

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**



**DEPARTMENT:** Fire  
Purchasing & Strategic Sourcing  
**AGENDA DATE:** December 17, 2024  
**PUBLIC HEARING DATE:** Not Applicable  
**CONTACT PERSON NAME:** Jonathan P. Killings, Fire Chief      **PHONE NUMBER:** (915) 493-5609  
K. Nicole Cote, Managing Director      **PHONE NUMBER:** (915)212-1092  
**DISTRICT(S) AFFECTED:** All  
**STRATEGIC GOAL:** No. 2 – Set the Standard for a Safe and Secure City  
**SUBGOAL:** 2.3 – Increase public safety operational efficiency

**SUBJECT:**

Discussion and action that the City Manager be authorized to sign Contract No. 2024-0178R Physical Exams & Drug Screening for the Fire Department between the City of El Paso ("City") and Muhammad Sameed Khan dba P&N Ventures LLC dba Fastest Labs for physical exams and drug screening services for the Fire Department for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager or designee, for an estimated total cost of \$322,920.00 for the first term and an estimated total cost of \$538,200.00 including the option to extend; and that service provider is to be paid based on the services performed.

**BACKGROUND / DISCUSSION:**

This contract will provide services of a certified Medical Review Officer to conduct Physical Exams and Drug Screening for uniformed Fire Department positions.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

A pre-proposal meeting was held on June 20, 2024. No suppliers were in attendance.

**SELECTION SUMMARY:**

Solicitation was released on June 11, 2024 and June 18, 2024. The solicitation was posted on City website on June 11, 2024. There were a total thirteen (13) viewers online; three (3) proposals were received; one (1) from a local provider.

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$160,320.00 for the initial term, which represents a 98.60% increase due to increase of annual testing.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

Not Applicable

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$322,920.00  
Funding Source: General Fund  
Account: 322-1000-22010-521120-P2202

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

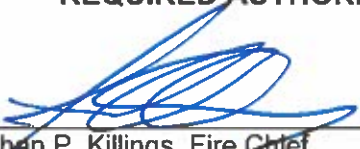
Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
NA	NA

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Jonathan P. Killings, Fire Chief

  
\_\_\_\_\_  
K. Nicole Cote, Managing Director

Project Form  
Request for Qualifications

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Regular Agenda for the City Council of December 17, 2024.

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.3 Increase public safety operational efficiency

**Award Summary:**

Discussion and action that the City Manager be authorized to sign Contract No. 2024-0178R Physical Exams & Drug Screening for the Fire Department between the City of El Paso ("City") and Muhammad Sameed Khan dba P&N Ventures LLC dba Fastest Labs for physical exams and drug screening services for the Fire Department for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager or designee, for an estimated total cost of \$322,920.00 for the first term and an estimated total cost of \$538,200.00 including the option to extend; and that service provider is to be paid based on the services performed.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$160,320.00 for the initial term, which represents a 98.60% increase due to increase of annual testing.

Department:	Fire
Award to:	Muhammad Sameed Khan dba P&N Ventures LLC dba Fastest Labs
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$107,640.00
Initial Term Estimated Award:	\$322,920.00
Option Term Estimated Award:	\$215,280.00
Total Estimated Award	\$538,200.00
Account(s)	322-1000-22010-521120-P2202
Funding Source(s):	General Fund
District(s):	All

This was a Request for Qualifications procurement, service contract.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Muhammad Sameed Khan dba P&N Ventures LLC dba Fastest Labs, the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

