MEMO

DATE: **February 28, 2025**

TO: **Tehama County Board of Supervisors**

FROM: **Tehama County Department of Social Services**

SUBJECT: Modified Standard Agreement Language, Technical Resource Management, LLC dba Cordant Health Solutions

Technical Resource Management, LLC dba Cordant Health Solutions is a new vendor in Tehama County for the provision of drug testing services. The language in the standard agreement is modified. This vendor provides their services to other neighboring counties, such as Shasta County at good pricing. Tehama County Department of Social Services needs this vendor for their drug testing and confirmation services for our court-ordered families working with CPS seeking to gain legal visitation or custody rights of their child. California Family Code Section 3011 states that the results of the testing are used for determining custody or visitation rights.

This vendor replaces the use of Redwood Toxicology Laboratory, LLC drug testing services. In the Board of Supervisor meeting held on December 10, 2024, it was discussed that our department would actively search for another contractor due to Redwood Toxicology Laboratory, LLC request of multiple revisions in Exhibit A regarding insurance requirements.

Development of this new agreement began in January 2025 and communications have been held between Social Services and Contractor, and County Counsel and County Administration. The revisions were reviewed and approved by County Counsel.

The modified language in the standard agreement is what requires Board of Supervisors approval at this time. The Purchasing Agent indicated that these are substantial language revisions that could not be approved as a Purchasing Agreement, but could be brought to Board of Supervisors.

The table on the following pages summarizes the requested modifications.

Standard County Standard Agreement Requirement	Contractor's Requested Changes
Paragraph 6 – Termination of Agreement	Remove " …, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor…" to add modified language"…, excluding any Force Majeure event, the County shall serve Contractor written notice of the failure or violation. Upon receipt of the written notice, Contractor has thirty (30) days to remedy or make significant progress to remedy said failure or violation. If Contractor, as determined solely in the discretion of the County, has not remedied or made satisfactory progress to remedy, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor…". Add **FORCE MAJEURE** The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, storms, accidents, shutdowns for purpose of emergency repairs, road or transportation route shut downs, epidemic, pandemic, act of government, industrial, civil, or public disturbances, or any other causes which are not within the reasonable control of the party affected, in each case causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations."

Paragraph 10- Indemnification "	Add language following the sentence ending with "otherwise" to include "…, except for injuries and/or damages caused by the sole negligence of the County".
Paragraph 18- Notices "…Notice shall be deemed to be effective two days after mailing."	Change from "two" days to "seven" days.