

South Carolina Home Detention Act

Standards for Private Entity Contract Service Providers

Definitions.

All words and terms shall have their meanings as defined in the current edition of the Home Detention Standards of the Minimum Standards for Local Detention Facilities in South Carolina. Unless the context requires otherwise, the following additional words and terms shall have the meanings indicated below:

(a) “Governing Body” means the elected body of any county or municipality or consolidated government with statutory power to pass ordinances and enter into written contracts with corporations, enterprises, or agencies to provide public services.

(b) “Contract Service Provider” means any private entity that enters into written contracts or agreements with governing bodies or departments to provide supervision, counseling, and collection services for all participants placed in a program pursuant to the Home Detention Act.

Implementation.

These Contract Service Provider Home Detention Standards shall be officially in effect immediately upon their establishment by the South Carolina Association of Counties and their formal adoption by the South Carolina Department of Corrections. If a governing body has an actual contract already awarded at the time that these Standards take effect, and if that governing body wishes to delay application of these Standards in its jurisdiction because some or all of the requirements may present a conflict, then that governing body shall notify in writing the Local Detention Committee of the South Carolina Association of Counties. Such a delay must be only for the duration of the existing contract which has already been awarded. Upon the conclusion of that existing contract period, the governing body and any contract service provider used by the governing body must comply with these Standards.

Qualifications of Contract Service Providers.

Contract service providers must meet the following qualifications:

(a) Contract service providers must employ a person who is responsible for the direct supervision of caseworkers and who has a minimum of five (5) years experience in corrections, parole, or probation services.

(b) Clear criminal record.

1. All employees must be of good moral character and have not been convicted of a felony or any crime involving moral turpitude within the last ten (10) years, unless a pardon has been obtained.

2. No person shall be hired with an outstanding warrant for his/her arrest.

(c) Possess written evidence of general liability insurance coverage of at least \$1 million which must be maintained at all times while providing services.

(d) Must be at least twenty-one years of age.

(e) Each owner, director, or agent must sign a confidentiality statement agreeing to hold the identity of participants and records confidential. The confidentiality statement shall be maintained in the employee personnel files;

(f) A contract service provider must continuously maintain the following qualifications:

1. Each owner, director, agent, and employee must maintain a criminal record free of felony conviction or plea, and free of misdemeanor convictions or plea involving moral turpitude. In addition, each owner, director, agent, and employee must notify the governing body and department in writing if he or she has been charged with, arrested for, or pled guilty or nolo contendere to, or has been convicted of, any misdemeanor involving moral turpitude or any felony, within ten (10) business days of such event.
2. Each operator, director, agent, and case worker employed by a contract service provider must successfully complete orientation training within six (6) months of the beginning of operations and must complete relevant continuing education courses every year as required by the governing body.

Exclusions.

The following persons may not own, operate, direct, or serve as an employee or agent of a contract service provider furnishing services as described in the Home Detention Act: Any person for whom owning, operating, directing, or serving as an employee or agent would pose an actual, potential, or apparent conflict of interest due to the existence of a fiduciary, business, or personal relationship with any participant as defined in the Home Detention Act or in the Home Detention Standards, or due to the existence of any other relationship that would place the owner, operator, employee, or agent in a position to exert undue influence on, exploit, take undue advantage of, or breach the confidentiality of, any participant. Further, no judge, public probation or parole officer or employee, employee of a court in this state, employee of a detention or correctional agency, employee of a law enforcement agency, or any spouse thereof, to the extent services are to be provided within the same jurisdiction served by the judge, public probation or parole officer or employee, court employee, detention or correctional employee, or law enforcement employee, may own, operate, direct, or serve as an employee or agent of a contract service provider.

Contract Requirements.

Contract Service Providers must have a written agreement or contract with a governing body or department which contains the following requirements:

1. Description of the extent of services to be rendered;
2. Staff qualifications which meet or exceed these standards;
3. Criminal records checks completed on all staff;
4. Policies and procedures for staff training;
5. Bonding of staff;
6. Staffing levels and standards of supervision, including the type and frequency of contacts;
7. Collection procedures for handling court-ordered fines, fees, and restitution;
8. Procedures for handling indigent participants;
9. Violation reporting procedures and circumstances;
10. Reporting and record keeping procedures;
11. Default and contract termination procedures; and
12. A schedule listing the fees and charges assessed to the participants supervised by the contract service provider.

Additionally, the contract service provider must provide documentation to the governing body or department of its ability to furnish continuous service in these areas upon request.

Case Worker Standards.

The standards for any person employed as a caseworker with a contract service provider are:

- (a) Be at least 21 years of age at the time of appointment;
- (b) Have completed at least a standard two-year college course of study, or have at least four (4) years of criminal justice experience, at the time of appointment. Documentation of education and criminal justice experience shall be maintained in the employee personnel files;
- (c) Complete an initial orientation program and annual in-service training as required and approved by the governing body or department; and
- (d) Complete a criminal background check.
 - 1. A case worker must be of good moral character and have not been convicted of, or pled guilty or nolo contendere to, a felony or any crime involving moral turpitude within the last ten (10) years, unless a pardon has been obtained.
 - 2. No person shall be hired with an outstanding warrant for his/her arrest.

