



## State of South Carolina Office of the Governor

NIKKI R. HALEY  
GOVERNOR

OFFICE OF EXECUTIVE  
POLICY AND PROGRAMS

March 28, 2013

Mayor Don Camp  
Town of Great Falls  
PO BOX 177  
Great Falls, SC 29055-1638

Dear Mayor Camp:

The State Office of Victims Assistance (SOVA) is sending this notice to inform you that we have completed the 90 day Follow-up Programmatic Review for the Town of Great Falls Victim Assistance Program and a copy of official report is attached for your review. Due to Proviso 89.61, SOVA is now legislatively mandated to conduct programmatic reviews on any entity or non-profit organization receiving victim assistance funding to ensure that the crime victim funds are expended in accordance with the law.

Once again, enclosed is a copy of our audit results. Please be advised that all SOVA audits and follow-up reports are public information. You will have 5 business days from the completion date stated on the front of this report to provide me with a written response. At the end of 5 business days, this report will be posted on the SOVA website at [www.sova.sc.gov](http://www.sova.sc.gov) under the SOVA auditing tab.

Should you have any further questions or concerns, please feel free to contact me or Mr. Walter A. Bethune, III at (803)734-1900.

Sincerely,

A handwritten signature in black ink that reads "Larry Barker".

Larry Barker, Ph.D.  
Director

CC: Chief Steven Rice  
Julie Blackwell

VICTIMS' COMPENSATION • VICTIM/WITNESS ASSISTANCE • TRAINING • INFORMATION • REFERRALS

STATE OFFICE OF VICTIM ASSISTANCE  
1205 PENDLETON STREET, EDGAR A. BROWN BUILDING, ROOM 401  
COLUMBIA, SC 29201 (803) 734-1900  
[WWW.SOVA.SC.GOV](http://WWW.SOVA.SC.GOV)



**Office of the Governor  
State Office of Victim Assistance**

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September 27, 2012

**Programmatic Review of  
The Town of Great Falls  
Victim Assistance Funds**

March 28, 2013

**90-day Follow-up Review**

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Acronyms:

FFA – Fines, Fees, and Assessment

SOVA – State Office of Victims Assistance

SCLEVA – South Carolina Law Enforcement Victim Advocate

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# Introduction and Laws

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## PREFACE

This 90-day Follow-up Programmatic Review was initiated in response to recommendations made in the SOVA initial review issued on September 27, 2012. On January 4, 2013, the Director of SOVA issued a letter to the County Administrative Office and the Sheriff's Department, to inform them of the Town of Great Falls Victim Assistance 90-day Follow-up Review. The review was conducted on February 5, 2013.

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### *Governing Laws and Regulations* *Proviso 89.61*

General Provision 89.61. (GP: Assessment Audit / Crime Victim Funds) Effective July 1, 2011

If the State Auditor finds that any county treasurer, municipal treasurer, county clerk of court, magistrate, or municipal court has not properly allocated revenue generated from court fines, fines, and assessments to the crime victim funds or has not properly expended crime victim funds, pursuant to Sections 14-1-206(B)(D), 14-1-207(B)(D), 14-1-208(B)(D), and 14-1-211(B) of the 1976 Code, the State Auditor shall notify the State Office of Victim Assistance. The State Office of Victim Assistance is authorized to conduct an audit which shall include both a programmatic review on review and financial audit of any entity or non-profit organization receiving victim assistance funding based on the referrals from the State Auditor or complaints of a specific nature received by the State Office of Victim Assistance to ensure that crime victim funds are expended in accordance with the law. Guidelines for the expenditure of these funds shall be developed by the Victim Services Coordinating Council. The Victim Services Coordinating Council shall develop these guidelines to ensure any expenditure which meets the parameters of Title 16, Article 15 is an allowable expenditure.