## CITY OF EL PASO RFQ SCORESHEET

PROJECT: 2024-0178R Physical Exams &amp; Drug Screening

*Evaluation of Submittal*

	MAX POINTS	Muhammad Sameed Khan dba P&N Ventures LLC, dba Fastest Labs of El Paso El Paso, TX	Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers Addison, TX	Statcare Urgent & Walk In Medical Care PLLC dba NAO Medical Hicksville, NY
<b>Factor A - Qualifications and Reputation</b>	<b>35</b>	34.29	26.67	21.33
<b>Factor B - Extent to which the Proposed Services Meet the Municipality's Needs</b>	<b>20</b>	20.00	17.33	14.00
<b>Factor C - Experience – Comparable Contracts</b>	<b>15</b>	11.67	12.45	7.33
<b>Factor D - References</b>	<b>10</b>	10.00	3.33	5.33
<b>Factor E - Location and availability of resources</b>	<b>20</b>	16.00	19.33	19.33
<b>TOTAL SCORE</b>	<b>100</b>	<b>91.95</b>	<b>79.11</b>	<b>67.33</b>
Rank		1	2	3



**CITY OF EL PASO  
REQUEST FOR QUALIFICATIONS TABULATION FORM**



**Bid Opening Date: July 10, 2024**

**Solicitation #: 2024-0178R**

**Project Name: Physical Exams and Drug Screening**

**Department: Fire**

<b>OFFERORS NAME:</b>	<b>LOCATION:</b>	<b>AMENDMENT(S) ACKNOWLEDGED:</b>
Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers	Addison, TX	YES
Muhammad Sameed Khan dba P & N Ventures LLC, dba : Fastest Labs	El Paso, TX	YES
Statcare Urgent & Walk In Medical Care PLLC dba NAO Medical	Hicksville, NY	YES
<b>RFQs SOLICITED: 277 LOCAL RFQs SOLICITED: 78 RFQs RECEIVED: 3 LOCAL RFQs RECEIVED: 1 NO BIDS: 6</b>		

**NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.**

Approved:   /s/  

Date: 7/16/2024

**2024-0178R Physical Exams and Drug Screening  
Viewer's List**

<u>No.</u>	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>
1	Bound Tree Medical, LLC	06/11/2024	No Bid	Chicago	IL
2	Paso-Tex Industries LLC	07/02/2024	No Bid	El Paso	TX
3	Zeraus Iluminacion	06/11/2024	No Bid	El Paso	TX
4	Mattingly Low Vision, Inc	06/11/2024	No Bid	El Paso	TX
5	Concentra Medical (Occupational Health Centers of the SW)	07/10/2024	Submitted	El Paso	TX
6	Fastest Labs of El Paso (P & N Ventures LLC)	07/08/2024	Submitted	El Paso	TX
7	Confidential Drug Testing (Confidential Drug Testing)		Viewed	El Paso	TX
8	Smart Testing Lab and Physican Care Practice PLLC		Viewed	El Paso	TX
9	DiaMedical USA Equipment LLC	06/11/2024	No Bid	Farmington Hills	MI
10	North America Procurement Council Inc., PBC		Viewed	Grand Junction	CO
11	Nao Medical (Statcare Urgent and Walkin Medical Care)	07/10/2024	Submitted	mineola	NY
12	Xeron Clinical Lab		Viewed	Union	NJ
13	Unipak Corp.	06/11/2024	No Bid	West Long Branch	NJ

# RESOLUTION

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign Contract No. 2024-0178R Physical Exams & Drug Screening for the Fire Department between the City of El Paso (“City”) and Muhammad Sameed Khan dba P&N Ventures LLC dba Fastest Labs for physical exams and drug screening services for the Fire Department for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager or designee, for an estimated total cost of \$322,920.00 for the first term and an estimated total cost of \$538,200.00 including the option to extend; and that service provider is to be paid based on the services performed.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

### CITY OF EL PASO:

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Oscar Leeser  
Mayor

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Laura D. Prine  
City Clerk

APPROVED AS TO CONTENT:




Carlos Armendariz  
Assistant City Attorney

APPROVED AS TO CONTENT:



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K. Nicole Cote, Managing Director  
Purchasing & Strategic Sourcing Department



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Jonathan P. Killings, Fire Chief  
Fire Department





**SECTION III. SCOPE OF SERVICES.** The Service Provider hereby agrees to perform the requested physical exams and drug screening services in accordance with the specifications of the City's RFQ, (attached and incorporated hereto as *Exhibit A*), the Proposal submitted by the Service Provider in response to the RFQ (attached and incorporated hereto as *Exhibit B*) pursuant to the terms and conditions set forth in the Contract Clauses of such RFQ and this Agreement. The scope of services identified within the RFQ and Proposal and clarified by this Agreement shall be referred to collectively as the "Services." All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.

