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AUDIT REPORT



Eagle Quest Contract Audit (The Harbor Juvenile Assessment Center)

October 2025

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Eagle Quest Contract Audit (The Harbor Juvenile Assessment Center)

Audit Executive Summary October 2025

Background

The Harbor Juvenile Assessment Center is a public-private partnership between Clark County, other governmental agencies, and Eagle Quest. The mission of The Harbor is to be responsive to the well-being of youth and families by providing meaningful services to the community through coordinated prevention, intervention and diversion programs. Clark County contracts with the vendor Eagle Quest to provide services for The Harbor Juvenile Assessment Center.

Clark County paid Eagle Quest a total of \$3,036,855 in fiscal 2024 to staff and oversee operations for all four Harbor locations.

What We Found

While Eagle Quest complies with many requirements of the contract, we identified 7 findings related to The Harbor operations and contract including, among others:

- Facility staffing did not meet contractual requirements;
- Some supervising staff did not have the required education and experience when placed in the position; and
- The Enterprise Supervision application has insufficient password requirements, users are directed to share passwords, and logs do not contain sufficient information for monitoring

We also identified findings related to County procedures for creating agenda items and obtaining conflict of interest information. See the audit report for details.

Recommendations

The audit report includes 15 recommendations to improve compliance with contract requirements and 4 recommendations related to County operations on agenda items and conflict of interest procedures.



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Why We Did This Audit

At the request of County management, we performed an audit of the contract between Clark County (on behalf of the Department of Juvenile Justice Services) and Eagle Quest. The audit was expanded to include the new Clinical and Community Services Department, which has overseen contract operations since late 2024.

For more information about this or other audit reports go to clarkcountynv.gov/audit or call (702) 455-3269.

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About the Audit Department

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You can obtain copies of this report by contacting:

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Background

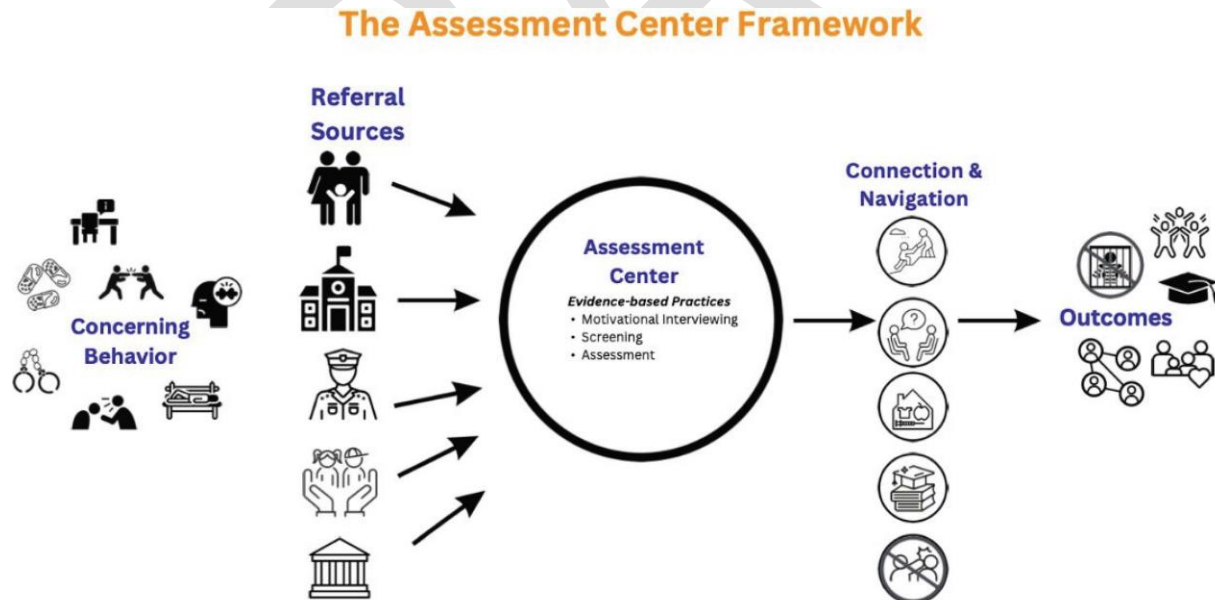
The Harbor Juvenile Assessment Center represents a public-private partnership between Eagle Quest, Clark County, and other governmental agencies. Agencies involved with The Harbor include the Clark County Department of Juvenile Justice Services, the Clark County Clinical and Community Services Department, the Clark County Department of Family Services, the Nevada Division of Child & Family Services, the Clark County School District, and the Las Vegas Metropolitan Police Department, along with other agencies.

The mission of The Harbor is to be responsive to the well-being of youth and families by providing meaningful services to the community through coordinated prevention, intervention and diversion programs. The overarching goal of The Harbor is to provide a safe place for guidance to youth.

The programs offered may include tutoring, mentoring, drug and alcohol education, conflict resolution, anger control, social skills or job skills development training, counseling sessions or cognitive behavioral therapy.

The National Assessment Center Association provides the general conceptual framework below:

FIGURE 1. The Framework for Performing Child Assessments



Source: <https://www.nacassociation.org/>

Clark County contracts with a vendor, Eagle Quest, to provide services for the juvenile assessment center, operating as The Harbor. Eagle Quest has been the County's contracted vendor since approximately 2016.

In fiscal year 2024, there were four Harbor locations operated by Eagle Quest, one in Henderson, and three in Las Vegas, located on Charleston Boulevard, Flamingo Road, and Martin Luther King Boulevard.

For calendar 2024, The Harbor reported approximately 4,500 youth served at all sites (*unaudited*).

Clark County paid Eagle Quest a total of \$3,036,855 in fiscal 2024 to fund staffing and oversee operations at four locations of The Harbor. The monthly cost for each location was approximately \$63,250, equating to \$759,000 annually per location.

In fiscal 2025 (effective July 1, 2024), a new contract with Eagle Quest was executed, with a monthly cost of \$63,267 for each of the four locations.