**Proviso 89.61(cont)**

Any local entity or non-profit organization ~~who~~ that receives funding from ~~victim assistance~~ revenue generated from crime victim funds is required to submit their budget for the expenditure of these funds to the State Office of Victim Assistance within thirty days of the ~~budget being approved by the local budget's approval by the governing entity~~ body of the entity or non-profit organization. Failure to comply with this provision shall cause the State Office of Victim Assistance to initiate a programmatic review and a financial audit of the entity's or non-profit organization's expenditures of victim assistance funds. Additionally, the State Office of Victim Assistance will place the name of the non-compliant entity or non-profit organization on their website where it shall remain until such time as they are in compliance with the terms of this proviso. ~~In addition, any~~ Any entity or non-profit organization receiving victim assistance funding must cooperate and provide expenditure/program data requested by the State Office of Victim Assistance. If the State Office of Victim Assistance finds an error, the entity or non-profit organization has ninety days to rectify the error. An error constitutes an entity or non-profit organization spending victim assistance funding on unauthorized items as determined by the State Office of Victims Assistance. If the entity or non-profit organization fails to cooperate with the programmatic review and financial audit or to rectify the error within ninety days, the State Office of Victim Assistance shall assess and collect a penalty ~~of~~ in the amount of the unauthorized expenditure plus \$1,500 against the entity or non-profit organization for improper expenditures ~~in a fiscal year.~~ This penalty plus \$1,500 must be paid within thirty days of the notification by the State Office of Victim Assistance to the entity or non-profit organization that they are in non-compliance with the provisions of this proviso. All penalties received by the State Office of Victim Assistance shall be credited to the General Fund of the State. If the penalty is not received by the State Office of Victim Assistance within ~~ninety~~ thirty days of the notification, the political subdivision will deduct the amount of the penalty from the entity or non-profit organization's subsequent fiscal year appropriation.

**SC Code of Law  
Title 14**

Courts – General Provisions

Collection/Disbursement of Crime Victim Monies at the Municipal & County Levels: below is a brief synopsis of applicable sections.

- **Sec. 14-1-206, subsection(s) A, B & D:** A person who is convicted of, pleads guilty or nolo contendere to, or forfeits bond for an offense occurring after June 30, 2008, tried in general sessions court must pay an amount equal to 107.5 percent of the fine imposed as an assessment. The county treasurer must remit 35.35 % of the revenue generated by the assessment imposed in general sessions to the county to be used exclusively for the purpose of providing direct victim services and remit the balance of the assessment revenue to the State Treasurer on a monthly basis by the fifteenth day of each month.
  
- **Sec. 14-1-207 Subsection(s) A, B & D:** A person who is convicted of, pleads guilty or nolo contendere to, or forfeits bond for an offense occurring after June 30, 2008, tried in magistrate’s court must pay an amount equal to 107.5 percent of the fine imposed as an assessment. The county treasurer must remit 11.16 % of the revenue generated by the assessment imposed in magistrate’s court to the county to be used exclusively for the purpose of providing direct victim services and remit the balance of the assessment revenue to the State Treasurer on a monthly basis by the fifteenth day of each month.
  
- Sec. 14-1-208 Subsection(s) A, B & D:** A person who is convicted of, pleads guilty or nolo contendere to, or forfeits bond for an offense occurring after June 30, 2008, tried in municipal’s court must pay an amount equal to 107.5 percent of the fine imposed as an assessment. The county treasurer must remit 11.16 % of the revenue generated by the assessment imposed in municipal court to the county to be used exclusively for the purpose of providing direct victim services and remit the balance of the assessment revenue to the State Treasurer on a monthly basis by the fifteenth day of each month.
  
- **Sec. 14-1-211 Subsection A, B, &D:** A one hundred dollar surcharge is imposed on all convictions obtained in general sessions court and a twenty-five dollar surcharge is imposed on all convictions obtained in the magistrate’s and municipal court must be retained by the jurisdiction which heard or processed the case and paid to the city or county treasurer.

**SC Code of Law**  
**Title 14 (cont)**

- **(B)** Any funds retained by the county or city treasurer must be deposited into a separate account for the exclusive use for all activities related to those service requirements that are imposed on local law enforcement, local detention facilities, prosecutors, and the summary courts. These funds must be used for, but are not limited to, salaries, equipment that includes computer equipment and internet access, or other expenditures necessary for providing services to crime victims. All unused funds must be carried forward from year to year and used exclusively for the provision of services to the victims of crime.

All unused funds must be separately identified in the governmental entity's adopted budget as funds unused and carried forward from previous years. **(D)** To ensure that surcharges imposed pursuant to this section are properly collected and remitted to the city or county treasurer, the annual independent external audit required to be performed for each municipality and each county must include a review of the accounting controls over the collection, reporting, and distribution of surcharges from the point of collection to the point of distribution and a supplementary schedule detailing all surcharges collected at the court level, and the amount remitted to the municipality or county.