**SECTION IV. NON-EXCLUSIVE AGREEMENT.** This Agreement is non-exclusive. The City shall be entitled to enter into stress management service agreements with other properly selected individuals or businesses that qualify to provide stress management services.

**SECTION V. PRE-REQUISITE TO AGREEMENT.** The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement.

**SECTION VI. REPRESENTATIONS OF THE SERVICE PROVIDER.** In addition to the prerequisite qualifications required prior to entering into this Agreement, the Service Provider also agrees to comply with the following requirements:

- A. It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B. The Service Provider, including each individual employed by the Service Provider and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized and licensed to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all required professional licenses during the term of this Agreement. If the Service Provider receives notice from a licensing authority of a suspension or revocation of a license of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or fails to remove any employee who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.



- C. The City shall be informed of any changes to the Service Provider's personnel so that the City Manager may approve the qualifications of the different or additional Service Provider's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.
- D. The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

**SECTION VII. INDEPENDENT SERVICE PROVIDER.** Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

**SECTION VIII. COMPENSATION AND INVOICES.** The City shall pay the Service Provider for each session of services at the rates set forth in the *Proposal Cost* attached hereto as *Exhibit C*. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained in writing prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the Fire Department for each month in which services are performed according to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall specify the number of sessions conducted by the type of services as provided in Section A of the RFQ. Invoices shall be delivered to the Chief Fire Officer.

**SECTION IX. HEALTH INFORMATION AND CONFIDENTIALITY OF RECORDS**  
The Service provider recognizes that it will receive health information as a result of this Agreement. Health information is defined as information provided and or made available by the City to the Service Provider and has the definition in 45C.F.R. 160.102. The Service Provider shall comply with 45 C.F.R. §164.502(e) and §164.504(e) governing protected health information and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. The Service Provider shall enter into the Business Associate Agreement with the City attached as *Exhibit E*. The Business Associate Agreement in Exhibit E shall govern the use and disclosure of the health information. Upon termination of this Agreement the

Service Provider shall have the obligations with respect to the protected health information received from the City found in Section B.3 of Exhibit E.

**SECTION X. INSPECTIONS AND AUDITS.** The City reserves the right to inspect and audit the Service Provider's records. The Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with services of this Agreement. The Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. The Service Provider shall be required to keep such books and records available for such purposes for at least five (5) years after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

**SECTION XI. REPORTS.** The Service Provider shall provide monthly written report ("Utilization Reports") to the Police Chief of the services rendered pursuant to this Agreement. The Utilization Report shall provide an analysis of the progress of the program and recommendations. Oral reports detailing the progress of the Employee Assistance Program may be requested as the City deems reasonably necessary.

**SECTION XII. INSURANCE REQUIREMENTS.** With no intent to limit the Service Provider's liability or the indemnification provisions set forth hereinafter, the Service Provider shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

#### **A. INSURANCES**

**1. Worker's Compensation.** A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

**2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance.** The Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Service Provider and the Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Service Provider or by

anyone directly employed by the Service Provider. The minimum limits of liability and coverage shall be as follows:

a) **Commercial General Liability**

**Personal Injury or Death**

\$1,000,000 for each person

\$1,000,000 in the aggregate

**Property Damage**

\$1,000,000 for each occurrence

\$1,000,000 in the aggregate

b) **Vehicle Liability**

**Combined Single Limit**

\$1,000,000 per accident

**B. ERRORS AND OMISSIONS LIABILITY INSURANCE.** The Service Provider shall procure and maintain, at the Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.



claims by any party against the Service Provider reduce the aggregate amount of coverage below the amounts required by this Agreement.

