

# **SEXUAL DISCRIMINATION COMPLIANCE MONITOR CONTRACT**

**Between Hidalgo County Community Supervision and Corrections Department  
and**

**Ofelia De Los Santos, Attorney At Law**

## **I. PARTIES TO THE CONTRACT AND DEFINITIONS**

- (a) Offelia De Los Santos will be referred to as "the Sexual Discrimination Compliance Monitor" or simply as "the Monitor"
- (b) The Hidalgo County Community Supervision and Corrections Department will be referred to as the "the department" or "HCCSCD".
- (c) The Director of the HCCSCD will be referred to as "the Director of the department".
- (d) The Overseer of the Community Supervision and Corrections Department will be referred to as "the Overseer of the department" or simply as "the Overseer".
- (e) The Board of Judges of Hidalgo County, Texas, will be referred to as "the Board of Judges".
- (f) Any employee of HCCSCD that submits a written complaint to the Monitor Complaining of alleged sexual discrimination, sexual harassment or retaliation will be referred to as "the complainant".
- (g) Any HCCSCD employee or official who is the subject of the complainant's written complaint of sexual discrimination, sexual harassment or retaliation submitted to the Monitor will be referred to as "the respondent".

## **II. PURPOSE OF AGREEMENT**

This contract and agreement provides the basis by which the department and the Sexual Discrimination Compliance Monitor may carry out their inter-related activities. The ultimate purpose of this agreement is to provide the department and the Director of the department with assistance in keeping the department free of any and all sexual discrimination and sexual harassment, as well as provide the Director of the department, with the information necessary to properly decide how best to deal with any complaints of sexual discrimination or sexual harassment that may be asserted by any HCCSCD employee or other person against the HCCSCD and/or any of its employees.

### **III. AUTHORITY / RESPONSIBILITIES OF THE SEXUAL DISCRIMINATION COMPLIANCE MONITOR**

The Sexual Discrimination Compliance Monitor shall have the following authority / responsibilities:

1. To receive, review, investigate and evaluate all written complaints by employees of HCCSCD or other person of sexual discrimination and/or sexual harassment against HCCSCD or any employee of HCCSCD which are referred to the Monitor by the Director of the department.
2. To receive, review, investigate and evaluate all written complaints by employees of HCCSCD or other person claiming that they have been retaliated against by HCCSCD, or any employee of HCCSCD, for having raised allegation of discrimination or sexual harassment which are referred to the Monitor by the Director of the department.
3. All interviews and investigations shall be conducted at a site other than the CSCD as determined by the Monitor.
4. The Monitor shall submit a timely written report to the Director of the department on each complaint of sexual discrimination, sexual harassment or retaliation that the Monitor has received, reviewed, investigated and evaluated.

Such report shall contain a discussion of the particular claims asserted in the written complaint, the extent of the Monitor's investigation (e.g., who was interviewed; whether written statements were requested and/or received and, if so, the content of those written statements; and the complete extent of the facts gathered), what actions the Monitor recommends be taken with regard to the written complaint, and the basis for the Monitor's recommendation.

The Monitor shall within two working days after completing the report, hand-deliver to the Director of the department the original of the report and a copy of all documentation received and/or prepared by the Monitor while reviewing, investigating or evaluating the written complaint of sexual discrimination, sexual harassment or retaliation.

The Monitor shall within two working days after the completion of the report see to it that a copy of the report is sent by certified mail, return receipt requested, to the last known addresses of the complainant(s) and respondent(s) to the complaint.

The Director of the department will have no more than thirty days to decide whether to follow the recommendation of the Monitor, send the matter back to the Monitor for further investigation explaining why the Director of the department believes additional investigatory work is necessary, or issue a decision on the complaint different from what the Monitor recommended.

The decision of the Director of the department shall be in writing and shall state the reasons why the Director has reached the decision that he/she has reached. The Director's decision shall be final.

The Director of the department shall within two working days of the issuance of his/her decision see to it that a copy of the Director's decision is sent by certified mail, return receipt requested, to the business address of the Monitor, and to the last known addresses of the complainant(s) and respondent(s) to the complaint.