The supplementary schedule must include the following elements:

- (a) All surcharges collected by the clerk of court for the general sessions, magistrates, or municipal court;
- (b) The amount of surcharges retained by the city or county treasurer pursuant to this section;
- (c) The amount of funds allocated to victim services by fund source; and
- (d) How those funds were expended, and any carry forward balances.

The supplementary schedule must be included in the external auditor's report by an "in relation to" paragraph as required by generally accepted auditing standards when information accompanies the basic financial statements in auditor submitted documents.

## AUDIT OBJECTIVES

The SC State Legislative Proviso 89.61 mandates the State Office Victim Assistance to conduct an audit which shall include both a programmatic review and financial audit of any entity or non-profit organization receiving victim assistance funding based on the referrals from the State Auditor or complaints of a specific nature received by the State Office of Victim Assistance to ensure that crime victim funds are expended in accordance with the law.

### **Audit Objectives were;**

- To determine if the Town of Great Falls reviewed current victim advocate program and evaluated and revised how services are being offered to crime victims.
- To determine if the Town of Great Falls evaluated the Victim Services options in the initial report and selected the one that will best fit the town's responsibility and meet the needs of crime victims.
- To determine if the Town of Great Falls reimbursed the victim assistance fund \$44,037.56 for unallowable expenditures made between FY 07-12.

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## RESULTS IN BRIEF

### *Victim Services Program*

Did the Town of Great Falls review current victim advocate program and revise how services are being offered to crime victims?

Yes, the Town of Great Falls evaluated their current victim advocate program and determined what needed to be done to execute the best option for the town. However, as of the site visit, they were still in the process of finalizing the town's Victim Assistance Program. In an effort to provide efficient services to crime victims until a contract with the Chester County Sheriff's Office can be completed; the town continues to evaluate and assess their Victim Assistance Program.

*Victim Services Evaluation*

Did the Town of Great Falls evaluate the victim services options explained in the initial report and select the one that will best fit the town's responsibility and meet the needs of crime victims?

Yes, the Town of Great Falls has evaluated the victim services options and selected one that best fits the Town's responsibility to ensure that the victims' needs are met. The town is currently in the process of implementing a contract with the Chester County Sheriff's Office to include a detailed job description outlining the duties/responsibilities of the Chester County advocate as it relates to the town of Great Falls victims' needs.

*Victim Assistance  
Reimbursement*

Did the Town of Great Falls reimburse the victim assistance fund \$44,037.56 for unallowable expenditures between FY 07-12.

No, the Town of Great Falls did not reimburse the Victim Assistance Fines, Fees and Assessment fund \$44,037.56. During the course of this review, it was determined that based upon additional documentation received, SOVA would allow a 50% reduction for FY 07-12 in unallowable salary reimbursement as outlined in this report. By reducing the salary 50%, it gave the town credit of \$9,936 which brought the reimbursement amount to **\$34,098.56**.

Also, the town discontinued the Chief/Advocate salary payments out of the Victim Assistance Fund for FY 11-12 and FY 12-13; therefore, the Mayor asked SOVA to allow the town a 5% credit since the Chief/Advocate was paid out of the General Fund for FY 11-12 and FY 12-13. So, after further review of all submitted documentation, SOVA determined during the audit site visit, to afford the town a 5% credit for the Chief/Advocate's salary which was an expense paid out of the General Fund. Therefore, the total for the 5% credit was \$4,519 which brought the total reimbursement amount to **\$29,576.56** to be placed back into the Victim Assistance Fines, Fees and Assessment Fund.

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## **Objective(s), Conclusion(s), Recommendation(s), and Comments**

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### **A. Personnel/Victim Service Program**

#### **Objective**

To determine if the Town of Great Falls evaluated and revised the current victim advocate program and how services are being offered to crime victims.

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#### **Conclusion**

Yes, the Town of Great Falls evaluated their current victim advocate program and determined what needed to be done to execute the best option for the town. However, as of the site visit, they were still in the process of finalizing the town's Victim Assistance Program. In an effort to provide efficient services to crime victims until a contract with the Chester County Sheriff's Office can be completed; the town continues to evaluate and assess their Victim Assistance Program.

