

**General**

**Document Number :** GA-07686  
**Document Title :** Cornerstone Government Affairs Inc.  
**Category :** Other  
**Status :** Active

**Show More****Contracting Party**

**Contracting Party :** Cornerstone Government Affairs Inc.  
**Party Contact :** none  
**Party Address 1 :** 800 Maine Avenue SW  
**Party Address 2 :** 7th Floor  
**Party City :** Washington  
**Party State / Province :** DC  
**Party Country :** UNITED STATES  
**Party Postal Code :** 20024  
**Party Contact Email :** none  
**Party Office Phone :** none  
**Party Mobile Phone :** none  
**Party Fax :** none  
**Party Tax ID :** none  
**Party Alias :** none

**Terms**

**Execution Date :** Oct 15, 2019  
**Effective Date :** Oct 12, 2019  
**Expiration Date :** Oct 11, 2020  
**Special Terms :** 3 one year renewal options ending 10/11/23.  
**Governing Law :** UNITED STATES  
**Termination Date :**  
**Termination Reason :** none

**Requestor**

**Requesting Entity :** Services - Consulting  
**Requesting Department :**  
**Requesting Contact :**  
**Requesting Title :** Purchasing  
**Requesting Phone :**  
**Requesting Fax :**  
**Requesting Email :** Priority 2

**Custom**

**Corporate Compliance File No. :** 0  
**HC Attorney File No. :** 19hsp0650  
**HC Attorney :** Rosalinda Garcia  
**HC Buyer :** Susan Hutchins  
**HC Purchasing Job No. :** none  
**HC Purchasing Project No. :** none  
**Board Motion No. :**  
**Products / Services :** Agreement under which Cornerstone Government Affairs Inc. provides legislative services as Harris Health System's intergovernmental liaison.  
**Amount :** 49999  
**Amount Comments :** none  
**Department :** Public Policy and Government Relations  
**Monitoring Officer :** Mark Fury  
**Department Head :** Robert King Hillier

**Department Administrator :** Robert King Hillier  
**Department Executive Vice President :** Robert King Hillier  
**Other Department Contact :** none  
**MO Form Received :**  
**Monitoring Workplan Filed? :** no  
**Monitoring Workplan Approved by QP? :** no  
**HIPAA Language in Contract? :** no  
**BAA on File? :** no  
**Credentialed? :** no  
**Credentialing Date :**  
**Comments :** None  
**Process Start Date :** Oct 7, 2019  
**Process End Date :** Nov 5, 2019  
**Received from Purchasing Agent :** Sep 17, 2019  
**Sent to Purchasing Agent :** Oct 8, 2019  
**Received from Department :**  
**Sent to Department :**  
**Sent to HC Attorney :** Oct 7, 2019  
**Received from HC Attorney :** Oct 8, 2019  
**Sent to CEO :**  
**Received from CEO :**  
**Sent to Controller :**  
**Received from Controller :**  
**Sent to Commissioners Court :**  
**Received from Commissioners Court :**  
**Storage Box Number :** 164  
**Storage Reference Number :** RF042760364  
**Vendor Evaluation 2014 :**  
**Performance Rating 2014 :**  
**Comments Performance Rating 2014 :**  
**Recommendation 2014 :**  
**Vendor Evaluation 2015 :**  
**Performance Rating 2015 :**  
**Comments Performance Rating 2015 :**  
**Recommendation 2015 :**  
**Vendor Evaluation 2016 :**  
**Performance Rating 2016 :**  
**Comments Performance Rating 2016 :**  
**Recommendation 2016 :**  
**Vendor Evaluation 2017 :**  
**Performance Rating 2017 :**  
**Comments Performance Rating 2017 :**  
**Recommendation 2017 :**



DeWight Dopslauf, C.P.M., CPPO  
Harris County Purchasing Agent

**MEMORANDUM**

**TO:** Cynthia Mayfield  
Advanced Analytics & Business Strategy  
Harris Health System

**FROM:** Susan Hutchins  
Buyer  
Harris County Purchasing

**DATE:** September 12, 2019

**RE:** Agreement between Harris Health System and Cornerstone Government  
Affairs, Inc.

Attached for signature are the following:

- 3 copies of the agreement
- Dept approval memo
- Monitoring Officer – Robert King Hillier
- Department Head – Robert King Hillier
- County Attorney – Rosalinda Garcia

Please obtain signatures and return originals to me via email.

If you have any questions, please call me at (713) 274-4416. Thanks.