This contract was subsequently amended, effective August 6, 2024, to remove services for The Harbor Charleston, and modify the monthly charge for the remaining three locations to \$69,594 or \$835,128 annually per location.

The Harbor uses the Enterprise Supervision application for client case monitoring. It was built with requirements set by Clark County Juvenile Justice Services (“JJS”) and the Clark County Information Technology Department. The application was built to mirror the application used by JJS for juveniles with pending legal action. However, the application is entirely separate and does not interface. The Enterprise Supervision application is owned and operated by Tyler Technologies.

Objectives

Audit objectives were to review Eagle Quest’s compliance with contractual terms and conditions, including general responsibilities and delivery of services, scope of work, and invoicing for work performed. Also, whether contract terms and conditions are reasonable and Juvenile Justice and the Clinical and Community Services Department provide adequate oversight of the contract(s).

Conclusions

While Eagle Quest complies with many requirements of the contract, we identified 7 findings related to The Harbor operations and contract including, among others:

- Facility staffing did not meet contractual requirements;
- Some supervising staff did not have the required education and experience when placed in the position;
- The Enterprise Supervision application has insufficient password requirements, users are directed to share

passwords, and logs do not contain sufficient information for monitoring

We also identified findings related to County procedures for creating agenda items and obtaining conflict of interest information.

Findings are rated based on a risk assessment that takes into consideration the circumstances of the current condition including compensating controls and the potential impact on reputation and customer confidence, safety and health, finances, productivity, and the possibility of fines or legal penalties. It also considers the impact on confidentiality, integrity, and availability of data.

DRAFT

9 Total Audit Findings

5 High Risk Findings



High risk findings indicate an immediate and significant threat to one or more of the impact areas.

3 Medium Risk Findings



Medium risk findings indicate the conditions present a less significant threat to one or more of the impact areas. They also include issues that would be considered high if one control is not working as designed.

1 Low Risk Findings



Low risk findings are typically departures from best business practices or areas where effectiveness, efficiency, or internal controls can be enhanced. They also include issues that would be considered high or medium risk if alternate controls were not in place.

Findings, Recommendations, and Responses

Finding #1 - Facility Staffing Did Not Meet Contract Requirements



The Harbor operates three (3) locations: North Las Vegas, Henderson, and Flamingo. The hours of operation are seven days a week, from 8 a.m. to 10 p.m., excluding holidays and consist of two (2) shifts, generally 8 a.m. to 4:30 p.m., and 2 p.m. to 10 p.m. The contract requires Eagle Quest to include four (4) staff on duty for each shift and provide additional employees at peak times when needed.

We used professional judgement to select 41 days when Clark County School District schools were in session. We found Eagle Quest met contract staffing requirements based on the schedule for only 16 days (38%).

We further tested a sample of the schedules to payroll records to verify that staff worked on the days scheduled. We found the schedule does not accurately reflect who worked the shifts, as we found individuals listed on the schedule with paid time off according to their payroll. While we could not rely on the schedules to accurately indicate the number of staff who worked each shift, we believe the actual number is lower, rather than higher, and gives us sufficient evidence to support the finding.

TABLE 1: Sample of Days with Staffing Below Required Minimum of 4 Per Shift

Date	Location	Number of Employees During AM Shift	Number of Employees During PM Shift
09/23/2024	North Las Vegas	3	3
09/24/2024	North Las Vegas	3	2
09/25/2024	North Las Vegas	3	4
09/26/2024	North Las Vegas	3	5
09/27/2024	North Las Vegas	3	5
10/07/2024	Henderson	4	3
10/11/2024	Henderson	4	3
10/12/2024	Henderson	5	3
10/13/2024	Henderson	4	3
11/12/2024	Flamingo	5	3
11/14/2024	Flamingo	3	5
11/15/2024	Flamingo	2	4
11/16/2024	Flamingo	4	3
11/17/2024	Flamingo	4	2
12/02/2024	Flamingo	4	2
12/03/2024	Flamingo	4	3

12/06/2024	Flamingo	3	5
12/07/2024	Flamingo	4	2
12/08/2024	Flamingo	4	2
1/13/2025	North Las Vegas	3	4
1/14/2025	North Las Vegas	3	4
1/15/2025	North Las Vegas	3	3
1/16/2025	North Las Vegas	3	5
1/17/2025	North Las Vegas	3	4
2/16/2025	Henderson	3	4

Source: Auditor Prepared - red indicates lower than required staffing

Staffing was impacted by job vacancies, a hiring freeze, call outs, scheduled time off, and staff cross-covering at a different location.

Reduced staffing may lead to reduced ability to meet the community needs. Further, contract pricing is based on providing staffing as required by the contract. The County is overpaying if the vendor does not meet those requirements. Should the vendor be able to meet the needs with the reduced staffing, the County should negotiate a discount and reflect the lower staffing requirements in the contract.

Recommendations

- Provide the four (4) minimum required staff per shift at each Harbor location; or
- Reevaluate the staffing level, discuss with County management, and mutually agree on terms.
- Create and maintain supporting documentation; i.e., log/report, to evidence the minimum required staff were present at each shift and keep for the duration of the contract.

Management Action Plan

- See Eagle Quest's detailed response in Appendix B.

Finding #2 - Some Supervising Employees Did Not Have the Required Education & Experience When Placed in The Position



The contract requires that, "overall management and direct supervisors shall have a minimum of a bachelor's degree in social work, psychology, marriage and family therapy, psychiatric nursing or other closely related field, and a minimum of four (4) years of experience, as a service PROVIDER serving youth." (*Contract Requirements page A-5*)

We reviewed all 10 (100%) supervisory/management employees to determine whether they had the required education and experience when hired. Of those, 5 (50%) employees did not have

the minimum of a bachelor's degree and the minimum of 4 years of experience as a service provider serving youth.

TABLE 2: Supervising Employees Who Did Not Have the Required Education & Experience

Employee	Have the Required Education? (Yes/No)	Have the Required Experience? (Yes/No)
1	No	No
2	No	Yes
3	Yes	No
4	Yes	No
5	Yes	No

Source: Auditor prepared. Red coloring indicates an exception.