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#### **Background**

South Carolina Crime Victims' Constitutional Rights

SC Code of Law Title 14, Chapter 1; Section 208

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#### **Discussion**

During FY 11-12, the Chief of Great Falls contacted SOVA and requested technical support in exploring options of how the town could best help provide the required services to meet the needs of crime victims in a timely manner. Prior to eliminating the prior advocate, the advocate stated the duties provided included but were not limited to:

- Court date notifications for crime victims
- Assistance with compensation claims
- Assistance with Victim Impact Statements
- Served as a point of contact for victims
- Hospital assistance for victims (accompaniment as needed)
- Referral support for victims to local agencies
- Provided follow up with victims
- Provided victim transport to local shelters and safe homes
- Crisis intervention

*Discussion Cont.*

In reviewing the Town of Great Falls' victim assistance program, the following services were provided by the Chief/Advocate to the crime victims during the initial audit February 5, 2013:

- A copy of the victim right's forms provided to victims
- Notification of court dates given to victims
- Available assistance in completing compensation claims (but have not been needed)

During the initial audit September 27, 2012, it appeared the Great Falls Police Department was not maintaining a system for tracking walk-in victims, or assisting victims in completing the Victim Impact Statements. Also, if the Chief was unavailable, there was no back up victim advocate. There was not a point of contact for court updates for victims and notification letters were not sent to victims. The Chief stated he was very concerned that local crime victims' rights were being violated due to the lack of appropriate time he could devote to individual crime victims because of his other responsibilities as the Chief of Police for the town. It was noted during the site visit that the town did not intentionally neglect to assist victims according to the Victims' Constitutional Rights. However, the town did neglect to evaluate all of the program regulations and requirements to ensure all duties and responsibilities were maintained to meet the needs of crime victims.

During the 90-day follow up audit on February 5, 2013, SOVA was informed that walk-in victims were tracked and documented as they meet with the victim advocate. Also, the Chester County victim advocate program serves as a backup and assists crime victims in Great Falls when the town's Chief/Victim Advocate is not available. During this same site visit, SOVA was informed that the Chief/Victim advocate served as the point of contact for court updates and sent notification letters to victims as well as assisted victims by offering a Victim Impact Statement. The current victim assistance program provided to victims was discussed with the town and aided them in choosing the option that would allow the Town of Great Falls to offer the best comprehensive services possible in meeting the needs of crime victims within the municipality.

*Discussion Cont.*

However, SOVA understands municipalities and counties within the state of South Carolina have different needs as it relates to providing services to crime victims. Therefore, in order to provide the best option, the municipality or county must evaluate the following:

- The total number of police files on hand
- Number of victims assisted
- Types of services provided
- Victim Advocate job description

During the site visit, SOVA suggested several options to the town that have been implemented across the state for providing comparable services to crime victims. Municipalities/counties across the state utilize one of the following:

- Hire a full-time victim advocate
- Part-time victim advocate
- Dual position victim advocate/officer
- Volunteer victim advocate
- Develop a victim assistance contract with the county

The Town of Great Falls has chosen to enter a contract with the Chester County Sheriff's Office. Both entities will need to work together in developing the details of the contract and submit a copy of the signed contract to SOVA no later than (May 15, 2013) 60 days from this report date. To ensure each agency has input, the Town will be required to assess and evaluate carefully the services offered/provided and ensure that monthly, quarterly, and year-end report submission requirements are completed by the Sheriff's Office. The contract should meet the needs of both parties involved.

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**Recommendation(s)**  
**and Comments**

A-1

**No further recommendations**

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## **Objective(s), Conclusion(s), Recommendation(s), and Comments**

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### **B. Victim Services Evaluation**

#### **Objective**

Did the Town of Great Falls evaluate the victim services options explained in this report and select the one that best fit the town's responsibility and meet the needs of crime victims?

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#### **Conclusion**

Yes, the Town of Great Falls evaluated and reviewed the victim services options and selected one that best fits the Town's responsibility to ensure the needs of crime victims were met. The town is currently in the process of implementing a contract with the Chester County Sheriff's Office to include a detailed job description and outline of duties/responsibilities of the Chester County advocate as it relates to the town of Great Falls' victims' needs.

