statements in said agreement are true.
3. Affiant further declares that he will, in all respects, comply with the public contract and lease laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

AFFIANT:

HAYDEL FAMILY PRACTICE
(A Professional Medical Corporation)

By: _____
RICHARD M. HAYDEL, M.D.
President

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC

EXHIBIT C

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

SCOTT A. HAYDEL, M.D.

who after being first duly sworn, deposed and said that:

1. Affiant declares that he is a duly authorized Vice-President of Haydel Family Practice (A Professional Medical Corporation), the party who is entering into an agreement with Terrebonne Parish Consolidated Government to provide professional medical services of the Terrebonne Parish Juvenile Justice Complex;
2. Affiant declares that the agreement is genuine and not conspired, connived or agreed, and that the said party has not colluded, conspired, connived or agreed, directly or indirectly sought by agreement or collusion, or communication conference, with any person, to fix the price of affiant or of any other party, or to fix any overhead, profit, or cost element of said price, or of that of any other party or to secure any advantage against the Terrebonne Parish Government or any other party interested in the proposed agreement; and that statements in said agreement are true.
3. Affiant further declares that he will, in all respects, comply with the public contract and lease laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

AFFIANT:

HAYDEL FAMILY PRACTICE
(A Professional Medical Corporation)

By: _____
SCOTT A. HAYDEL, M.D.
Vice-President

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
2018 Medical Services Contract between the Terrebonne Parish Juvenile Justice Complex and the Haydel Clinic, a Medical Corporation.

PROJECT SUMMARY (200 WORDS OR LESS)
This proposal would renew an existing contract between the Terrebonne Parish Juvenile Justice Complex and the Haydel Clinic, a Medical Corporation to provide medical services for juveniles housed at the facility.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this contract is to provide medical care for the juveniles housed in the detention complex. The Haydel clinic will provide onsite, off site, and 24 hour call on an as needed basis for residents.

TOTAL EXPENDITURE		
\$30,000.00		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
(ACTUAL)	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	(YES) IF YES AMOUNT BUDGETED: \$30,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
(PARISHWIDE)	1	2	3	4	5	6	7	8	9

____Joseph Harris_____

Signature

____4-11-2018_____

Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT RENEW AND EXECUTE A CONTRACTUAL AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT ("TPCG") AND HAYDEL FAMILY PRACTICE, (A PROFESSIONAL MEDICAL CORPORATION) AND ITS PHYSICIANS, NAMELY RICHARD M. HAYDEL, M.D. AND SCOTT A. HAYDEL, M.D., FOR MEDICAL SERVICES TO BE RENDERED TO THE TERREBONNE PARISH JUVENILE JUSTICE COMPLEX AS THE FACILITY(IES) PHYSICIANS

WHEREAS, the Terrebonne Parish Consolidated Government and Haydel Family Practice, a Professional Medical Corporation, and its physicians, namely Richard M. Haydel, M.D. and Scott A. Haydel, M.D., desire to continue the contractual agreement and execute an agreement for the period beginning on May 1, 2018 and ending April 30, 2019, for professional medical services to be rendered to the Terrebonne Parish Juvenile Justice Complex as the facility(ies) physicians; and

WHEREAS, the Terrebonne Parish Consolidated Government desires to renew and enter into the said agreement for professional medical services; and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and to execute all documents necessary to renew and execute an agreement for professional services between Terrebonne Parish Consolidated Government and Haydel Family Practice, a Professional Medical Corporation, and its physicians, namely Richard M. Haydel, M.D. and Scott A. Haydel, M.D.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this, the ____ day of April, 2018.

* * * * *

I, Venita Chauvin, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Budget and Finance Committee on April ____, 2018 and subsequently ratified by the Terrebonne Parish Council in Regular Session on April ____, 2018 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____TH DAY OF APRIL, 2018.

VENITA CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Category Number:
Item Number: 2.



Monday, April 23, 2018

Item Title:

Cosponsorship request - Down Da Bayou Thanksgiving Dinner

Item Summary:

Co-sponsorship request from the Terrebonne Fellowship Lodge #481 for the Down Da Bayou Thanksgiving Community Dinner being held on 11/17/18 at the Grand Caillou Recreation Center.