Employees may not have the knowledge and skills required for their roles, which may lead to inappropriate client assessment and referrals, resulting in risk to the general public.

Recommendations

- Update hiring / promotional practices to ensure supervisors have the minimum required education and experience as included in the contract.
- Discuss concerns or difficulty finding qualified staff with the County and amend the contract if there are any changes to requirements or the ability to request an exception.

Management Action Plan

- See Eagle Quest's detailed response in Appendix B

Finding #3 - The Enterprise Supervision Application has Insufficient Password Requirements, Users are Directed to Share Passwords, and Logs Do Not Contain Sufficient Information for Monitoring



Passwords Not Changed Every 90 Days and Format is Not as Required by Technology Directive #1

Clark County IT performed a risk assessment on the Enterprise Application and identified mitigating controls. One of these mitigating controls was that "Adherence to Clark County password security policies and protocols should further minimize the risk of account breaches occurring in this manner."

Further, the contract requires Eagle Quest to "follow County's standard procedures as followed by County's and departmental guidelines". Clark County Technology Directive 1 requires that users change their password every 90 days and that passwords must contain two or more capital letters, lower case letters, numbers, and special characters.

We found users are not changing passwords every 90 days as required, and passwords are not required to include a combination of capital letters, lower case letters, numbers, and special characters.

The Enterprise system is not currently set up to force a password change and users may be unaware of the requirement to change their password every 90 days. Further, password character requirements were not implemented by Tyler Technology, who administrates the Enterprise Supervision system.

There is a risk that a compromised user's password is not detected on a timely basis, resulting in the reduction of the integrity, availability, or confidentiality of protected data.

Eagle Quest Information Technology Agreement Requires Users to Share Passwords

In order to maintain confidentiality, integrity, and availability of data, each user must have a unique user ID and password or multifactor authentication method that is only known or held by that person.

The Eagle Quest Information Technology Agreement for their staff includes the following language:

"All passwords for computer/email/phones must be kept on file with Administration."

According to Eagle Quest management, this does not refer to user login passwords, but rather codes or PINs that would unlock computers or company-issued cell phones.

We believe users could misconstrue this policy to mean they should share their unique user login password with Eagle Quest administration. Sharing of unique passwords could lead to compromised security and unauthorized system access.

User Login and User Activity Reports Insufficient for Monitoring Exceptions

The contract requires Eagle Quest to "follow County's standard procedures as followed by County's and departmental guidelines". Clark County Technology Directive #1, Item M - Security Monitoring, 3.c. indicates that "County Computing Systems and Networks logs will be monitored for exception anomalies", and the following "access activities shall be monitored and recorded.

Further, Clark County IT performed a risk assessment on the Enterprise Supervision application and identified mitigating controls. One of these was that an "Audit trail will be employed to

identify transactions made by compromised user account should a breach be detected".

However, the reports available for user monitoring are not detailed enough for this purpose, and there is no process in place to review the logs. While County management can obtain reports listing the number of failed login attempts, it does not indicate the date or time they were made.

Management has not implemented a regular review process for user logins and user activities for the Enterprise Supervision application and has encountered report issues with the available reports.

The lack of detailed logs and a regular review process could affect the confidentiality, integrity, and availability of data in the system.

Recommendations

- Require users to change passwords every 90 days in accordance with Clark County Information Technology Directive 1. Consider updating the Enterprise Supervision application to force password changes at 90 days, and to include characters as required by Clark County's Information Technology Directive 1.
- Update the Information Technology Agreement to differentiate between unique system login passwords and codes or PIN numbers that unlock computer or cell phone devices. Ensure employees are aware of the difference.
- Continue to pursue obtaining user login and user activity reports that contain pertinent information to conduct meaningful security reviews.
- Implement a regular review process for user logins and user activities in the Enterprise Supervision application.
- Update the risk assessment for the Enterprise Supervision application based on the current reporting available.
- See Eagle Quest's detailed response in Appendix B

Management Action Plan

Finding #4 - The Harbor Contract Does Not Include a Data Breach Clause and Has Overlapping Requirements in Multiple Sections



Contract Does Not Have a Data Breach Clause

Due to the sensitivity of the information maintained by the contractor, any contract should include provisions addressing required notification and steps to take in the event of a data breach.

Currently the contract does not include a provision for data breaches. In the County's standard purchase order terms &

conditions, which is referenced only in the purchase order section "Instructions To Supplier", data breaches (and other items) are addressed. However, we believe a significant topic such as this should be included in the main contract.

The Clark County Purchasing Department oversees contracts. Since data breach requirements are included in the County's standard terms and conditions, it was not included as a clause in the contract.

A data breach by one of the County's business partners would reflect negatively on the County, especially if the County is unaware of the breach or the business partner does not handle it promptly.

Contract Has Duplication and Overlap of Requirements

Contracts should be clearly written, logically organized, and reviewed for content and clarity. Contract topics should be grouped together in distinct sections for cohesiveness and ease of following for implementation, monitoring and compliance purposes.

The contract for Eagle Quest has overlap in its various sections, including Sections XII - Miscellaneous (beginning on page 6); Scope of Work - Requirements (beginning on page A-2); and Scope of Work - General Requirements (beginning on page A-5).

For example, Confidential Treatment of Information is listed in item J of Section XII as well as in item 4 of General Requirements:

"J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract. PROVIDER shall also keep names and circumstances surrounding each youth receiving services confidential in accordance with all Federal and State law including but not limited to Nevada Revised Statute 62H.025."

"4. PROVIDER shall keep names and circumstances surrounding each youth receiving services confidential in accordance with all Federal and State law including but not limited to Nevada Revised Statute 62H.025."

A similar example, Safeguarding of Client Information and Client Confidentiality is listed in item K of Section XII as well as on page A-8 of General Requirements; these sections are verbatim:

"K. Safeguarding of Client Information and Client Confidentiality

1. PROVIDER shall be prohibited from using or disclosing any part of any information concerning a youth for any purpose not directly connected with the administration of COUNTY or the PROVIDER'S responsibilities with respect to services provided and purchased as stipulated in this contract.
2. PROVIDER shall ensure that youth in treatment or care are not identified by name or by clear description or photographed for any publication or other printed or broadcast media."