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#### **Background**

South Carolina Crime Victims' Constitutional Rights

SC Code of Law Title 14, Chapter 1; Section 208

Proviso 89.61

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#### **Discussion**

During the SOVA initial audit September 27, 2012, SOVA interviewed the prior victim advocate and discussed the duties. The prior victim advocate was hired in 2003 and worked for the police department for 8 years. However, she was informed in 2011 that her services were no longer needed. The victim advocate was not a full-time victim advocate providing direct service to crime victims but allocated a percentage of time working as a transport officer and department secretary.

During the initial audit, SOVA suggested several options that have been implemented across the state for providing comparable victim services to include:

- Hire a full-time victim advocate
- Part-time victim advocate
- Dual position victim advocate/officer
- Volunteer victim advocate
- Develop a victim assistance contract with the county

*Discussion Cont.*

During the initial audit, SOVA explained to the Mayor and Chief that it is not mandatory but it is considered a best practice if there was a contract agreement implemented with the Chester County Sheriff's Office. This would allow the victims in the municipality to have available services needed and it relieves the municipality from the extra financial burden of maintaining a legislative mandated program. This would afford the county the opportunity to provide all crime victim services.

Therefore, during the 90-day follow up, the Town of Great Falls explained how they started working on the process of entering into a contract with the former Chester County Sheriff. This would allow the county's advocate the opportunity to provide services to the Town's crime victims. However, Chester County elected a new sheriff as of January 1, 2013. Therefore, the town officials met and started the contract discussions with the new county sheriff. Due to the turnover in sheriffs, SOVA requested the town submit documentation showing discussions with the previous sheriff concerning details of the contract. A letter sent from the Chester County Sheriff's Office to the Great Falls Chief of Police dated October 5, 2012 indicated the county was very much interested in the contract proposal but wanted to wait until the follow up audit was completed before finalizing the contract.

The municipality would be required to coordinate with the county to develop a detailed contract and job description ensuring answers to the following questions:

- What are the duties to be provided by the county to the Municipality?
- What is the payment arrangement to the county?
- How will the county collect, record and report funds received from the municipality?
- Outline the employment agency for the victim advocate providing duties?
- What is the agreement time frame?
- What procedures must be followed to terminate the contract?
- How will county service reports be provided to the municipality?
- Is the contract signed by the Sheriff and the Chief to show the agreement has been approved?

*Discussion Cont.*

- What procedure is in place to ensure the contract is renewed annually?
- Are there written procedures in place for victim assistance program?

The contract is required to be updated and/or renewed annually. The county will also be responsible for providing monthly, quarterly and yearly reports to the municipality that tracks all services provided to include the type of crime, type of victim and the location of each crime.

Because of the recent change in county sheriffs and the town providing sufficient evidence to show their efforts in completing a contract with the county, SOVA agreed to provide the Town of Great Falls 60 days from the site visit date to submit a signed contract with Chester County. At this time, SOVA requested the contract be signed, approved by the council, and a copy of the contract submitted to SOVA no later than April 8, 2013. While preparing the report, the Chief submitted a draft copy of the contract so that SOVA could review and provide suggestions if needed. After completing the 90 day follow up site visit, SOVA made numerous attempts via email and phone calls regarding the contract with the Town of Great Falls and Chester County as it relates to specific information about the advocate's work hours assisting the victims and "on call" duties.

Finally in speaking with the Chief, he was waiting for SOVA to call the sheriff to inform him that the contract is allowable. So, after the discussion with the Chief, SOVA called and left a message for the sheriff. In addition, the town will be required to maintain copies of submitted reports and ensure a new contract is submitted to SOVA on an annual basis within 30 days of the contract being approved by both the county and municipality each fiscal year.

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**Recommendation(s)**  
**and Comments**

**B-1**

**No further recommendations**

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## Objective(s), Conclusion(s), Recommendation(s), and Comments

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### C. Victim Witness FFA Expenditure Reports

**Objective** Did the Town of Great Falls reimburse the victim assistance fund \$44,037.56 for unallowable purchases made between FY 07-12?

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**Conclusion** No, the Town of Great Falls did not reimburse the Victim Assistance Fines, Fees and Assessment fund \$44,037.56. During the course of this review, it was determined that based upon additional documentation received, SOVA would allow a 50% reduction for FY 07-12 in unallowable salary reimbursement as outlined in this report. By reducing the salary 50%, it gave the town credit of \$9,936 which brought the reimbursement amount to **\$34,098.56**.