SH  
Attachments

9/17



**DeWight Dopslauf, C.P.M., CPPO  
Harris County Purchasing Agent**

**MEMORANDUM**

**TO:** King Hillier, VP - Public Policy & Gov Relations  
Harris Health System

**FROM:** Susan Hutchins / Buyer  
Harris County Purchasing

**DATE:** September 12, 2019

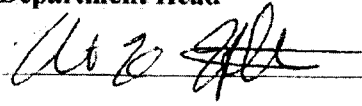
**RE:** **Approval of Agreement between Harris Health and Cornerstone Government Affairs, Inc.**

Please review the attached Agreement between Harris Health and Cornerstone Government Affairs, Inc. and sign below if you are in agreement with the content. Also, provide the name of the Department Head and Monitoring Officer below. Please return this letter to me via email at [susan.hutchins@pur.hctx.net](mailto:susan.hutchins@pur.hctx.net).

Should you have any questions, please contact me at 713-274-4416.

**Department Head**

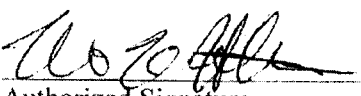
**Monitoring Officer**

  
\_\_\_\_\_

  
\_\_\_\_\_

The Agreement has been reviewed by this Department and is complete and accurate as to the Department's intent.

Departmental approval is hereby granted for the execution of said Agreement.

  
Authorized Signatory

*PUBLIC POLICY & GOVT RELATIONS*  
Department

*VP*  
Title

*9/13/19*  
Date

SH

Harris Health System  
P.O. Box 66769, Houston, Texas 77266-6769

# MEMO

**Date:** October 8, 2019

**To:** **Susan Hutchins**  
Harris County Purchasing

**From:** Cynthia Mayfield  
Contract Analyst



**RE:** Agreement for Signature

URGENT

For Review

Please Comment

Please Reply

Attached is an original of the document listed below. Please obtain the final signatures for the agreement and then return an original to me for further processing.

**Agreement with Cornerstone Government Affairs Inc.**

**County Attorney File No. 19hsp0650**  
**Prodagio Number: 07686**

Thank you for your assistance. Please contact me at 713-566-6322 should you have questions or need additional information.



Vince Ryan  
Harris County Attorney

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**INTERDEPARTMENTAL MEMORANDUM**

TO: Cynthia Mayfield

FROM: Rosalinda García, Sr. Assistant County Attorney

DATE: October 8, 2019

RE: Agreement with Cornerstone Government Affairs, Inc.; C.A. File No. 18HSP0650.

Attached is the executed agreement.

Harris Health System  
P.O. Box 66769, Houston, Texas 77266-6769

# MEMO

Date: October 7, 2019

To: Rosalinda Garcia  
Harris County Attorney

From: Cynthia Mayfield  
Contract Analyst



RE: Agreement for Signature

URGENT

For Review

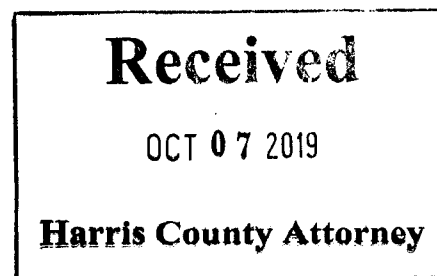
Please Comment

Please Reply

Attached are three (3) original of the agreement listed below. Please sign and date the documents and then return them to me for further processing.

**Agreement with Cornerstone Government Affairs, Inc.**

County Attorney File No.: 19hsp0650  
Prodagio No. GA-07686



## AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS, INC. FOR LEGISLATIVE SERVICES

This Agreement (Agreement) is entered into between the Harris County Hospital District d/b/a Harris Health System, a political subdivision of the State of Texas (Harris Health), with a principal business address of 2525 Holly Hall, Houston, Texas 77054, and Cornerstone Government Affairs, Inc. (Cornerstone), with a principal business address at 800 Maine Avenue, SW, 7<sup>th</sup> Floor, Washington, DC 20024.

1. *Services.* Cornerstone agrees to serve as Harris Health's intergovernmental liaison by providing the following Services:
  - 1.1 Provide and disseminate timely information, analysis, and recommendations to Harris Health's Board of Trustees, Chief Executive Officer, and other staff on proposed laws, rules, regulations, and policies that may directly or indirectly affect Harris Health, including health care, health care reform, health care financing for adults and children, behavioral health, development disabilities, Medicaid, Medicaid Rebased, Medicare, and funding for indigent care (Legislative Actions);
  - 1.2 Meet with designated officials and staff on a regular or as-needed basis to understand Harris Health's programs, fiscal needs and problems caused by Legislative Actions, including budgetary cutbacks, so that Harris Health's needs and problems may be communicated to state and federal officials and legislators;
  - 1.3 Transmit information concerning Harris Health's programs, problems, and concerns to and from appropriate state and federal officials;
  - 1.4 Meet with members of local, state and federal legislative delegations on an as-needed basis to identify and address Legislative Actions that might impact successful outcomes for Harris Health;
  - 1.5 Facilitate access to and meetings with key state and federal officials regarding Legislative Actions;
  - 1.6 Advocate and give testimony to members of the legislature, Congress, and state and federal agencies in favor or against Legislative Actions;
  - 1.7 Upon request, provide Harris Health's officers and staff with "talking points," "position papers," and comments regarding proposed Legislative Actions;
  - 1.8 Submit all information, reports, or progress updates to Harris Health's Chief Executive Officer;
  - 1.9 Assist in the preparation of monthly summary reports regarding pending and approved Legislative Actions;
  - 1.10 Submit a monthly report regarding the services provided to Harris Health's Chief Executive Officer; and