"Page A 8 Safeguarding of Client Information and Client Confidentiality

1. PROVIDER shall be prohibited from using or disclosing any part of any information concerning a youth for any purpose not directly connected with the administration of COUNTY or the PROVIDER'S responsibilities with respect to services provided and purchased as stipulated in this contract.
2. PROVIDER shall ensure that youth in treatment or care are not identified by name or by clear description or photographed for any publication or other printed or broadcast media."

An example of a topic (transportation) being in various places of the contract rather than grouped together follows:

From page A-2 of Requirements:

"6. Ability to transport youth and/or families."

From page A-4 of Requirements:

"6. PROVIDER shall be able to provide transportation to youth and families as necessary."

From page A-5 of General Requirements:

"5. PROVIDER shall not transport youth outside the County of their program without written notice and approval of COUNTY."

A final example is licensing requirements for vendor staff, as listed in Requirements, Responsibilities of Provider Item 2 page A-4 and General Requirements, Licenses page A-6:

From Responsibilities of Provider, Item 2 page A-4:

"2. All Provider employees shall meet and comply with national, state, and local licensing regulations and standards prior to the date of hire."

From General Requirements, Licenses page A-6:

"Provider possesses all applicable current licenses which could include but not limited to LCSW, MFT, CPC AND PhD, to provide counseling, therapy and/or residential services in the state where services will be provided and to conduct business in that County and State."

This is not meant to be an inclusive list of all duplications and overlap of requirements, but rather examples of such.

Having overlapping/duplicative requirements in different places throughout the contract makes it difficult to ensure all items pertaining to a particular area, e.g. compliance with various employee licensing requirements, employee training requirements, confidentiality requirements for youth receiving services, transportation requirements and limitations of such transportation for youth, etc., are being adequately addressed and adhered to.

Recommendations

- Update the contract to include guidelines and timelines for notifying the County of any data breach or suspected data breach.
- Review the entire contract and revise it to eliminate duplicate requirements and group similar requirements together for clarity.

Management Action Plan

- Purchasing will work with Information Technology to determine the needed data breach information to include in any update to the contract and for future contracts of a similar nature. It is anticipated that this can be incorporated into future contracts from November of 2025 and can be incorporated into a future amendment with Eagle Quest at the direction of the department.
- With respect to duplicate information in the scope and general terms of the contract Purchasing is willing and able to work with the department to address these in both future agreements. We can also address this via an amendment to the current contract if these duplications introduce ambiguity or contract conflicts.

Finding #5 - We Could Not Verify Training is Provided as Required



The Eagle Quest contract for The Harbors specifies 20 hours of training must be provided on an annual basis for Harbor employees who are "direct care staff and volunteers; program directors and consultants not holding a valid Nevada license in the helping professions of social work, psychology, clinical professional counseling, marriage and family therapy and psychiatric nursing."

Eagle Quest maintains a spreadsheet to track training for The Harbor employees. The worksheet details the types of training attended, along with the length of each training course. It does not include the date of the training or who provided the course. Individuals sign a sign in sheet when attending sessions. However, it is discarded once the tracking worksheet is updated. Eagle Quest provides most of the training in-house, and does not provide certificates of attendance, therefore, we could not independently verify that training was provided as required by the contract.

Recommendations

- Update the training schedule to include dates trainings were attended and retain copies of sign-in sheets or other evidence of training attendance for 3 years, as required by the contract.

Management Action Plan

- See Eagle Quest's detailed response in Appendix B

Finding #6 - The Harbor Contract Does Not Include Details on Client Record Retention



Record retention schedules are necessary to ensure data is retained or purged as needed in accordance with organizational, statutory or other regulations and requirements. As included in an earlier finding, there are several sections throughout the contract related to record retention. We believe the clause that applies to juvenile records is as follows:

PROVIDER shall retain all books, records, logs, and other documentation relevant to this contract for three (3) years. Federal, State and County auditors and persons duly authorized by the COUNTY shall have full access to and the right to examine and copy any said materials during said period. Disposal of client records shall include shredding and/or removing any identifying client data from records."

If that is the correct contract requirement, we do not believe 3 years is appropriate for these records, since juveniles may be

using services for longer than that period of time. However, based on our discussions with Eagle Quest staff, we believe in practice records are being retained indefinitely. Retaining records permanently increases the risk of exposure due to a data breach. We believe the contract should specify a time period appropriate for the records and include how to dispose of electronic records to ensure they are not recoverable.

Recommendations

Consult with the District Attorney and any other needed sources to determine an appropriate records retention schedule for youth records housed in the Enterprise application system and update the contract based on that information.

Management Action Plan

- See Clinical & Community Services detailed response in Appendix C

Finding #7 - Satisfaction Surveys Provided to Families Are Not Tracked



The contract requires that "RESPONDANT shall provide data collection and reporting", including "e. Percentage of youth and caregivers who received and completed satisfaction survey." (*Contract Requirements page A-4*)

The Harbor sends a satisfaction survey link through text message to youth and caregivers after the screening/assessment process. The Harbor also uses a displayed QR code for youth and caregivers to complete the survey. However, the surveys provided to the families are not tracked and The Harbor can only provide an approximation based on the volume of screening/assessments.

Recommendations

- Management should reevaluate the contract terms to determine whether data collection and reporting the percentage of families who received and completed the satisfaction survey is feasible and update the contract accordingly.

Management Action Plan

- See Eagle Quest's detailed response in Appendix B

Finding #8 - No Process in Place to Ensure Timely Submission and Follow-up of Conflict of Interest Forms



Clark County requires various conflict of interest and additional employment forms for staff involved in awarding contracts. Following are the requirements as found in Clark County Personnel Directives (*Personnel Directive No. 8 (page 2)*):

II Procedures

3. Conflict of Interest

i. Employees in position classifications that exercise significant discretionary authority in the provision of service within a department will submit Financial Disclosure Statements to Humans Resources and the County Clerk's Office, Commission Division, no later than March 31st of every year.

ii. Disclosure of conflicts of interest. Any employee, while in the performance of the duties of their assigned position, who becomes aware of potential conflict of interest in count-decision-making that may arise out of 3rd party relationships they maintain (e.g. personal or familial relationships, additional employment, consultations, investments and/or other items) is required to notify their department head or signee immediately.