Also, the town discontinued the Chief/Advocate salary payments out of the Victim Assistance Fund for FY 11-12 and FY 12-13; therefore, the Mayor asked SOVA to allow the town a 5% credit since the Chief/Advocate was paid out of the General Fund for FY 11-12 and FY 12-13. So, after further review of all submitted documentation, SOVA determined during the audit site visit, to afford the town a 5% credit for the Chief/Advocates salary which was an expense paid out of the General Fund. Therefore, the total for the 5% credit was \$4,519 which brought the total reimbursement amount to **\$29,576.56** to be placed back into the Victim Assistance Fines, Fees and Assessment Fund.

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**Background** South Carolina Victim Service Coordinating Council Approved Guidelines for expenditures of Monies Collected for Crime Victim Service in Municipalities and Counties. (Dated in January 2010)

Proviso 89.61

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**Discussion** During the initial audit, SOVA requested the Town of Great Falls submit their expenditure reports from FY 07-12. At that time, SOVA determined there were unauthorized expenditures from the victim assistance fund.

*Discussion Cont.*

During the site visit, SOVA determined the Town of Great Falls would be required to only reimburse their victim assistance fund the amount of \$44,037.56 for unallowable expenditures made between FY 07-12.

During the 90-day follow up site visit audit, SOVA received a letter from the Mayor dated January 16, 2013 requesting SOVA review and reduce the FY 07-12 unallowable salary due to finding the advocate worked at least 5% of his time providing direct service to crime victims. Furthermore, the town did have a part-time victim advocate with sufficient evidence to suggest that prior to her departure there were additional duties completed that are no longer being maintained to include but not limited to updated record keeping and personalized assistance to each crime victim.

During the initial audit, the town of Great Falls was required to repay the Victim Assistance Fund a total of \$19,872 for the unallowable salaries between FY 07-12. However, SOVA management reviewed additional documents submitted and reduced the unallowable salary reimbursement for FY 07-12 by 50% as previous noted. This made the salary reimbursement total \$9,936 for this time period. This means the total reimbursement amount for unallowable expenses made between FY 07-12 is **\$34,098.56**. Please see chart below:

Total Amount of Audit Reimbursement	\$44,037.56
07-12 Overall Salary reduction by 50% credit	\$9,936
Audit Reimbursement amount after 50% credit	\$34,098.56

The town discontinued the Chief/Advocate salary payments out of the Victim Assistance Fund for FY 11-12 and FY 12-13; therefore, the Mayor asked SOVA to allow the town a 5% credit since the Chief/Advocate was paid out of the General Fund for FY 11-12 and FY 12-13. So, after further review of all submitted documentation, SOVA determined during the audit site visit, to afford the town a 5% credit for the Chief/Advocate's salary which was an expense paid out of the General Fund.

*Discussion Cont.*

Therefore, the total for the 5% credit was \$4,519 which brought the total reimbursement amount to **\$29,576.56** to be placed back into the Victim Assistance Fines, Fees and Assessment Fund.

Based on the information and breakdown of the Chief's salary provided by the Mayor, SOVA credited the reimbursement of \$2,860 for FY11-12 (12 months) and \$1,659 for (7 months) from (July-Jan) paid thus far in FY 12-13.

As a result of the \$4,519 credit, the town was only required to reimburse the fund a total of **\$29,579.56**. Please see chart below:

Audit Reimbursement amount after 50% credit	\$34,098.56
FY 11-12 & FY 12-13 credit for 5% of Chief's Salary	\$4,519
<b>Total Audit Reimbursement</b>	<b>\$29,576.56</b>

Upon the conclusion of this audit site visit, the Town of Great Falls submitted a copy of a signed reimbursement check showing the Victim Assistance Fund deposit and check book registry of the reimbursement in the amount of **\$29,579.56**.

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**Recommendation(s)  
and Comments**

**C-1**

**No further recommendations**

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**Objective(s), Conclusion(s), Recommendation(s), and Comments**

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**D. Technical Assistance****Documentation Provided**

During our site visit we explained and provided the following documents:

1. Copy of the Legislative Proviso 89.61
2. Copy of a Sample Budget
3. Sample Staff Hired Report
4. Sample Time and Activity Report
5. Sample Expenditure Report
6. Copy of 2010 Suggested Guidelines
7. Copy of Sample Contract
8. Sample Statistical Report
9. Technical Assistance and Support

**Other Matters**

This report is subject to be amended and changed should the Town of Great Falls not submit a completed Victim Assistance Service contract with the Chester County Sheriff's Office to the State Office of Victim Assistance by April 8, 2013 as outlined in this report.