Contract Service Provider Employee Standards.

Any employee, agent, or volunteer who provides any service to participants or has access to contract service provider records, or who has telephone or face-to-face contact with participants under supervision, or access to participant data, must meet the following requirements:

- (a) Be at least 21 years of age;
- (b) Sign a confidentiality statement agreeing to hold the identity of participants and records confidential. This statement shall be maintained in employee personnel files;
- (c) Sign a statement cosigned by the contract service provider director or his/her designee that the employee has received an orientation on these rules as well as operations guidelines relevant to that employee's job duties. The signed statement and the established job duties shall be maintained in employee personnel files;
- (d) Complete a criminal background check.
 - 1. An employee must be of good moral character and have not been convicted of a felony or any crime involving moral turpitude within the last ten (10) years, unless a pardon has been obtained.
 - 2. No person shall be hired with an outstanding warrant for his/her arrest.
- (e) No person shall be employed who fails to possess at a minimum a high school or equivalent diploma.
- (f) Complete appropriate training within six (6) months of appointment and annual in-service training as required and approved by the governing body or department.
- (g) Employees may assist caseworkers with case related administrative duties, but they shall not be allowed to have decision making authority with respect to participants.

Training.

Employee training must consist of a minimum of forty (40) hours of instruction as follows:

1. One (1) hour orientation to electronic monitoring;
2. One (1) hour overview of types of equipment;
3. Two (2) to four (4) hours of training related to an overview of the criminal justice system;
4. Two (2) two-hour blocks (total four [4] hours) of instruction on recognizing and reading court orders;
5. Two (2) to four (4) hours of public relations;
6. One (1) hour on media relations;
7. One (1) hour on family and participant orientation;
8. Two (2) hours on the importance of record-keeping;
9. Eight (8) hours of data entry and familiarization with forms;
10. Eight (8) hours of installing and troubleshooting equipment;
11. Four (4) hours of staff and victim safety issues; and
12. Two (2) to four (4) hours on legal issues.

Contract Service Provider Responsibilities.

In addition to meeting all other requirements, every owner, operator, director, or agent is responsible for the following:

- (a) Providing services for the supervision, counseling, and collection of court-ordered fines of participants assigned to the contract service provider by the court;
- (b) The actions of all employees and agents carried out within the scope of employment, whether they are characterized as employees, agents, or independent contractors;
- (c) Training all employees who have contact with participants to provide accurate information regarding their case and to maintain confidentiality;
- (d) Maintaining an employee folder for every employee containing the job application, signed statements required by these rules, training records, criminal justice experience, documentation of education, and criminal history record check information;
- (e) Prohibiting the solicitation of participants for any products or services that present a conflict of interest.
- (f) Ensuring the quality of case management and execution of all court orders in a professional manner; and
- (f) Complete accountability to the governing body, department, and court in reporting the status of cases assigned to the contract service provider for supervision.

Contract Service Provider Reports.

All contract service providers shall provide the governing body, department, and court with a report in such detail and at such time intervals as required by the governing body, the department, and the court.

All records of the contract service provider shall be open to inspection as requested by the governing body, department, court, or Department of Corrections.

Contract Service Provider Records.

- (a) All records must be maintained in a secure and confidential manner.

(b) Each contract service provider must maintain the following records for the designated period of time as specified in the retention schedules provided by the Department of Archives and History for jail records. Records must be available and accessible for inspection by the governing body, department, court, and Department of Corrections upon request:

These records include, at a minimum:

1. All written contracts or agreements for services;
2. All court orders for all participants assigned for supervision;
3. All accounting ledgers and related documents;
4. All payment receipts issued to participants for all funds received;
5. All participant case history and management reports and documents;
6. All other documents pertaining to the case management of each participant assigned for supervision.

(c) Each contract service provider must make available all records, files, and other documentation pertaining to an individual participant when a law enforcement agency requests the information in writing because the participant is the subject of an investigation or is a potential witness in an active case.

Contract Service Provider Fees.

No contract service provider shall assess, collect, or disburse any funds as it pertains to the collection of court-ordered monies, except by written order of the court.

No contract service provider, owner, director, agent, or employee may offer any program service or component for an additional fee unless the fee charge has been ordered by the court.

Notification of the Sale, Merger, or Acquisition of the Contract Service Provider.

In the event that a contract service provider becomes associated with another corporation, enterprise, or agency, whether through acquisition, merger, sale, or any other such transaction, that contract service provider shall inform the governing body, department, and court within ten (10) calendar days after the effective date of the transaction. The written notice shall include the names, addresses, and telephone numbers of all primary parties, the effective date of the merger or sale or consolidation, and the nature of the business relationship of the new contract service provider. A violation of any provision contained in the applicable statute may result in a breach of contract for all services rendered.

Name, Location, and Telephone Number.

No contract service provider may assert or represent that it is owned, operated, or endorsed by the State of South Carolina, or any of its political subdivisions or departments thereof.

The owner, director, or agent must immediately notify the governing body, department, court, and Department of Corrections in writing of any change in the status of the primary contract service provider's location, address, or telephone number.