

SECOND AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

BIO-TOX LABORATORIES, INC.

CHP Alcohol Testing

THIS SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Second Amendment") is made and entered into this _____ day of _____, 2023, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and BIO-TOX LABORATORIES, INC., a California corporation ("Consultant"), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated January 10, 2019 ("Agreement") for CHP Alcohol and Toxicology Testing Within Riverside City Limits ("Project"); and

WHEREAS, on November 30, 2022, City and Contractor entered into a First Amendment for Toxicology Services ("First Amendment"); and

WHEREAS, the City and Consultant desire to amend the agreement to increase the yearly compensation amount to Fifty Thousand Dollars (\$50,000) per year or Two Hundred Fifty Thousand Dollars (\$250,000) for a five-year term, ending on June 30, 2028.

WHEREAS, the City and Consultant desire to amend the agreement to revise the Payment Provisions.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 3, Compensation/Payment, is amended to replace the Payment Provisions, a copy of which is attached hereto as "Exhibit B-4" and incorporated herein by reference.

2. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this First Amendment, shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: _____
City Manager

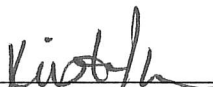
Attest: _____
Donesia Gause
City Clerk

BIO-TOX LABORATORIES, INC., a
California corporation

By: 
Its: President

By: 
Its: Assistant Secretary

Certified as to Availability of Funds:

By: 
~~for~~ Chief Financial Officer

APPROVED AS TO FORM:

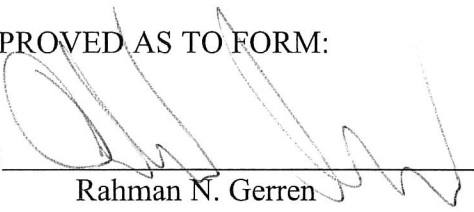
By: 
Rahman N. Gerren
Sr. Deputy City Attorney

EXHIBIT “B-4”

PAYMENT PROVISIONS

AMENDMENT NO. 1
TO THE AGREEMENT WITH
BIO-TOX LABORATORIES, INC.

**EXHIBIT B-1
PAYMENT PROVISIONS**

Contract #	Test Description	Service Fee
	ALCOHOL AND VOLATILES	
1	ALCOHOL, URINE	46.58
2	ALCOHOL, VITREOUS	46.58
3	ALCOHOL, BLOOD	50.55
4	ALCOHOL, TISSUE	59.45
5	ALCOHOLIC BEVERAGE (including Pruno)	104.00
6	VOLATILES PANEL (ACETONE, ISOPROPANOL, METHANOL)	104.00
7	BARBITURATE CONFIRMATION, LC/MS/MS	125.00
8	BENZODIAZEPINES CONFIRMATION, LC/MS/MS	173.45
9	CANNABINOIDS CONFIRMATION, LC/MS/MS	98.05
10	COCAINE CONFIRMATION, LC/MS/MS	78.25
	CORONER DRUG SCREEN PANELS PLUS ALCOHOL	
11	COMPREHENSIVE PANEL DRUG SCREEN (BLOOD, URINE OR VITREOUS) - OVER 200 DRUGS DETECTABLE	148.75
12	COMPREHENSIVE PANEL DRUG SCREEN (TISSUE) - OVER 200 DRUGS DETECTABLE	160.65
13	(10-Panel) CORONER PANEL DRUG SCREEN (BLOOD OR VITREOUS)-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM	82.25
14	(10-Panel) CORONER PANEL DRUG SCREEN (TISSUE)-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM	93.15
13B	(6-Panel) Basic Panel Drug Screen (blood, urine or vitreous)	68.40
13T	(6-Panel) Basic Panel Drug Screen (tissue)	78.30
	OTHER DRUG SCREENS	
15	(6-Panel) DRUGS OF ABUSE SCREEN-BENZODIAZEPINES, COCAINE METABOLITE, METHAMPHETAMINE, OPIATES, PCP, THC (ANTEMORTEM CASES ONLY)	48.58
16	10-PANEL DRUG SCREEN-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM (ANTEMORTEM CASES ONLY)	71.35
17	AMPHETAMINES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
18	AMPHETAMINES SCREEN, TISSUE	25.00
19	BENZODIAZEPINES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
20	BENZODIAZEPINES SCREEN (TISSUE)	25.00
21	CANNABINOIDS SCREEN (URINE, BLOOD OR VITREOUS)	19.00
22	CANNABINOIDS SCREEN (TISSUE)	25.00
23	COCAINE METABOLITE SCREEN (URINE, BLOOD OR	19.00

RFQ# SHARC-364
BOS agenda 3.48 APPROVED ON 7/31/2018
Form #116-311 Revision Date: 01/13/2016

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County of Riverside Purchasing and Fleet Services
2980 Washington Street Riverside, CA 92504
Telephone: (951) 955-4937

COUNTY OF RIVERSIDE
AMENDMENT NO. 3 TO THE AGREEMENT
WITH
BIO-TOX LABORATORIES, INC.