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## Corrective Action

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*Proviso 89.61 states:*

*“If the State Office of Victim Assistance finds an error, the entity or non-profit organization has ninety days to rectify the error. An error constitutes an entity or non-profit organization spending victim assistance funding on unauthorized items as determined by the State Office of Victims Assistance. If the entity or non-profit organization fails to cooperate with the programmatic review and financial audit or to rectify the error within ninety days, the State Office of Victim Assistance shall assess and collect a penalty of in the amount of the unauthorized expenditure plus \$1,500 against the entity or non-profit organization for improper expenditures in a fiscal year. This penalty plus \$1,500 must be paid within thirty days of the notification by the State Office of Victim Assistance to the entity or non-profit organization that they are in non-compliance with the provisions of this proviso. All penalties received by the State Office of Victim Assistance shall be credited to the General Fund of the State. If the penalty is not received by the State Office of Victim Assistance within ninety thirty days of the notification, the political subdivision will deduct the amount of the penalty from the entity or non-profit organization’s subsequent fiscal year*

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**The 90-day follow-up review site visit was completed on February 5, 2013.**

**Were all errors completed by the 90-day follow-up review? YES; however the Town of Great Falls is required to submit a signed contract to the State Office of Victim Assistance by April 8, 2013. This will be the final version of the contract.**

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# Official Post-Audit Response

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**The County/City has 5 business days from the date listed on the front of this report to provide a written response to the SOVA Director:**

**Larry Barker, Ph.D.  
1205 Pendleton St., Room 401  
Columbia, SC 29201**

**At the end of the five day response period, this report and all post-audit responses (located in the Appendix) will become public information on the State Office of Victim Assistance (SOVA) website:**

**[www.sova.sc.gov](http://www.sova.sc.gov)**

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## **Appendix(s)**

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Appendix A- Town of Great Falls contract with Chester County received on April 16, 2013.

STATE OF SOUTH CAROLINA  COUNTY OF CHESTER  CHESTER COUNTY SHERIFFS OFFICE	) ) ) ) )	<b>CONTRACT BETWEEN</b> <b>THE CHESTER COUNTY SHERIFFS OFFICE</b> <b>AND</b> <b>THE TOWN OF GREAT FALLS</b> <b>GREAT FALLS POLICE DEPARTMENT</b> <b>FOR VICTIMS ASSISTANCE AND SERVICE</b>
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This agreement is made and entered into this 15 day of April, 2013, by and between The Chester County Sheriff's Office, hereinafter referred to as "Chester Sheriff," The Town of Great Falls, South Carolina, hereinafter referred to as "Town," and The Great Falls Police Department, hereinafter referred to as "Police Department."

The parties agree as follows:

The parties entering into this agreement, the Chester Sheriff and the Town, hereby enter this agreement to provide the Police Department with Victim Assistance and Services as mandated by South Carolina Law. The General Assembly, in enacting the Victim's Bill of Rights, recognized the civic and moral duty of victims of and witnesses to a crime to cooperate fully and voluntarily with law enforcement and prosecution agencies. The General Assembly further recognized that to ensure that all victims of and witnesses to a crime are treated with dignity, respect, courtesy, and sensitivity, the rights and services extended in the law to victims of and witnesses to a crime are honored and protected by law enforcement agencies, prosecutors, and judges in a manner no less vigorous than the protections afforded criminal defendants. The purpose of this agreement is to maintain a level of service throughout Chester County and the Town of Great Falls as contemplated by the Victim's Bill of Rights, SC Code Ann§ 16-3-1505 *et seq.*

It is agreed that the Chester Sheriff will provide the Police Department with the

services of a certified SC Victim Advocate. The Victim Advocate will assist the Police Department and all victims in regards to victim related assistance to include but not limited to notification of release of offenders, notification of court appearances, assistance with reimbursement forms, monthly activity reports, call logs, victim notification letters and other counseling services offered. The Chester Sheriff will require the Victims Advocate to physically visit the Great Falls Police Department once per week and to be "Called Out" for service under emergency situations which will be approved by the Chief of Police prior to the " Call Out" request. The Chester Sheriff will assure the victim advocate meets in person with victims as needed and at the victims requested meeting location. The Chester Sheriff assures the Town that the victims advocate will operate under these guidelines as well as all other services mandated by S.C. Code Ann. § 16-3-1505 *et seq.*, to be provided by the law enforcement agency.