5. If the Director of the department is the subject of (a named respondent in) any written complaint of sexual discrimination or sexual harassment submitted to the Monitor by an employee of the HCCSCD, then and in that event the Monitor shall submit the written report to the Overseer of the HCCSCD, instead of the Director of the department, for review and a decision.
6. The Monitor shall review the department's current sexual harassment policy and make recommendations to the Director of the department as to any changes which she deems to be appropriate.
7. Sexual Harassment / Discrimination training may be provided by the Monitor at the HCCSCD expense when requested by the Director of the department.

#### **IV. COST OF SERVICES AND BILLING PROCESS**

The Sexual Discrimination Compliance Monitor shall receive a fee of \$150.00 per hour for services performed. The total fee for any given complaint of sexual discrimination, sexual harassment or retaliation shall not exceed \$1,500.00 without the prior written consent of the Director of the department.

On the fifteenth day of each month, during which services were provided, the Monitor will present the Director of the department with an itemized statement for payment of services performed pursuant to the terms of this contract.

Upon receipt of the Monitor's statement for payment, the department will requisition for payment of said services in the manner usually utilized by the County of Hidalgo.

The Monitor agrees to furnish to the department, the Texas Department of Criminal Justice - Community Justice Assistance Division ("TDCJ-CJAD") and/or Hidalgo County such information as may be requested by the department, TDCJ-CJAD and/or Hidalgo County relating to the services described in this contract. The Monitor shall permit the department, TDCJ-CJAD and Hidalgo County to audit, inspect, review and/or evaluate the Monitor's records, reports and performance of the services of the Monitor under this contract at any time.

**V. CONDITION OF AGREEMENT**

It is understood that the employees of the department or individuals acting as agents of the department are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity or gift for services provided under this agreement. The Monitor warrants that no employee or agent of the department has been retained to solicit or secure this contract and that the Monitor has not paid or agreed to pay any employee of the department any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this contract or as an inducement for entering into this agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this agreement.

**VI. ADDITIONAL TERMS OF AGREEMENT**

The Monitor agrees to comply with all applicable standards and guidelines.

Monitor warrants that the Monitor is duly licensed by and in good-standing with the State Bar of Texas and is not currently the subject of any disciplinary or other license suspension/revocation proceedings of the State Bar of Texas. Monitor agrees to promptly notify the department in the event of any change in the Monitor's status of good standing or upon becoming the subject of any disciplinary action, in which event the department in its sole discretion may elect to immediately terminate this agreement. Monitor further represents that the Monitor is aware of no conditions or restrictions contained in the State Bar of Texas rules and/or regulations which would prohibit the Monitor from performing the services herein prescribed.

The Monitor may not assign the obligations or rights under this contract to any person without the prior consent of the Director of the department.

Monitor agrees that neither the Monitor nor any other person directly employed by the Monitor or who assists the Monitor in performing the services hereunder shall be considered to be an employee of the department, the County of Hidalgo, or the State of Texas during the term of this contract. Monitor agrees that the Monitor is an independent contractor and represents and warrants that Monitor does not desire to request any fringe benefits or other benefits provided employees of the department, the State of Texas, or Hidalgo County.

The Monitor agrees that the Monitor shall adopt and implement work place guidelines concerning persons with an AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of the Monitor, clients of the department, employees of the department and any other person served by the Monitor in accordance with the provisions located in Acts 1989, 71st Leg., Ch.1195, Secs. 5.03 and 5.04.

The department and the Monitor agree that either party may terminate this contract at any time during the term of this contract for any reason or no reason at all by giving the other party thirty (30) days prior written notice of the desire to terminate this contract. In such event, this contract shall be null and void as of the effective date of termination and neither party shall have any further rights or duties hereunder.

This contract shall, unless sooner terminated, be effective for a period of two (2) years from the date signed by both parties and may be extended for one (1) additional year upon agreement of both parties.

HCCSCD hereby indemnifies and holds harmless the Monitor, the Monitor's agents, servants, and employees from and against any and all damages, losses, liabilities, suits, actions, demands, proceedings, whether legal or administrative, and expenses, including but not limited to attorneys fees, arising directly or indirectly out of any breach of this agreement, misrepresentation, misconduct or negligence on the part of the HCCSCD, its agents, servants or employees.

Entered into agreement and signed this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

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Ofelia ~~De~~ Los Santos  
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Joe Lopez, Executive Director  
Community Supervision &  
Corrections Department  
Hidalgo County, Texas