	VITREOUS)	
24	COCAINE METABOLITE SCREEN (TISSUE)	25.00
25	DESIGNER STIMULANT SCREEN (URINE, BLOOD OR VITREOUS)	125.00
26	DESIGNER STIMULANT SCREEN (TISSUE)	135.00
27	LSD SCREEN (BLOOD OR VITREOUS)	75.00
28	OPIATES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
29	OPIATES SCREEN (TISSUE)	25.00
30	PHENCYCLIDINE SCREEN (URINE, BLOOD OR VITREOUS)	19.00
31	AMPHETAMINES CONFIRMATION, LC/MS/MS	79.25
32	OPIATES CONFIRMATION, LC/MS/MS	94.11
33	PHENCYCLIDINE, LC/MS/MS	42.61
	OTHER DRUGS (AND/OR METABOLITE), LC/MS/MS	
34	ACETAMINOPHEN	104.00
35	ALBUTEROL	104.00
36	AMITRIPTYLINE	104.00
37	ATENOLOL	104.00
37.1	ATROPINE	104.00
38	BENZTROPINE	104.00
39	BROMPHENIRAMINE	104.00
40	BUPRENORPHINE	104.00
41	BUPROPION	128.75
42	BUSPIRONE	104.00
43	CARBAMAZEPINE	104.00
44	CARISOPRODOL	104.00
45	CHLORPHENIRAMINE	104.00
46	CHLORPROMAZINE	104.00
47	CITALOPRAM/ESCITALOPRAM	104.00
48	CLONIDINE	104.00
49	CYCLOBENZAPRINE	104.00
50	DEXTROMETHORPHAN	104.00
50.1	DILTIAZEM	104.00
51	DIPHENHYDRAMINE	104.00
52	DOXEPIN	104.00
53	DOXYLAMINE	104.00
54	DULOXETINE	104.00
55	FENTANYL	104.00
56	FLUOXETINE	104.00
57	GABAPENTIN	128.75
58	GAMMA-HYDROXYBUTYRATE	208.00
59	HALOPERIDOL	104.00
60	HYDROXYZINE	104.00
61	KETAMINE	104.00
62	LAMOTRIGINE	104.00
63	LEVETIRACETAM	104.00
64	LEVORPHANOL	104.00

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65	LIDOCAINE	104.00
66	MECLIZINE	104.00
67	MEPERIDINE	104.00
68	METHADONE	104.00
69	METHOCARBAMOL	104.00
70	MIRTAZAPINE	104.00
71	NALOXONE	104.00
72	OLANZAPINE	104.00
73	OXCARBAZEPINE	104.00
74	PAROXETINE	104.00
75	PHENAZEPAM	104.00
75.1	PHENIRAMINE	123.80
76	PENTERMINE	104.00
76.1	PHENYLPROPANOLAMINE	104.00
77	PHENYTOIN	128.75
78	PRIMIDONE	104.00
79	PROMETHAZINE	104.00
80	PROPRANOLOL	104.00
81	PSEUDOEPHEDRINE	104.00
82	QUETIAPINE	104.00
83	RISPERIDONE	104.00
84	SERTRALINE	104.00
85	TOPIRAMATE	128.75
86	TRAMADOL	104.00
87	TRAZODONE	104.00
88	VENLAFAXINE	104.00
89	ZOLPIDEM	104.00
	SPECIAL FEES	
90	BIOHAZARD WASTE FEE	1.00
91	CAPITATION CORONER PANEL	475.00
92	CAPITATION COMPREHENSIVE PANEL	675.00
93	CAPITATION CORONER REVIEW	875.00
94	CHAIN OF CUSTODY-storage only per sample; no testing; antemortem	15.00
95	CHAIN OF CUSTODY-storage only per sample; no testing; postmortem	15.00
96	HANDLING, SHIPPING & SPECIAL CARE	AT COST
97	LEAKING SAMPLE	25.00
98	MATRIX EFFECT-Unsuccessful quantitative analysis due to unusual problems with submitted sample.	150.00
99	NAME DISCREPANCY	19.00
99.1	OUTGOING SPLIT	50.00
100	RUSH SAMPLE ANALYSIS-1-2 weeks turnaround time depending on complexity of case	NO CHARGE
101	STAT PICK UP FEE-60 MILE MAXIMUM (Call for other arrangements outside of 60 miles)	75.00
102	SAMPLE RETURN	25.00
103	STAT FEE, PER TEST-24 to 48 hours turnaround time	200.00

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104	TISSUE PREPARATION	50.00
105	TRIP CHARGE	25.00
106	13 Panel Drug Screen-Antimortem	105.00
*Capitation fees only include drugs tested by Bio-Tox and are inclusive of the coroner panel or comprehensive panel drugs (i.e. bath salts and GHB are not included). Does not include tissue prep fees, chain of custody samples, or tests done after initial receipt.		
Notes: Drugs listed are subject to review and change as deemed necessary by laboratory management. Testimony fees will be billed to the District Attorney directly, not to Riverside County Sheriff's Department.		