

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.62
(ID # 22698)

MEETING DATE:

Tuesday, August 29, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve Amendment No. 4 to the Professional Service Agreement with Bio-Tox Laboratories, Inc., for Toxicology Services for the Sheriff's Coroner for Ten Years and Approve the Increase in the Annual Contract Amount from \$650,000 to \$860,000. All Districts. [Total Cost - \$8,600,000 Over Ten Years, \$860,000 Annually; Up to 860,000 in Additional Compensation; 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Amendment No. 4 with Bio-Tox Laboratories, Inc. for toxicology services for a total aggregate amount of \$8,600,000 over 10 years plus up to \$860,000 in additional compensation, to continue in effect through June 30, 2028 and authorize the Chair of the Board of Supervisors to execute Amendment No. 4 on behalf of the County, and
2. Authorize Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that stay within the intent of the Agreement, including modifications of the Scope of Service, and sign amendments to the compensation provision that do not exceed the sum of ten percent (10%) of the total cost of the Agreement.

ACTION:Policy


Matthew Jimenez 7/28/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 860,000	\$ 860,000	\$ 9,460,000	\$ 0
NET COUNTY COST	\$ 860,000	\$ 860,000	\$ 9,460,000	\$ 0
SOURCE OF FUNDS: 100% Sheriff Budget			Budget Adjustment:	No
			For Fiscal Year:	23/24-27/28

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Coroner cases require toxicology testing to determine the level of chemical substance in bodily fluids and in various organs for determining the mode, manner, and cause of death. In many instances, the cause of death is determined solely by toxicology test results. Additionally, many criminal cases require testing of those suspected of being under the influence of drugs and/or alcohol. Changing trends in drug and alcohol consumption have resulted in the need to broaden and increase toxicology testing. Increased toxicology testing panels are required to capture deaths related to opioid use, which include testing for Fentanyl. The increase of the use of obscure chemicals to commit suicide require specialized testing to determine cause of death. Riverside County Coroner continues to see caseload increases, specifically overdose cases, from drugs such as Fentanyl, which has increased over 85% from 2020.

Impact on Citizens and Businesses

The toxicology reports provide support for the determination of cause of death and support criminal cases requiring testing of those suspected of being under the influence of drugs or alcohol. The citizens benefit by having forensic evidence used to solve criminal cases and determine cause of death.

Contract History and Price Reasonableness

County Purchasing and Fleet Services, on behalf of the Sheriff's Department, released a Request for Proposal (RFP) # SHARC 364, soliciting a proposal for toxicology testing services. The proposal was advertised on publicpurchase.com in which twenty-six (26) vendors were invited to participate in the bid, eighteen (18) vendors downloaded the bid, and two (2) vendors submitted their responses to the RFP. The proposals were reviewed by the evaluation team consisting of Sheriff's Coroner, and each bid response was evaluated based on the criteria set forth in the RFP: overall responses to the RFP requirements, bidders experience and ability provide all the lab services and meet service timeframe, reference, and financial, and overall compliance with the RFP. It was determined that Bio-Tox Laboratories, Inc., a local County vendor, is the lowest, most responsive responsible bidder that can meet all the County requirements. Previous three (3) amendments increased the line items shown on Exhibit B, without increase to annual budget.

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Based on the number of cases from the prior fiscal year and the increase in case load, the Department is requesting an increase of the annual aggregate amount from \$650,000 to \$860,000.

Attachment

Three (3) copies of the Amendment No. 4 with Bio-Tox Laboratories, Inc.

Meghan Hahn

Meghan Hahn, Deputy Director of Procurement 7/27/2023

Rebecca S Cortez

Rebecca S Cortez, Principal Management Analyst 8/21/2023

Michelle Paradise

Michelle Paradise, ACEO 8/22/2023

Kristine Bell-Valdez

Kristine Bell-Valdez, Supervising Deputy County Counsel 7/27/2023

COUNTY OF RIVERSIDE
AMENDMENT NO. 4 TO THE AGREEMENT
WITH
BIO-TOX LABORATORIES, INC.

Original Contract Term:	07/01/2018 through 06/30/2028
Effective Date of Amendment:	07/01/2023
Original Annual Maximum Contract Amount:	\$650,000
Amended Annual Maximum Contract Amount:	\$860,000
Contract ID:	SHARC-96148-002-06/23

This Amendment No. 4 to the Professional Service Agreement for Toxicology Services between County of Riverside (COUNTY) and Bio-Tox Laboratories, Inc., a California corporation (CONTRACTOR), (Amendment No. 4) shall be effective July 1, 2023 (Effective Date).

RECITALS

WHEREAS, the Parties entered into that certain Professional Service Agreement for Toxicology Services, effective July 1, 2018; that certain Amendment No. 1, effective September 1, 2018; that certain Amendment No. 2, effective January 9, 2019; and that certain Amendment No. 3, effective July 1, 2022; the agreement, together with the amendments, is collectively referred to as the "Agreement";

WHEREAS, the COUNTY and CONTRACTOR now desire to amend the Agreement to delete Period of Performance; and

WHEREAS, the COUNTY and CONTRACTOR now desire to amend the Agreement to delete in its entirety Exhibit B-3, Amended Payment Provisions, and replace with Exhibit B-4, Amended Payment Provisions, and increase the annual budget from \$650,000 to \$860,000.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is amended to delete in its entirety the Period of Performance, section 2.1 replace in its entirety with the following:

This Agreement shall be effective July 1, 2018, upon signature of this Agreement by both parties and continue in effect through June 30, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancellable multi-year agreement.

3. The Agreement is amended to delete the second sentence is Compensation, section 3.1 and replace with the following:

Maximum payments by COUNTY to CONTRACTOR shall not exceed eight hundred sixty thousand dollars (\$860,000) annually, including all expenses.

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All previous reference to the annual amount of \$650,000 are hereby replaced with the updated amount of \$860,000.


4. The Agreement is amended to delete in its entirety Exhibit B-3, Amended Payment Provisions, and replace with Exhibit B-4, Amended Payment Provisions.
5. All other terms and conditions of the Agreement not modified herein shall remain unchanged.
6. The Effective Date of this Amendment No. 4 shall be July 1, 2023.

{signature page to follow}

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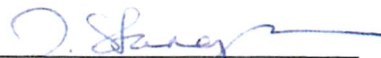
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 4.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
Kevin Jeffries, Chair
Board of Supervisors

Dated: 8/29/23

Bio-Tox Laboratories, Inc.,
a California corporation


By: 
Name: Tracey Stangarone
Title: CEO/Secretary

Dated: 7/25/23

ATTEST:
Kimberly Rector
Clerk of the Board

BY: 

APPROVED AS TO FORM:
Minh C. Tran, County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel

COUNTY OF RIVERSIDE
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**EXHIBIT B-4
 AMENDED PAYMENT PROVISIONS**

Contract #	Test Description	Service Fee
	ALCOHOL AND VOLATILES	
1	ALCOHOL, URINE	46.58
2	ALCOHOL, VITREOUS	46.58
3	ALCOHOL, BLOOD	79.00
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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	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	PHENTERMINE	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.		