**I. DELIVERY OF POLICIES.** The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Service Provider with the City's Purchasing Manager prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso  
Purchasing & Strategic Sourcing Department  
Attn: Managing Director  
300 N. Campbell  
El Paso, TX 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Service Provider to provide the City's Purchasing Manager with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Service Provider entitling the City, upon three (3) days written notice to the Service Provider to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Service Provider, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Service Provider to comply with this requirement shall constitute a default of the Service Provider allowing the City, at its option, to terminate this Agreement as referenced above.

**SECTION XIII. TERMINATION OF AGREEMENT.** In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

**A. TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Service Provider shall cease all services under this Agreement. Upon such termination, the Service Provider shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

**B. TERMINATION FOR DEFAULT:** It is further understood and agreed by the Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the

other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Service Provider pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined.

#### **SECTION XIV. INDEMNIFICATION**

Service Provider or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Service Provider every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Service Provider will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Service Provider may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Service Provider will pay all judgments finally establishing liability of the City in actions defended by Service Provider pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Service Provider, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Service Provider's property from any cause.

#### **SECTION XV. GENERAL PROVISIONS.**

- A. TIME IS OF THE ESSENCE.** The Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.
- B. SUCCESSOR AND ASSIGNS.** The Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Service Provider if the Service Provider shall attempt to assign without prior written consent.



**C. VENUE.** For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**D. LEGAL CONSTRUCTION.** Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or her designee.

**E. COMPLIANCE WITH LAW.** The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

**F. NOTICE.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

**CITY:** City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890

**COPY TO:** Fire Department  
Fire Chief  
416 N. Stanton, 2nd Floor  
El Paso, Texas 79901

**BUSINESS ASSOCIATE:** Muhammad Sameed Khan dba P&N Ventures LLC  
dba Fastest Labs  
Attn: Muhammad Sameed Khan  
5734 Trowbridge Dr.  
El Paso, TX 79924

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

**G. FORCE MAJEURE.** The Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

**H. COMPLETE AGREEMENT.** This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.




**IN WITNESS WHEREOF** the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

**CITY OF EL PASO:**

\_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Carlos Armendariz  
Assistant City Attorney

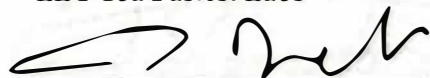
**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
K. Nicole Cote, Managing Director  
Purchasing & Strategic Sourcing Department

  
\_\_\_\_\_  
Jonathan P. Killings, Fire Chief  
Fire Department

**SERVICE PROVIDER**

Muhammad Sameed Khan dba P&N Ventures  
LLC dba Fastest Labs

  
\_\_\_\_\_  
Printed Name: Muhammad Sameed Khan  
Title: Owner

(Acknowledgements begin on following page)

**ACKNOWLEDGEMENT**

**THE STATE OF TEXAS** §  
§  
**COUNTY OF EL PASO** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by **Dionne Mack**, as **City Manager of the City of El Paso, Texas**.

\_\_\_\_\_  
**Notary Public, State of Texas**

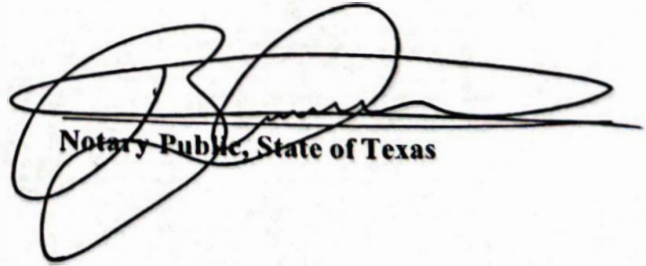
**My commission expires:**

\_\_\_\_\_

**ACKNOWLEDGEMENT**

**THE STATE OF TEXAS** §  
§  
**COUNTY OF El Paso** §

This instrument was acknowledged before me on this 18 day of November 2024, by  
Brenda Chacon, as \_\_\_\_\_ of **Muhammad Sameed Khan dba P&N**  
**Ventures LLC dba Fastest Labs**.