1. An employee will inform the County of any outside employment, ownership, and/or partnership in a business unrelated to official duties.

2. For newly hired employees, the employee must notify the County of any outside employment activity completing a Notice of Additional Employment form. The form shall be submitted to the Department Heads or designee for approval. If it is determined that a conflict exists, the employee will be informed that they may not hold both positions simultaneously.

We identified 11 County employees involved in the contract process and requested their financial disclosure and additional employment forms for the audit period. In reviewing those forms, we found the following:

Financial Disclosure Forms:

- 3 employees did not complete the financial disclosure form, and after additional consideration, we do not believe they were in positions that would require them to do so.
- For the remaining 8 employees, 4 did not have all the requested years returned for 2023-2025. Personnel Directive #8 specifies an annual requirement for Financial Disclosure Statements.

Additional Employment Forms:

- 2 separated from the County before the end of 2025, and therefore did not submit additional employment forms.
- For the remaining 9 employees, none were returned for 2025, although there were Additional Employment forms on file for previous years. Personnel Directive #8 does not specify an annual requirement for Notice of Additional Employment.

Overall, we found there are no processes in place to ensure timely submission and follow-up of Financial Disclosure and Additional Employment statements.

Lack of Financial Disclosure and Additional Employment statements may lead to undisclosed conflicts that can undermine public trust and jeopardize the integrity of the County.

Recommendations

- Update the Personnel Directive No. 8 to include an annual submission date for the Additional Employment forms for all employees.
- Implement a process to ensure timely submittals of all Conflict of Interest Forms; and,
- Conduct follow-ups of all Conflict of Interest forms not received by the deadline.

Management Action Plan

- HR Director plans to address Personnel Directive No. 8 with the Position Review Committee (PRC) on October 8th; the PRC will provide recommendation on due date and requirements for employees to submit the form
- Collaborate with IT to identify options to process all Conflict of Interest Forms through digital processes such as Adobe Sign or SuccessFactors, and identify a system to automate follow ups
- Work with IT to automate follow-up notifications to complete documents.

Finding #9 - The Original Agenda Item Fiscal Impact was Incorrect



Contracts and Clark County Board of Commissioners agenda items should accurately and clearly delineate all important details of contracts, including but not limited to a detailed breakdown of contract costs (including monthly fees and annualized costs, as well as projected cost should all renewal options be exercised), specific location addresses for services to be provided, and the doing business as (dba) name for contracted entities. Clark County Administrative Guideline #10, Agenda of the Board of County Commissioners, addresses information that is requested or required to be included in an agenda item.

In the initial agenda item for the Eagle Quest contract for the Juvenile Assessment Center (RFQ No. 606252-22) dated 4/16/2024, the projected contract cost should all renewal options be exercised was incorrectly calculated. The fiscal impact amount was listed as \$9,478,564.48, when the actual amount was \$16,448,858.60, an understatement of \$6,970,021.12 or 73.53% of actual projected costs.

The contract fiscal impact amount was corrected to \$13,658,657.87 after a decision to cease services at The Harbor Charleston, with the contract updated via an amendment.

We also found that monthly and annualized contract costs, locations, and dba names were not included in the initial agenda item. This information was only obtainable by reviewing the actual contract.

The fiscal impact amount error stemmed from Purchasing using the total from a different contract instead of the amount of the contract for The Harbors. The Department of Juvenile Justice provided the initial fiscal impact amount, and the Purchasing department reviewed this information when preparing the agenda item (sample Agenda Submission Form showing review process here). The error was not identified during any of the reviews.

As a result of the error, the Clark County Board of Commissioners are making decisions based on inaccurate information and/or an incomplete picture of the full fiscal impact of proposed contracts and contract amendments.

Recommendations

- When creating agenda items, clearly delineate all important details of the contract, including items such as a detailed breakdown of contract costs (including monthly fees and annualized costs, as well as projected cost should all renewal options be exercised), specific location addresses for services to be provided, and the dba name for contracted entities. Consider also adding the total amount spent with the vendor in the previous fiscal year so that the Board of County Commissioners has a high-level view of the County's business relationship with the vendor.

Management Action Plan

- Purchasing agrees that providing clear and correct information to the Board is critical. Purchasing consistently works with senior management to update and improve the information provided to the Board. The Board items are prepared in a templated fashion to ensure consistency in preparation and presentation. As an example of changes to the Board items, Purchasing has already implemented an updated change order template to be clearer and more specific about the cost of contracts and changes to the contract over time with a table that clearly shows amounts and dates for changes. This is to improve transparency and clarity for the Board and the public.

Appendix A: Audit Scope, Methodology, and GAGAS Compliance

Scope

The audit covered the current contract in effect with Eagle Quest for the Juvenile Assessment Center, contract period July 1, 2024, through June 30, 2025; testing scope covered the period from July 1, 2024, through February 28, 2025. We considered processes in place as of February 28, 2025. The last day of field work was August 28, 2025. This audit was performed due to a request from County management.

Methodology

To accomplish our objectives, we performed a preliminary survey where we gathered background information including a detailed review of the contract; reviewed applicable policies, procedures, regulations, and statutes; interviewed staff and management; and identified risks relevant to our audit objectives.

Based on the risks identified during our preliminary survey, we developed an audit program and then performed the following procedures:

- Reviewed all 26 invoices (*8 months/4 Harbor locations - of which one location closed 09/01/2024*) from Eagle Quest for the audit period and verified invoice rate and services described agreed to the contract and any amendments.
- Reviewed a copy of Proof of Insurance to ensure Eagle Quest complied with insurance coverage requirement included in the contract terms.
- Used professional judgment to select staffing records for 2 weeks from the audit scope period to determine whether a minimum of 4 staff were scheduled for each shift.
- Reviewed documentation to support Spanish speaking staff, and that they are scheduled during business hours.
- Reviewed staffing records (*45 out of 45 employees*) to ensure all staff are first aid and CPR certified.
- Reviewed a judgmentally selected sample of training materials (*3 out of 14 courses*) for Harbor staff to determine whether course content is in alignment with contract requirements.