It is agreed that in consideration of this agreement that a onetime payment in the amount of ten thousand dollars (\$10,000.00) will be rendered to the Chester Sheriff and will be placed in the Chester County Treasurer's Office for the Chester Sheriffs Victims Assistance Program currently in operation before the Chester Sheriff will begin assuming the services of a Victim Advocate for the Town and the Police Department.

It is agreed that in consideration of this agreement, the Town will provide Chester Sheriff with fifty percent (50%) of the monies collected pursuant to S.C. Code Ann. § 14-1-211 that are retained by the Town for the purpose of providing services for victims of crime, including those required by law.

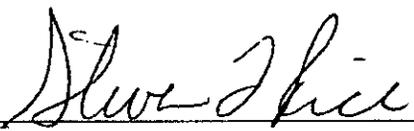
It is agreed that the fifty percent (50%) of monies collected pursuant to S.C. Code Ann. § 14-1-211 by the Town and transmitted to the Chester Sheriff will be placed in the Victim Services Account through the Chester County Treasurer's Office just as if those funds were maintained by Chester County through general sessions and magistrate's court surcharges. The transmittal of funds will take place on a monthly basis.

It is agreed that the Victim Advocate(s) will be employees of the Chester County Sheriff's Office at all times even when rendering services within the Town. Further, with the exception of officers specifically named in other agreements between these two agencies, this agreement does not in any way render officers of the Police Department as employees of the Chester County Sheriff's Office.

This agreement for services will begin effective immediately and shall remain in effect indefinitely. This contract may be rescinded by either party by giving ninety (90) days written notice to the other party.

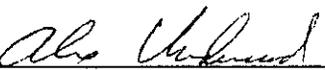
In witness whereof the parties attached here have set the hands and seals this

15<sup>th</sup> Day of April, 2013.

  
\_\_\_\_\_

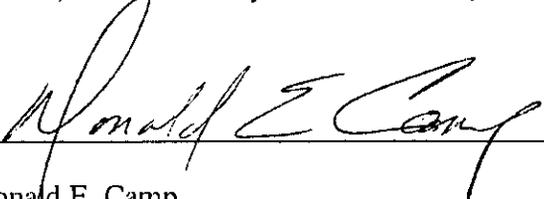
Steven L Rice

Chief of Police, Great Falls Police Department, SC

  
\_\_\_\_\_

Alex Underwood

Sheriff, Chester County Sheriff's Office, SC

  
\_\_\_\_\_

Donald E. Camp

Mayor, Town of Great Falls, SC



State of South Carolina  
Office of the Governor

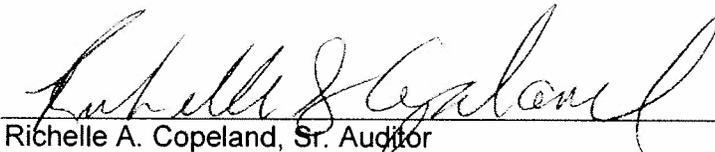
NIKKI R. HALEY  
GOVERNOR

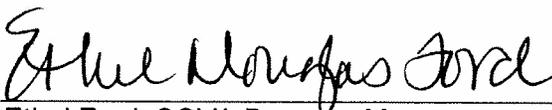
OFFICE OF EXECUTIVE  
POLICY AND PROGRAMS

Programmatic Review Completed by:

  
Walter A. Bethune, III, SOVA Field Auditor 3/28/13  
Date

Reviewed by:

  
Richelle A. Copeland, Sr. Auditor 3/28/13  
Date

  
Ethel Ford, SOVA Program Manager 3/28/13  
Date

  
Larry Barker, Ph.D. Director 3/28/13  
Date

VICTIMS' COMPENSATION • VICTIM/WITNESS ASSISTANCE • TRAINING • INFORMATION • REFERRALS

STATE OFFICE OF VICTIM ASSISTANCE  
1205 PENDLETON STREET, EDGAR A. BROWN BUILDING, ROOM 401  
COLUMBIA, SC 29201 (803) 734-1900  
WWW.SOVA.SC.GOV