  
**Notary Public, State of Texas**

**My commission expires:**

03-21-2027



STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

**THIS AGREEMENT** is entered into on \_\_\_\_\_, 2024 by and between the CITY OF EL PASO, TEXAS (“CITY”), as the Covered Entity, and MUHAMMAD SAMEED KHAN DBA P&N VENTURES LLC DBA FASTEST LABS, a Texas corporation (“BUSINESS ASSOCIATE”) by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(c) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”). Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

**RECITALS**

**WHEREAS**, CITY has engaged BUSINESS ASSOCIATE to perform physical exams and drug screening services through Contract No. 2024-0178R;

**WHEREAS**, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

**WHEREAS**, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

**WHEREAS**, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

**NOW THEREFORE**, CITY and BUSINESS ASSOCIATE agree as follows:

**A. HIPAA Terms**

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (I)(h) to this Section.
  - a. **Agreement** shall refer to this document.
  - b. **Business Associate** means Norton Medical Industries, Inc.
  - c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and usc.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes:  
To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).
5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of



**BUSINESS ASSOCIATE** or to carry out legal responsibilities of **BUSINESS ASSOCIATE**, provided:

a. The disclosure is required by law; or

b. The **BUSINESS ASSOCIATE** obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the **BUSINESS ASSOCIATE** of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

6. **Data Aggregation Services.** **BUSINESS ASSOCIATE** is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of **CITY**. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

7. **BUSINESS ASSOCIATE OBLIGATIONS:**

a. **Limits on Use and Further Disclosure Established by Agreement and Law.** **BUSINESS ASSOCIATE** hereby agrees that the Information provided or made available by the **CITY** shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).

b. **Appropriate Safeguards.** **BUSINESS ASSOCIATE** will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).

c. **Reports of Improper Use or Disclosure.** **BUSINESS ASSOCIATE** hereby agrees that it shall report to **CITY** within two (2) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).

d. **Subcontractors and Agents.** **BUSINESS ASSOCIATE** hereby agrees that any time Information is provided or made available to any subcontractors or agents, **BUSINESS ASSOCIATE** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable,

BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
  - k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
  - l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(I)).
  - m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
  - n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
  - o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
  - p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.
8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164,



(Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.

10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

**B. Term and Termination**

1. **Term.** The Term of this Agreement shall be effective as of the date of Contract No. 2024-0178R, and shall terminate on the same date Contract No. 2024-0178R or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
  - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
  - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
  - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
  - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
  - b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
  - c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than



as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;

- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

**C. Remedies.** If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

- 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
- 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- 3. Terminate this Agreement immediately.
- 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.
- 5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

**D. Miscellaneous**

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890

COPY TO: Fire Department  
Fire Chief  
416 N. Stanton, 2rd Floor  
El Paso, Texas 79901

BUSINESS ASSOCIATE: Muhammad Sameed Khan dba P&N Ventures LLC  
dba Fastest Labs  
Attn: Muhammad Samced Khan  
5734 Trowbridge Dr.  
El Paso, TX 79924

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance,

exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

*(Signatures follow on next page)*



STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

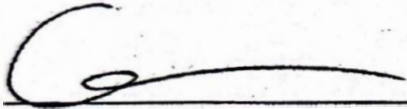
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the \_\_\_  
day of \_\_\_\_\_, 2024.

**CITY OF EL PASO:**


\_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Carlos Armendariz  
Assistant City Attorney

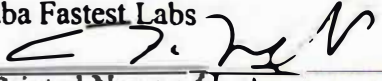
**APPROVED AS TO CONTENT:**

  
K. Nicole Cote, Managing Director  
Purchasing & Strategic Sourcing Department

  
\_\_\_\_\_  
Jonathan P. Killings, Fire Chief  
Fire Department

**SERVICE PROVIDER**

Muhammad Sameed Khan dba P&N Ventures LLC  
dba Fastest Labs

  
\_\_\_\_\_  
Printed Name : Muhammad Sameed Khan  
Title: Owner