ATTACHMENTS:

Description

Cosponsorship request

Upload Date

4/16/2018

Type

Application

From: donotreply@tpcg.org
Sent: Tuesday, April 10, 2018 8:53 AM
To: Leilani Adams; Venita Chauvin; Suzette Thomas
Subject: New Co-Sponsorship Application - Terrebonne Parish Consolidated Government



Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

Event Name: Down Da Bayou Thanksgiving Community Dinner
Location: Grand Calliou Recreation Center [Grand Calliou]
Date(s) of Event: 11/17/2018 (6:00 PM - 10:30 PM)
Reason for Co-Sponsorship: This is the 7th annual Down Da Bayou Thanksgiving Community Dinner. We provide food, soft drinks, and music to the community. There is no alcohol and no smoking allowed. This is completely open to the public.
Services / Resources Needed: Insurance
Organization: Terrebonne Fellowship Lodge #481
Authorized Representative: Bosco Chaisson (*Organizer*)
Contact Person: *** Same as above ***
Mailing Address: 7614 Main Street
Apt. 314
Houma, LA 70360
Daytime Phone Number: 985-791-4161
E-mail:

This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at development@tpcg.org. Thank you!

Category Number:
Item Number: 3.



Monday, April 23, 2018

Item Title:

Cosponsorship request - After Leap Dance

Item Summary:

Co-sponsorship request from Little Elegant Ladies for the "After Leap Dance" to be held on May 5, 2018 at the Mechanicville Multicultural Center.

ATTACHMENTS:

Description

Cosponsorship request

Upload Date

4/18/2018

Type

Application

From: nicolel_banks@yahoo.com
Sent: Friday, April 13, 2018 2:55 PM
To: Leilani Adams; Venita Chauvin; Suzette Thomas
Subject: New Co-Sponsorship Application - Terrebonne Parish Consolidated Government



Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

Event Name: After Leap Dance
Location: Mechanicville Mutlicultural Center
Date(s) of Event: 05/05/2018 (3:00 PM - 7:00 PM)
Reason for Co-Sponsorship: This dance is for all students that took the Leap test this year!!
Services / Resources Needed: Insurance
Security
Organization: Little Elegant Ladies
Authorized Representative: Nicole Banks (*President*)
Contact Person: *** Same as above ***
Mailing Address: 214
Roselawn Ave
Houma, LA 70363
Daytime Phone Number: (985) 381-3558
E-mail: nicolel_banks@yahoo.com

This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at development@tpcg.org. Thank you!



Monday, April 23, 2018

Item Title:

Change Committee Meeting Date - 1st set in September

Item Summary:

RESOLUTION: Amending Resolution No. 17-379, establishing the Terrebonne Parish Council meeting dates for FY 2018, to change the date for the first set of Committee Meetings for the month of September from Monday, September 10, 2018 to Tuesday, September 11, 2018 to accommodate the Police Jury Association's Regions 1 & 2 meeting, of which Terrebonne Parish is a member of.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/18/2018	Resolution
Resolution 17-379	4/18/2018	Resolution

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 18-

Amending Resolution No. 17-379, establishing the Terrebonne Parish Council meeting dates for FY 2018, to change the date for the first set of Committee Meetings for the month of September from Monday, September 10, 2018 to Tuesday, September 11, 2018 to accommodate the Police Jury Association’s Regions 1 & 2 meeting, of which Terrebonne Parish are members of, and

WHEREAS, with regards to meetings of the Terrebonne Parish Council, the Home Rule Charter for a Consolidated Government for Terrebonne Parish provides as follows:
“Sec. 2-07. Council meetings and rules.
(a) The council shall meet regularly at least twice a month at intervals of at least two (2) weeks at such times and places as the council may prescribe.....”

WHEREAS, the usual dates for these meetings are the second and fourth Wednesdays of each month, and

WHEREAS, due to certain ***holidays, meetings & conferences** which conflict with these meeting dates, there are certain months during which meeting days/dates must be changed, and

WHEREAS, a request has been made to accommodate the Police Jury Association of Louisiana’s Regions 1 & 2 Board Meeting by changing the Terrebonne Council’s Committee Meetings previously scheduled on Monday, September 10, 2018 to Tuesday, September 11, 2018, and

WHEREAS, in order to provide the general public ample time to schedule attendance at the meetings of the governing body, the Council wishes to establish a meeting schedule for the entire year.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Council’s Regular Session Meeting dates for 2018 remain as previously scheduled and the first set of Committee Meetings in September 2018 be changed to Tuesday, September 11, 2018 as follows:

COMMITTEE MEETINGS	COUNCIL MEETINGS
January 8	January 10
January 22	January 23 (Tuesday due to Chamber Banquet on 24th.)
February 5 (1st week due to Mardi Gras)	February 7 (1st week due to Mardi Gras)
February 19 (3rd week due to Mardi Gras)	February 21 (3rd week due to Mardi Gras)
March 12	March 14
March 26	March 28
April 9	April 11
April 23	April 25
May 7	May 9
May 21	May 23
June 11	June 13
June 25	June 27
July 9	July 11
July 23	July 25
August 13	August 15
August 27	August 29
September 10 September 11 (Changed due to PJA Regions 1 & 2 meeting)	September 12
September 24	September 26
October 8	October 10
October 22	October 24

November 12	November 14
November 26	November 28
December 10 (PUBLIC HEARINGS CALLED AT THESE MEETINGS WILL BE HELD IN JANUARY 2019 BECAUSE ONLY 1 WEEK IN BETWEEN MEETINGS)	December 12
December 17 (CHANGED FROM 4TH TO 3 RD WEEK DUE TO HOLIDAYS)	December 19

BE IT FURTHER RESOLVED that all Regular Session Council Meetings shall begin at 6:00 p.m. in the Council Meeting Room on the second floor of the Government Tower at 8026 Main Street, and

BE IT FURTHER RESOLVED that the Council will schedule committee meetings on the Monday preceding the Regular Meetings of the Council as regularly as possible, however ****committee meetings** may be scheduled on a different day and/or at a different time, as decided upon by the Council; and,

BE IT FURTHER RESOLVED that the Council may call additional committee meetings and/or Special Sessions of the Council as deemed necessary.

OFFERED BY: MR. D. W. GUIDRY, SR.
SECONDED BY: MR. S. TROSCLAIR

RESOLUTION NO. 17-379

Establishing the Terrebonne Parish Council meeting dates for FY 2018

WHEREAS, with regards to meetings of the Terrebonne Parish Council, the Home Rule Charter for a Consolidated Government for Terrebonne Parish provides as follows:
“Sec. 2-07. Council meetings and rules.

(a) The council shall meet regularly at least twice a month at intervals of at least two (2) weeks at such times and places as the council may prescribe.....”

WHEREAS, the usual dates for these meetings are the second and fourth Wednesdays of each month, and

WHEREAS, due to certain ***holidays, meetings & conferences** which conflict with these meeting dates, there are certain months during which meeting days/dates must be changed, and

WHEREAS, in order to provide the general public ample time to schedule attendance at the meetings of the governing body, the Council wishes to establish a meeting schedule for the entire year.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Council’s Regular Session Meeting dates for 2018 shall be as follows:

COMMITTEE MEETINGS	COUNCIL MEETINGS
January 8	January 10
January 22	January 23 (Tuesday due to Chamber Banquet on 24th.)
February 5 (1st week due to Mardi Gras)	February 7 (1st week due to Mardi Gras)
February 19 (3rd week due to Mardi Gras)	February 21 (3rd week due to Mardi Gras)
March 12	March 14
March 26	March 28
April 9	April 11
April 23	April 25
May 7	May 9
May 21	May 23
June 11	June 13
June 25	June 27
July 9	July 11
July 23	July 25
August 13	August 15
August 27	August 29
September 10	September 12
September 24	September 26
October 8	October 10
October 22	October 24
November 12	November 14
November 26	November 28
December 10 (NO PUBLIC HEARINGS CAN BE CALLED AT THESE MEETINGS BECAUSE ONLY 1 WEEK IN BETWEEN MEETINGS)	December 12
December 17 (CHANGED FROM 4TH TO 3RD WEEK DUE TO HOLIDAYS)	December 19

BE IT FURTHER RESOLVED that all Regular Session Council Meetings shall begin at 6:00 p.m. in the Council Meeting Room on the second floor of the Government Tower at 8026 Main Street, and

BE IT FURTHER RESOLVED that the Council will schedule committee meetings on the Monday preceding the Regular Meetings of the Council as regularly as possible, however ****committee meetings** may be scheduled on a different day and/or at a different time, as decided upon by the Council; and,

BE IT FURTHER RESOLVED that the Council may call additional committee meetings and/or Special Sessions of the Council as deemed necessary.

THERE WAS RECORDED:

YEAS: A. Williams, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, and S. Trosclair.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy, G. Michel and S. Dryden.

The Chairman declared the resolution adopted on this the 29th day of November 2017.

* * * * *

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Assembled Council in Regular Session on November 29, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 30TH DAY OF NOVEMBER 2017.

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL