



Eagle Quest Contract Audit (The Harbor Juvenile Assessment Center)

Audit Department
October 2025



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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. There are 3 Harbor locations covered by the Eagle Quest contract.

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.
- Determine whether contract terms and conditions are reasonable and Juvenile Justice and the Clinical and Community Services Department provide adequate oversight of the contract(s).

Conclusion

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.

Conclusion *(Continued)*

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

Findings

- Finding #1 - Facility Staffing Did Not Meet Contract Requirements
- Finding #2 - Some Supervising Employees Did Not Have the Required Education & Experience When Placed In The Position
- 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
- Finding #4 - The Harbor Contract Does Not Include a Data Breach Clause and Has Overlapping Requirements in Multiple Sections
- Finding #5 - We Could Not Verify Training is Provided as Required
- Finding #6 - The Harbor Contract Does Not Include Details on Client Record Retention
- Finding #7 - Satisfaction Surveys Provided to Families Are Not Tracked
- Finding #8 - No Process in Place to Ensure Timely Submission and Follow-up of Conflict of Interest Forms
- Finding #9 - The Original Agenda Item Fiscal Impact was Incorrect

#1- Facility Staffing Did Not Meet Contract Requirements (High)

- 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 selected 41 days when CCSD schools were in session. We found Eagle Quest met contract staffing requirements based on the schedule for only 16 days.
- 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.

#1- Facility Staffing Did Not Meet Contract Requirements (High)

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

#1- Facility Staffing Did Not Meet Contract Requirements (High)

- 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.

Recommendations

- Provide the four (4) minimum required staff per shift at each location for The Harbor; 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.

#1- Facility Staffing Did Not Meet Contract Requirements (High)

Response

- Eagle Quest will work collaboratively with the Clinical and Community Services Department to review and amend the current contract staffing language to ensure staffing provisions support compliance and the needs of families served.

#2 - Some Supervising Employees Did Not Have the Required Education & Experience When Placed In The Position (High)

- 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.”
- 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.

#2 - Some Supervising Employees Did Not Have the Required Education & Experience When Placed In The Position (High)

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.

#2 - Some Supervising Employees Did Not Have the Required Education & Experience When Placed In The Position (High)

Response

- Eagle Quest is actively reviewing their internal hiring and promotion practices to align more closely with contractual expectations.
- Eagle Quest will work collaboratively with Clark County to re-evaluate the contract language to ensure it maintains standards while supporting sustainable professional development within the organization.

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

- Passwords Not Changed Every 90 Days/Format Not As Required By Technology Directive #1
 - We found users are not changing passwords every 90 days and passwords are not following required character conventions.
 - 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."

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

- 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.
- 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.

Recommendation

- 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.

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

- 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."

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

- Eagle Quest management states this does not refer to user login passwords, but to codes or PINs that 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 - this could lead to compromised security and unauthorized system access.

Recommendation

- 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.

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

- 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 policy requires that systems and networks logs be monitored for exception anomalies, and that access activities be monitored and recorded.
 - 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.

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

Recommendations

- 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.

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

Response

- Eagle Quest is working to make independent adjustments as well as working collaboratively with County IT to implement the changes effectively and in a timely manner.

#4 - The Contract Does Not Include a Data Breach Clause and Has Overlapping Requirements in Multiple Sections (Medium)

- Contract Does Not Have a Data Breach Clause
 - Due to the sensitive 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.
 - 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.

#4 - The Contract Does Not Include a Data Breach Clause and Has Overlapping Requirements in Multiple Sections (Medium)

Recommendation

- Update the contract to include guidelines and timelines for notifying the County of any data breach or suspected data breach.

Response

- Purchasing will work with Information Technology to determine the needed data breach information to include 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.

#4 - The Contract Does Not Include a Data Breach Clause and Has Overlapping Requirements in Multiple Sections (Medium)

- Contract Has Duplication and Overlap of Requirements

Following is an example:

Section XII - Miscellaneous and Scope of Work - 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 - The Contract Does Not Include a Data Breach Clause and Has Overlapping Requirements in Multiple Sections (Medium)

Scope of Work - General Requirements “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.”

- Having overlapping/duplicative requirements in different places throughout the contract makes it difficult to ensure all items are consistent and are being adequately addressed and adhered to.

Recommendation

- Review the entire contract and revise it to eliminate duplicate requirements and group similar requirements together for clarity.

#4 - The Contract Does Not Include a Data Breach Clause and Has Overlapping Requirements in Multiple Sections (Medium)

Response

- Purchasing is willing and able to work with the department to address these duplicate/overlapping requirements in future agreements.

#5 - We Could Not Verify Training is Provided as Required (Medium)

- The Eagle Quest contract for The Harbor specifies 20 hours of training must be provided on an annual basis for employees.
- Eagle Quest maintains a spreadsheet to track training for The Harbor employees. The worksheet details the types and length of trainings attended. It does not include the date of the training or who provided the course. A sign in sheet is used 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 training was provided as required.

#5 - We Could Not Verify Training is Provided as Required (Medium)

Recommendation

- 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.

Response

- Eagle Quest has already implemented the following improvements:
 - Revised training logs now capture the date of each training session completed.

#5 - We Could Not Verify Training is Provided as Required (Medium)

Response *(continued)*

- System updates to ensure internal tracking tools reflect necessary verification requirements.
- Training validation will be strengthened by the Training & Supports Committee which is developing quizzes to verify completion of trainings.
- Streamlined access will be supported through the creation of QR code sign in forms for future trainings.

#6 - The Harbor Contract Does Not Include Details on Client Record Retention (Medium)

- 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.”

#6 - The Harbor Contract Does Not Include Details on Client Record Retention (Medium)

- If that is the appropriate 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.
- Based on our discussions with Eagle Quest staff, we do not believe electronic records are being disposed.
 - Retaining records indefinitely unnecessarily increases the risk of exposure due to a data breach.

Recommendation

- 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.

#6 - The Harbor Contract Does Not Include Details on Client Record Retention (Medium)

Response

- Clinical & Community Services is working with the District Attorney's Office, JJS and Tyler Technologies to develop a formalized record sealing process to allow for automatic sealing of records once a youth turns 18 and has no active cases.
- The Harbor has transitioned all sites to a paperless system, and CCS will partner with Eagle Quest to amend existing contracts to ensure once records are uploaded into the Enterprise system any copies are promptly and securely deleted.

#7 - Satisfaction Surveys Provided to Families Are Not Tracked (Low)

- The contract requires The Harbor to report on the percentage of youth and caregivers who received and completed satisfaction survey.
 - 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.

Recommendation

- 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.

#7 - Satisfaction Surveys Provided to Families Are Not Tracked (Low)

Response

- Eagle Quest is actively working with internal teams and county partners to explore enhancements to survey tracking.

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

- Clark County requires various conflict of interest and additional employment forms for staff involved in awarding contracts.
- We identified 11 County employees involved in the contract process and requested their financial disclosure and additional employment forms for the audit period.
- 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.

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

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

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

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.

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

Response

- 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.

#9 - The Original Agenda Item Fiscal Impact was Incorrect (High)

- In the initial agenda item for the Eagle Quest contract for the Juvenile Assessment Center 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 impact was \$16,448,858.60, an understatement of \$6,970,021.12 or 73.53% of actual projected costs.
 - The amount was corrected to \$13,658,657.87 when the contract was amended to remove services at The Harbor Charleston.

#9 - The Original Agenda Item Fiscal Impact was Incorrect (High)

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.

#9 - The Original Agenda Item Fiscal Impact was Incorrect (High)

Response

- Purchasing agrees that providing clear and correct information to the Board is critical. 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.



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