



# Audit Department

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Angela M. Darragh, CPA, CFE, CISA, Director

July 1, 2014

Mr. Don Burnette  
Clark County Manager  
500 South Grand Central Parkway, 6<sup>th</sup> Floor  
Las Vegas, Nevada 89106

Dear Mr. Burnette:

We recently performed a follow-up audit of the Office of Appointed Counsel and Expert Witness Billed Charges audit dated April 5, 2013. Our objective was to determine whether corrective actions were implemented to address findings included in the original audit. To accomplish our objectives, we reviewed the current contract for attorneys contracted by the Office of Appointed Counsel. We then judgmentally selected a limited sample of ten invoices for review to ensure compliance with revised contract terms and conditions. Our last day of fieldwork was June 27, 2014.

The Office of Appointed Counsel took adequate corrective action on both findings reported in the original audit. The Director of the Office of Appointed Counsel has a new voucher in place for invoice payment. A new contract for the Office of Appointed Counsel Court Appointed Hourly Attorneys was approved by the Board of County Commissioners on November 5, 2013, at which time language for payment terms, disclosure of ownership forms and termination/ suspension was included. The agreement also included an explanation of the types of expenses that were considered reimbursable, as well as supporting documentation needed. Invoices now routinely include the name of the attorney performing the work and billing for the hours. We believe the inclusion of the billing attorney name on the invoice, in conjunction with the updated language of the new contract, effectively addressed each finding included in the original report. We appreciate the cooperation and assistance provided by the Director of the Office of the Appointed Counsel and staff during the course of this audit.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The auditor's role in follow-up engagements is to compile corrective actions taken from effected Department/Division management, assess whether these responses are adequate or not adequate to correct reported deficiencies, and relay to management. It is the Department/Division management's responsibility to decide if any appropriate action should be taken in response to reported audit findings. It is also their responsibility to assume the risk by not correcting a reported condition because of cost or other consideration.

Sincerely,

A handwritten signature in blue ink that reads "Angela M. Darragh". The signature is written in a cursive style.

Angela M. Darragh, CPA  
Audit Director

**OFFICE OF APPOINTED COUNSEL**  
**Outside Counsel and Expert Witness Billed Charges Follow Up**  
**Findings, Recommendations, and Corrective Actions Status**  
**As of June 30, 2014**



**AUDIT DEPARTMENT**  
 Angela Darragh, CPA, CFE, CISA, CHC  
 Director

**Original Report Issuance Date: April 5, 2013**

Finding	Recommendation(s)	Corrective Actions Status
<b>1 - Professional Services Agreement Needs Language to Clarify Terms (LOW)</b>		
<p>The professional services agreement simply states that invoices must be submitted to the Office of Appointed Counsel with appropriate documentation. The agreement does not specify what is considered appropriate documentation, nor does it outline expenditures that can be reimbursed, such as mileage, copying fees, etc. This increases the risk that expenditures are reimbursed that may not be appropriate or reasonable and necessary for the defense of the defendant. Additionally, the terms of payment per the agreement are vague and do not require any milestones or deliverables from the contracted attorney. Also, the agreement does not include standard language generally required by the County in the areas of suspension/termination or disclosure of ownership forms.</p>	<p>Work with the Purchasing Department to modify the agreement so that it clearly outlines the types of required documentation needed to support payment requests. The agreement should clearly state what expenditures can be reimbursed.</p>	<p><b>Fully Implemented.</b> The new modified agreement was approved by the BCC on November 5, 2013. The new agreement outlines the types of documentation required to support payments and clearly states the types of expenditures that can be reimbursed.</p>
<b>2 - Attorney Invoices Should Identify Personnel Working Billed Hours (LOW)</b>		
<p>Good business practice dictates that all submitted invoices identify the personnel that are included in billable hours for working on the case. Based on our review of 24 attorney invoices, we noted only two invoices that identified the personnel working for the billed hours. Including this information on the invoice will assist the Office of Appointed Counsel in reviewing and analyzing invoices to ensure hours are not being double billed.</p>	<p>Add language to the professional service agreement requiring all personnel working billed hours to be identified on the invoice.</p>	<p><b>Fully Implemented.</b> The new professional services agreement that was approved by the BCC on November 5, 2013, includes language requiring all personnel working billed hours to be identified on the invoice.</p>