- Selected all Harbor supervisory/management employees (*10 out of 10 total supervisory/management employees*) and reviewed records to determine whether they had the required educational requirements and years of experience.
- Used professional judgement to select a sample of non-supervisory Harbor employees (*9 total/3 employees from each Harbor location*) to determine whether they had the required educational requirements.
- Obtained and reviewed a sample of Harbor employee records (*45 out of 45 employees*) employed during our scope period to determine whether they had the required background checks.
- Reviewed applicable licensing regulations and standards for the services provided by Eagle Quest to ensure compliance.
- Obtained and reviewed a sample of employee records of Harbor staff employed during the audit scope period to determine required licenses and whether they were properly licensed prior to the date of hire.
- Confirmed hours of operation by reviewing The Harbor website and any posted hours at Harbor locations, reviewed youth transportation procedures, and reviewed staffing schedules to determine whether Eagle Quest was providing staffing coverage at The Harbor Mojave location on an as-needed basis.
- Reviewed Harbor policies to ensure youth are supervised at all times while at The Harbors; that youth progress is maintained in the case management system; that the County conducts unannounced visits to The Harbor and engages in quality assurance, and that the County meets monthly with Eagle Quest to ensure fidelity to the model for The Harbor.
- Reviewed quarterly data reports from The Harbor website for the audit period and reviewed source documents supporting the quarterly reports.
- Determined whether the provider has adequate controls, internal and application system, to ensure client confidentiality over client records by reviewing case management software password requirements; determining if a Virtual Private Network (VPN) is in use; if role-based user access/user permissions are in place; if audit and/or access logs exist and are reviewed; and if security of data at rest and transmission of data outside the application (portal, email, etc.) is adequate.
- Reviewed Nevada Revised Statute 62H.025 referenced in the contract regarding records related to children and release of

information and determined whether the provider complies with the statutory provisions and with data requests from agencies.
(item f)

- Obtained a copy of the Eagle Quest Contract, RFQ 606252-22, and amendments from the Board of County Commissioners website and verified whether the contract includes standard language related to a HIPAA Business Associate Agreement (BAA) or confidentiality statement, as applicable; requirements and actions to take in the event of a data breach; an audit of contract compliance and billing clause; and considerations for data return or destruction when the contract is terminated.
- Obtained the agenda items used to approve the Eagle Quest Contract, RFQ 606252-22, and any amendments. and verified that the agenda items reflect the contract; identified how the contract was awarded including obtaining the requirements used to evaluate proposals; and verified whether requirements were sufficiently broad as to allow multiple vendors the ability to compete.
- Obtained a list of all individuals involved in selecting or overseeing the vendor and individuals working on the contract and reviewed conflict of interest forms, financial disclosure statements, disclosure of relationship, disclosure of ownership / principal's documents and other available records, such as property records on the Assessor website, social media contacts, or other internet resources to determine whether any undisclosed close personal relationships exist.

While some samples selected were not statistically relevant, we believe they are sufficient to provide findings for the population as a whole.

Our review included an assessment of internal controls in the audited areas. Any significant findings related to internal control are included in the detailed results.

Standards Statement

We conducted this performance audit in accordance with generally accepted government auditing standards (GAGAS). 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. Our department is independent per the GAGAS requirements for internal auditors.

Appendix B: Eagle Quest's Response to The Harbor JAC Contract Audit Findings

Eagle Quest's Response to The Harbor JAC Contract Audit Findings

Audit Response Cover Page

Organization Name:



Program Name:



Audit Response – Juvenile Assessment Center Contract- The HARBOR

Date of Submission: *September 26, 2025*

***Disclosure:** Please note that this report is a formal submission in response to the audit. We kindly request that it not be edited, altered, or modified in any way without our prior written consent. Any changes made without authorization may compromise the accuracy and integrity of the information provided.*

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Eagle Quest's Response to The Harbor JAC Contract Audit Findings

Opening Statement

Eagle Quest values our longstanding partnership with the County and our shared commitment to serving youth and families. We deeply respect the audit process and the role it plays in accountability. At the same time, we believe the findings, as presented, reflect a black-and-white view that does not fully capture the complexities of service delivery.

The audit highlights isolated instances where Eagle Quest did not align with contract language, yet it does not reflect the many times our staff went beyond contractual obligations—taking on additional tasks and responsibilities to ensure that youth and families remained our priority. For example, during periods when County reimbursements were delayed for months, our teams remained fully staffed and paid, ensuring uninterrupted services for families. When called upon, we stood up four new Harbor sites; including one with less than a week's notice, because the needs of the community demanded it. In other cases, Eagle Quest covered costs without reimbursement, such as the \$1,000 expense to ensure timely installation of The Harbor signage at the Henderson location, so that the site could open as scheduled.

These examples, and many others, demonstrate Eagle Quest's consistent willingness to adapt, respond, and partner in good faith. We respectfully pose the question: can the power of the pen, as it applies to contract language, be used to ensure that the needs of the most vulnerable children and families are met; without being delayed or constrained by rigid processes? We ask that future contract language allow for greater flexibility, so that providers can continue to respond swiftly and effectively when urgent needs arise.

While we appreciate the audit process, we do not believe it fully captures provider performance or the depth of our commitment. We look forward to working in partnership with the County to strengthen operations in ways that better reflect both contractual expectations and the realities of meeting community needs. Eagle Quest remains steadfast in our mission, and we are committed to continuing this important work together in a spirit of collaboration, flexibility, and shared responsibility.

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Eagle Quest's Response to The Harbor JAC Contract Audit Findings

Finding #1 Facility Staffing Did Not Meet Contract Requirement

We acknowledge the audit finding regarding facility staffing not aligning with the contractual requirement of a 4:4 staffing ratio. While we understand the importance of maintaining adequate staffing levels, it is important to note that the staffing structure referenced in the contract is based on outdated language that no longer reflects the current operational needs or best practices for serving youth and families.