1.11 Coordinate policy development, advocacy, and meetings regarding legislation with the Texas Teaching Hospitals of Texas.

2. *Term.*

2.1 This Agreement will have an initial term of one year, effective October 12, 2019. Harris Health shall have the sole option to renew the Agreement for three (3) additional terms of one (1) year each on the same terms and conditions as set forth in this Agreement.

2.2 With regard to the renewal or extension of this Agreement, the District has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the District exercises any renewal option, the renewal is subject to the future allocation of funds for the renewal period.

3. *Compensation.*

3.1 Subject to Section 7, Harris Health agrees to pay Cornerstone \$4,166.58 per month during the term of this Agreement. This amount is intended to compensate Cornerstone for all time and expenses. Cornerstone agrees that it is not entitled to bill or receive payment for any amounts in excess of those stated in this section.

3.2 Cornerstone agrees to submit all invoices to the following address: Harris County Hospital District, Accounts Payable Dept., P.O. Box 66769, Houston, TX 77266-6769. The invoices must be in a form acceptable to Harris Health and must include the following information:

- a. The total amount requested;
- b. The total number of hours worked by Cornerstone's employees; and
- c. A copy of the monthly written report provided to the Chief Executive Officer.

3.3 Harris Health agrees to pay all undisputed amounts within thirty (30) days of receipt.

4. *Termination.*

4.1 Harris Health may terminate this Agreement, with or without cause, at any time by giving Cornerstone thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

4.2 Upon receipt of a notice of termination, Cornerstone must discontinue all services in connection with the performance of this Agreement.

4.3 As soon as practicable after receipt of notice of termination, Cornerstone must submit a statement showing the amount due, with the appropriate monthly payment prorated through the date of termination.

4.4 Harris Health's Chief Executive Officer will review such statement and approve it with such modifications, if any, as may be deemed necessary. In the event of termination, copies of all completed or partially completed data, information, documents and instruments prepared under this Agreement shall be delivered to Chief Executive Officer within thirty (30) days of termination.

5. *Independent Contractor.*

5.1 Cornerstone agrees to furnish all equipment, materials and tools necessary for the completion of his obligations at no additional charge to Harris Health. Cornerstone must perform all Services as an independent contractor and is not entitled to any fringe benefits offered to Harris Health's employees. Harris Health looks to Cornerstone for results only.

5.2 Cornerstone must be solely responsible for the payment of any taxes imposed on the performance of the Services or the payment for those Services, including withholding of state and federal income, sales and ad valorem taxes, unemployment compensation, worker's compensation, or other taxes or expenses which may be incurred by Cornerstone. Cornerstone is solely liable for all taxes, charges, and fees that may be imposed by the State of Texas or any other political subdivision in connection with this Agreement.

5.3 **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY DETERMINES THAT CORNERSTONE IS NOT AN INDEPENDENT CONTRACTOR, CORNERSTONE AGREES TO INDEMNIFY AND HOLD HARMLESS HARRIS HEALTH FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, OR EXPENSES THAT MAY BE INCURRED BY HARRIS HEALTH AS A RESULT OF THIS DETERMINATION.**

6. *Notices.* Any notice required or permitted to be given by certified mail, return receipt requested, or delivered to the following addresses:

If to Harris Health: George V. Masi  
President & CEO  
Harris Health System  
2525 Holly Hall Street  
Houston, TX 77054

With a copy to: Mike Norby  
Chief Financial Officer  
Harris Health System  
2525 Holly Hall Street  
Houston, TX 77054

If to Cornerstone: Cornerstone Government Affairs, Inc.  
800 Maine Avenue, SW, 7<sup>th</sup> Floor  
Washington, D.C. 20024


