

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND BIO TOX LABORATORIES, INC.**

TOXICOLOGY AND LAB SERVICES

(AGREEMENT NO 18-196)

THIS FIRST AMENDMENT is made and entered into as of **July 11, 2023** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Bio Tox Laboratories, Inc.**, a **Corporation** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **September 11, 2018**, the City and Consultant entered into that certain Agreement entitled "Agreement for **Consultant Services for Toxicology and Lab Services**," in the amount of **Fifty Thousand Dollars and No Cents (\$50,000.00)** each fiscal year for a total not to exceed Agreement amount of **Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00)**

b. The parties now desire to extend the term to **June 30, 2025**, update the Payment Rates, and increase the payment in the amount of **One Hundred Ninety Five Thousand Dollars and No Cents (\$195,000.00)**, and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2025**, unless sooner terminated pursuant to the provisions of this Agreement.

3. Section 4 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The **FIRST** Amendment amount shall not exceed **One Hundred Ninety Five Thousand Dollars and No Cents (\$195,000.00)**, for additional **Toxicology and Lab Services** for a total Agreement amount of **Four Hundred Forty Five Thousand Dollars and No Cents (\$445,000.00)**.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

BIO-TOX LABORATORIES, INC.

By: _____
Zak Schwank, Mayor

By: X *Tracey Stangarone*
Tracey Stangarone, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: X *Sue Somers*
Sue Somers, Assistant Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Bio Tox Laboratories, Inc.
Attn: Tracey Stangarone
1965 Chicago Avenue, Ste. C
Riverside, CA 92507
Phone: 951-341-9355
E-Mail: tracey@biotoxlabs.com

City Purchasing Mgr.
Initials and Date:
ts 5/3/23

ATTACHMENT “A”

Riverside County Sheriff contracts with Bio Tox Laboratories for toxicology and lab services. Services with the City of Temecula are per County pricing as outlined in County of Riverside contract ID #SHARC-96148-002-60/23.

Effective 7/1/22 a nominal price increase was negotiated and agreed upon with the County of Riverside under their current contract and attached hereto and incorporated herein as though set forth in full.

The not to exceed amount listed herein is an estimated expenditure and this Agreement does not guaranteed Consultant this amount in purchased services.

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**EXHIBIT B-3
 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
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	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
<p>*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.</p>		
<p>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.</p>		