Over time, Eagle Quest has adopted a more flexible and responsive staffing model that prioritizes safety, continuity of care, and efficient resource utilization. Specifically, each shift is staffed with a minimum of two trained personnel, with additional staff scheduled during peak hours based on anticipated service demand. This model has consistently allowed us to maintain service quality while adapting to evolving operational realities.

Several factors have contributed to temporary variations in shift staffing, including:

- A hiring freeze was implemented to minimize layoffs during the closure of Harbor Charleston and then again for the closure of the Harbor Crisis Response Program.
- Reallocation of staff to support outreach events and provide critical coverage at the Mojave Harbor.
- Staff callouts that could not always be filled due to the limited availability of our trained per diem pool, many of whom maintain full-time positions elsewhere.
- The reported shift numbers do not fully capture the scope of staffing resources dedicated to Harbor operations. Specifically, they exclude the contributions of salaried leadership team members who routinely provided support and coverage; staff from the Harbor Crisis Response Program, for whom Harbor sites served as their home base; and the additional outer agency personnel absorbed into Eagle Quest sites following the closure of Harbor Charleston (A transition implemented at the request of county leadership). This omission results in an incomplete representation of Eagle Quest's staffing practices and the significant resources consistently allocated to ensure service continuity and meet community needs.

Throughout Eagle Quest's 8-year partnership in operating The Harbors, we have consistently demonstrated our commitment to service continuity. Most notably, we have routinely stepped in to support the County-operated Harbor Mojave site, often during weekends, holidays, and

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Eagle Quest's Response to The Harbor JAC Contract Audit Findings

peak travel periods when staffing challenges could have otherwise left the site with only one or in some times zero employees. To accomplish this, Eagle Quest has frequently reallocated staff from our own Harbor locations, requiring additional travel or last-minute adjustments. While this occasionally reduced staffing at another site, it never compromised the quality of care delivered to families.

Importantly, Eagle Quest leadership established and adheres to a clear policy: under no circumstances are families to be rescheduled. Families are always to be served—and served with quality. At times, this has meant a leader stepped in directly, without the shift being updated in tracking documentation. Because our Harbor leadership team is salaried, we were unable to provide the hourly proof the audit requested, which may have created the perception of gaps in coverage.

It should also be noted that Eagle Quest independently funded and staffed a Harbor Manager at the county-operated Mojave site to ensure stability and maintain family-first operations for several months. This is just one example; among many not reflected in the audit, of Eagle Quest investing resources well beyond contractual requirements to uphold our commitment to youth, families, and the community.

Over the span of the 8 years, including during periods of 24/7 operations, there has not been a single instance in which Eagle Quest failed to provide coverage when requested. Eagle Quest's Director of Operations even covered graveyard shifts at the Mojave Harbor. This record reflects our unwavering dedication to ensuring continuity of service and responsiveness to community needs.

To move forward constructively, we recommend working collaboratively with the Department of Clinical and Community Services (CCS) to review and amend the current staffing language in the contract. Updating this provision will better reflect operational realities, align with best practice staffing models, and preserve the flexibility required to deliver safe, high-quality care while making sound business decisions. Eagle Quest welcomes the opportunity to work alongside CCS and audit representatives to ensure staffing provisions support both compliance and the needs of the families we serve.

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Eagle Quest's Response to The Harbor JAC Contract Audit Findings

Finding #2 Some Supervising Employees Did Not Have the Required Education & Experience When Placed in the Position

We acknowledge the finding regarding some supervisory employees not meeting the educational and experiential qualifications as outlined in the contract at the time of their placement. We recognize the importance of having well-qualified individuals in supervisory roles and are committed to ensuring compliance while also promoting professional development within our organization.

It is important to note that several of the individuals referenced in this finding were initially hired at non-supervisory positions and, over time, demonstrated exceptional leadership potential, commitment, and knowledge. Their promotions into supervisory roles were based on observed performance, ability to lead teams effectively, and alignment with organizational values.

Prior to these staffing changes, we held conversations with Harbor Clark County leadership to ensure transparency and alignment. These decisions were made collaboratively, with consideration for operational needs and workforce challenges. When performance improvement is needed, Eagle Quest's Senior Manager works in close collaboration with the CCS Manager of Prevention and Diversion to ensure expectations are clearly aligned and consistently met, and that positive steps are taken; or other appropriate decisions are made to support ongoing program quality and accountability.

Additionally, it is relevant to recognize that the expansion of 2 Harbor facilities occurred during the COVID-19 shutdown in 2020, which significantly impacted our ability to recruit and retain individuals who met the educational and experiential criteria outlined in the contract. During this time, flexibility in staffing and promotion became a necessary approach to continue service delivery without disruption, while also investing in the development of internal team members. All decisions were discussed with Clark County leadership at the time.

To support these transitions and ensure staff were set up for success, we implemented targeted training and leadership development initiatives, including:

- Ongoing professional development through internal workshops, external training aligned with best practices and compliance standards.

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Eagle Quest's Response to The Harbor JAC Contract Audit Findings

- Coaching and mentoring from experienced leaders to ensure continued growth, accountability, and alignment with organizational goals.
- Performance evaluations and individual development plans to monitor progress and address any gaps in knowledge or experience.

Our commitment to workforce development is long-term and ongoing. We continue to invest in the professional growth of our staff and are actively reviewing our internal hiring and promotion practices to align more closely with contractual expectations.

We also welcome the opportunity to collaborate with Clark County in re-evaluating the language within the contract to ensure it allows for a balanced approach; one that maintains standards while also supporting sustainable professional development within the organization.

Finding #3 – The Enterprise Supervision application has Insufficient Password Requirements, Users are Directed to Share Passwords, and Logs Do Not Contain Sufficient Information for Monitoring

In light of recent concerns, we are more attentive than ever to these matters and fully embrace the suggestions provided. Eagle Quest is working to make independent adjustments as well as working collaboratively with County IT to ensure the recommended changes are implemented effectively and in a timely manner.