7. *Limit of Appropriation.* Prior to the execution of this Agreement, Cornerstone has been advised by Harris Health and Cornerstone clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that Harris Health shall have available the total maximum sum of \$49,999 specifically allocated to fully discharge any and all liabilities which may be incurred by Harris Health, including any and all costs for any and all things or purposes, ensuing under or out of this Agreement, irrespective of the nature thereof and notwithstanding any word, statement or thing contained in or inferred from the provisions of this Agreement which might in any light by any person be interpreted to the contrary during the initial term. When the funds allocated by Harris Health are expended, Cornerstone's sole and exclusive remedy shall be to terminate this Agreement. With regards to the renewal or extension of this Agreement, Harris Health has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if Harris Health exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.
8. *HIPAA.* This Agreement shall not be construed to establish a "business associate" relationship as that term is defined in and for purposes of the Health Insurance Portability and Accountability Act, and implementing regulations issued pursuant thereto (HIPAA). This Agreement does not contemplate or permit disclosure of protected health information, as that term is defined by HIPAA.
9. *Non-Assignment.* Cornerstone is not authorized to assign any portion of this Agreement.
10. *No state or federal exclusion.* Cornerstone warrants that neither it nor any officer or employee he is listed on any state or federal exclusion list.
11. *Records.*
  - 11.1 Cornerstone agrees to maintain full and accurate records with respect to all matters covered under this Agreement for seven years after final payment or for the period required by law, whichever is longer.
  - 11.2 Cornerstone agrees to provide, upon request, access to all books, records, papers, and other information relating to this Agreement to Harris Health and federal, state, and local governmental authorities having jurisdiction.
12. *No third-party beneficiaries.* Harris Health is not obligated or liable to any party other than Cornerstone for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of Harris Health with respect to any third party.

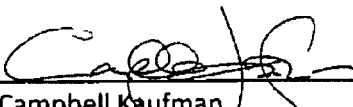
13. *Conflicts of Interest.* Harris Health and Cornerstone recognize that Cornerstone may work for other individuals or entities during the term of this Agreement. Cornerstone agrees not to engage in activities that would adversely affect Harris Health's business interests. Cornerstone will not engage in any conflict of interest or action that would violate state or federal laws. Cornerstone agrees to make arrangements to immediately eliminate any actual or potential conflict of interest that may arise from Cornerstone's services to others.
14. *Applicable Law.*
  - 14.1 This Agreement is governed by the laws of the State of Texas and the venue and forum for action arising out of this Agreement must be in a court of competent jurisdiction in Harris County, Texas, exclusively.
  - 14.2 Cornerstone agrees to comply with all applicable federal and state laws, rules, and regulations, is responsible for all licenses, disclosures, notices, and registrations which may be required in connection with the performance of this Agreement, and must pay all costs and expenses incident thereto. Further, Cornerstone must not make any recommendations which would conflict with any federal or state law, rule, or regulation.
15. *Waiver.* Waiver by either party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach. Nothing in this Agreement shall reduce or eliminate any remedies available to Harris Health or Cornerstone in law or equity. Neither the execution of this Agreement nor any other conduct of either party shall be considered a waiver of any right, remedy, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
16. Cornerstone hereby certifies that neither this Agreement nor the performance thereof either directly or indirectly confers any personal or financial benefit upon any member of the Board of Trustees or any other officer or employee of Harris Health.
17. Nothing herein shall be construed to authorize the payment of money, goods, services, or anything of value or benefit to any public or private person for the purpose of influencing or affecting the performance of public duties by any person.
18. *Captions.* The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.
19. *Contract Construction.* This Agreement shall not be construed against or in favor of any party hereto based upon the fact that the party did or did not authorize this Agreement.
20. *Severability.* If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

21. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties. No prior written or prior contemporaneous oral promise or representation is binding. No other act, document, usage, or custom shall be deemed to amend or modify this Agreement. The Agreement may not be amended, changed, or extended except by written instrument signed by both parties.
22. *Effective Date.* The effective date of this Agreement will be the date the Agreement is approved and executed by all Parties.
23. *Execution.* This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each signatory represents that he is duly authorized to execute this Agreement.

HARRIS COUNTY HOSPITAL DISTRICT  
D/B/A HARRIS HEALTH SYSTEM

CORNERSTONE GOVERNMENT AFFAIRS, INC.

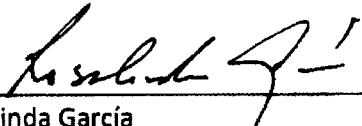
SA By   
DeWight Dopslauf  
Harris County Purchasing Agent

  
Campbell Kaufman  
Principal & Managing Director

Date: 10-15-19

Date: August 15<sup>th</sup>, 2019

APPROVED AS TO FORM:  
VINCE RYAN  
HARRIS COUNTY ATTORNEY

By   
Rosalinda Garcia  
Sr. Assistant County Attorney (19HSP650)