Finding #5 We Could Not Verify Training is Provided as Required

We acknowledge the audit finding related to the inability to verify that staff training was completed in accordance with the 20-hour annual requirement outlined in the Eagle Quest contract for The Harbors.

All Harbor staff training records are maintained on Clark County's SharePoint platform and were available at the time of the audit. However, we recognize that the format and level of detail did not fully meet the audit team's verification need; particularly regarding documentation on individual training dates and retaining sign-in sheets.

In response to this recommendation, Eagle Quest has already implemented several improvements:

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Eagle Quest's Response to The Harbor JAC Contract Audit Findings

- **Revised training logs** now capture the specific date of each training session completed by staff. Previously, our system was organized around the fiscal year, which occasionally made it difficult to align documentation precisely with contract language.
- **System updates** are being implemented to ensure our internal tracking tools more directly reflect both contractual expectations and audit verification requirements.
- **Training validation** will be further strengthened by the Training and Supports Committee, which is developing quizzes to accompany Harbor trainings. These quizzes will both verify completion and reinforce staff comprehension.
- **Streamlined access** will be supported through the creation of QR code sign-in forms for future training, ensuring real-time documentation and easy record retrieval.

It is also important to note that many of the required training courses are designed and delivered in direct collaboration with the CCS Prevention and Diversion Manager. This partnership ensures that all training content remains relevant, contractually compliant, and aligned with County and program priorities.

Eagle Quest remains fully committed to delivering high-quality, contract-compliant training to all Harbor staff. We value the audit team's feedback and will continue refining our processes to strengthen accuracy, transparency, and ease of verification moving forward.

Finding #7– Satisfaction Surveys Provided to Families Are Not Tracked

We acknowledge the audit finding that family satisfaction surveys are not being fully tracked, and we appreciate the opportunity to clarify our current process and the associated limitations.

Eagle Quest and the Harbor does have a defined policy and procedure in place for administering satisfaction surveys to families at key engagement milestones. These surveys are distributed at three specific points during a family's involvement with Harbor services:

1. At the time of the initial screening appointment
2. At 60-day case closure
3. One-year post-service

The feedback surveys currently in use are provided by the National Assessment Center Association (NAC), ensuring best practice standards for assessment centers. To enhance

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Eagle Quest's Response to The Harbor JAC Contract Audit Findings

accessibility and participation, surveys are distributed via text message links and QR codes are available for families to scan and complete on their personal devices. While this method improves reach and convenience for families, it also introduces limitations to our ability to track responses, particularly when using third-party survey tools and due to technical constraints in the Enterprise Supervision system (the county-adopted case management platform mandated by the Department).

Specifically:

- Surveys accessed through QR codes and text links are only trackable once completed, as no identifying data is collected prior to the response.
- Text message distribution and report tracking is not fully integrated with our case management system, limiting our ability to confirm receipt or track which families chose not to respond.

We are actively working with both internal teams and county partners to explore enhancements to survey tracking, including more robust integration with our case management system and alternative distribution methods that allow for greater accountability and transparency while respecting family privacy.

It is our understanding that the Department of Clinical and Community Services is currently exploring options for a new case management system. Eagle Quest looks forward to collaborating on this initiative and is committed to supporting the identification and implementation of a system that enhances case management functionality and improves data collection and reporting capabilities. In the meantime, we continue to monitor completed survey responses, review trends, and utilize the feedback to inform quality improvement efforts across Harbor programming.

Closing Statement

Eagle Quest is proud of our longstanding role in operating The Harbors and of the strong partnership we have built with the County. While we recognize that the report reflects certain concerns, we also believe it captures only a narrow window of time and does not fully reflect the dedication, professionalism, and client-centered care that our team consistently provides.

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Eagle Quest's Response to The Harbor JAC Contract Audit Findings

Our staff has remained flexible, responsive, and deeply committed to a “kids first” approach; often going beyond the scope of our roles. From working nights and weekends to support families, to ensuring a young girl had transportation to school when other programs could not assist, to covering the cost of essentials for families transitioning into immediate housing, our priority has always been to act quickly and compassionately in the best interest of youth and families.

We take pride in being respectful, solution-focused providers, and in delivering services that are both professional and deeply personal. While the report may not fully capture this commitment, we trust that our track record demonstrates our dedication. Moving forward, we respectfully ask for continued grace and flexibility as we respond to the evolving needs of the community.

Above all, Eagle Quest remains ready to collaborate, adapt, and improve in partnership with the County. We look forward to continuing this important work together and to ensuring that future contract language supports responsiveness and flexibility in meeting the needs of children and families.

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Appendix C: Clinical & Community Services Response to The Harbor JAC Contract Audit Findings



memorandum

Jill Marano

Director of Clinical & Community Services

To: Angela Darragh, Director CC Audit
From: Jill Marano, CCS Director *jm*
Subject: JJS Eagle Quest Contract Audit Report
Date: October 13, 2025

Based on a request from September 15, 2025, Clark County Clinical and Community Services provides the following response to the October 2025 Eagle Quest Contract Audit Report.

Finding #6 - The Harbor Contract Does Not Include Details on Client Record Retention

The Harbor's case management database, *Enterprise*, was developed by Tyler Technologies and has been in use since 2016, modeled after the Juvenile Justice Services (JJS) database. Recognizing the importance of safeguarding client confidentiality and complying with legal requirements, the Department of Clinical and Community Services (CCS) is working collaboratively with the District Attorney's Office, JJS, and Tyler Technologies to develop a formalized record sealing process. This process will allow for the automatic sealing of client records once a youth turns 18 and has no active cases, mirroring the existing JJS record sealing protocol.

In alignment with these efforts, The Harbor has recently transitioned all sites to a paperless system, utilizing iPads to complete parent and youth paperwork electronically. CCS will partner with Eagle Quest to amend existing contracts to ensure that all electronic records are uploaded into *Enterprise*, and that all duplicate copies—whether digital or physical—are promptly and securely deleted.

These initiatives reflect CCS's ongoing commitment to protecting client privacy, improving operational efficiency, and maintaining compliance standards.

Please do not hesitate to contact me should you have further questions.

service integrity respect accountability excellence leadership

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