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AUDIT REPORT

Juvenile Justice Case Management Application Contract

July 2026

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Audit Executive Summary

July 2026

Background

In 2016, Clark County Juvenile Justice Services (CCJJS) contracted with CaseloadPRO, L.P. to provide case management software and global positioning services for house arrest services (CBE 603943-15). In 2018, CaseloadPRO was purchased by Tyler Technologies, who assumed responsibility for the existing contract. Clark County paid Tyler Technologies a total of $3,969,193 in fiscal year 2025, which includes $1,148,502 for the services we are reviewing as part of this audit.

What We Found

We identified 10 findings, including 8 high risk and 1 medium risk, and 1 low risk. These include:

- Tyler Technologies hired the former Director of Juvenile Justice Services one month after his separation from the County.
- Tyler Technologies added service charges for services required under the original contract.
- The contract includes a development credit whose charges are not invoiced, not applied to a purchase order, and not subject to review by County finance. County staff were not independently tracking charges against this credit.
- Tyler Technology staff have significant access to CCJJS data without being required to undergo the same background check process as other vendors/employees with similar access.

Recommendations

We made 24 recommendations to improve contract oversight. These include:

- Refer the suspected violation of the cooling off period to the Nevada Commission on Ethics and include a no hiring clause as a standard condition in County contracts.
- Track and document charges against and the accumulation of the development credit.
- Have Information Technology personnel review charges for software development for reasonableness.

Why We Did This Audit

Our objectives for this audit were to:

- Determine Tyler Technologies' compliance with contract terms and conditions, including general responsibilities and obligations for the contract.
- Determine whether CCJJS and Clark County Detention Services are providing sufficient oversight of contract performance and management of County resources.

See the audit report for additional details. For more information about this or other audit reports go to clarkcountynv.gov/audit or call (702) 455-3269.

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Background

In 2016, Clark County Juvenile Justice Services (CCJJS) contracted with CaseloadPRO, L.P. to provide case management software and global positioning services for house arrest services (CBE 603943-15). In 2018, CaseloadPRO was purchased by Tyler Technologies, who assumed responsibility for the existing contract. In fiscal 2025, Clark County paid Tyler $1,148,502 for these services, which are the subject of this audit.

Tyler Technologies currently has several active contracts with Clark County departments for various products and services. For fiscal 2025 Clark County payments to Tyler Technologies were $3,969,193.

The contract for the CCJJS case management system was approved by the Clark County Board of Commissioners (the Board) on February 16, 2016. The contract has been amended six times since its original approval in 2016.

The following services are currently being billed under this contract:

CCJJS Case Management System

Clark County Juvenile Justice Services provides oversight and monitoring of juveniles referred by the court system. This oversight includes juveniles on probation[1] or in juvenile detention, including those at the Spring Mountain Youth Camp (SMYC.)

In February 2026, there were 1,350 juveniles on probation. Juvenile Detention Services, a division of CCJJS, provides temporary housing for juveniles who are deemed a danger (to themselves or the community) or those are awaiting placement in other facilities. For 2025, in a typical month, there were 140 juveniles in detention. The department also manages SMYC, which houses 80 juveniles in a typical month.

The Tyler case management software is a database which includes information about juveniles placed under the supervision of the Department. This information includes demographic information, case details, images, and caseload assignment tracking.

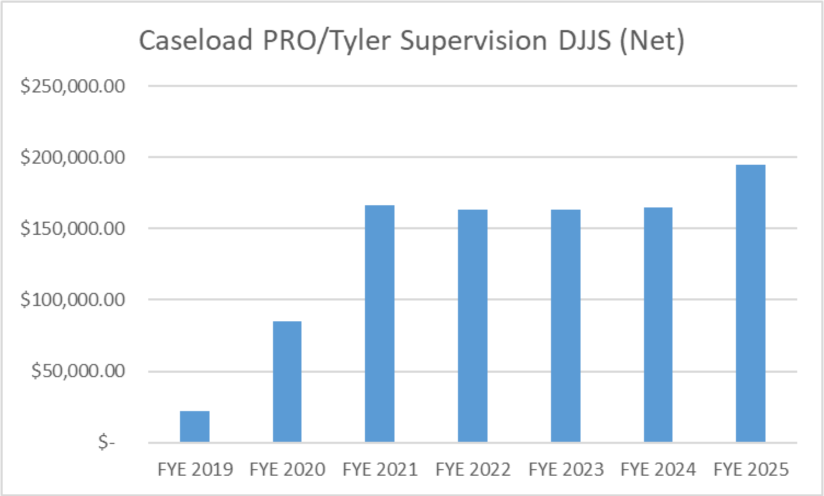
The Tyler Supervision application is used by CCJJS probation officers for the following:

- Documenting case information,
- Documenting safety concerns regarding juveniles in the program,
- Documenting case plans,
- Working with parents and juveniles to meet with Court ordered and CCJJS requirements,
- Documenting safety related information such as suicide watch, dietary restrictions, and juvenile affiliations,
- Performing 3rd party assessments that evaluate juvenile needs, risks, and develop and tailor case plans to seek the best outcome for the individual.

[1] Probation is a court-ordered sanction that allows youth to remain in the community under the supervision of a Probation Officer. The conditions of community-based supervision can vary. It could include fines, restitution, community service, educational programs, counseling, drug tests or other sanctions.

Tyler Technologies charges a subscription fee of $37.50 for each user of the software with add, edit, modify or delete permissions. Read only users are not charged a fee. The subscription fee is reduced by 10%, due to a discount provided to all government entities in Nevada.

Following are annual subscription totals for the CCJJS Supervision application:



The Harbor Case Management System

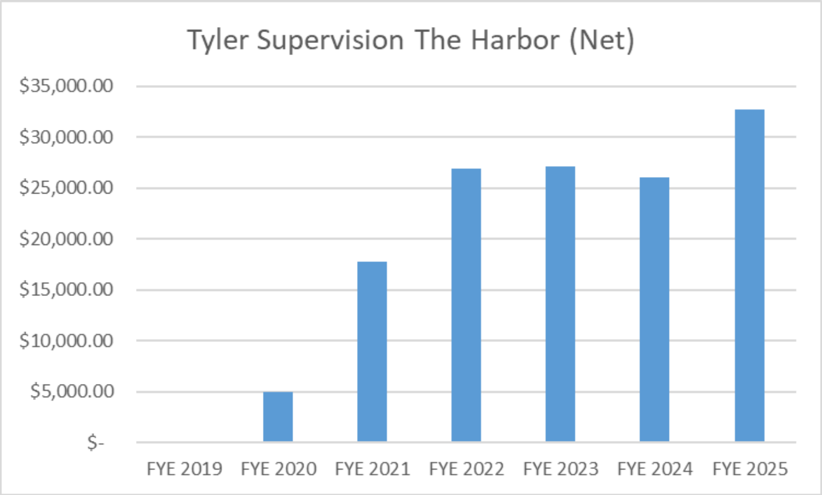
Tyler also supplies the case management system used by The Harbor. The Harbor provides services to juveniles designed to divert them from the juvenile justice system. They also provide services to other juveniles in need. These services include screening and assessment of needs and producing a case plan. The case plan may include references to resources in the community such as anger management, tutoring, mentoring and parenting services. The Harbor program includes four locations in Clark County.

As of December 2024, the Harbor provided services to more than 30,000 children and families.

The Tyler Supervision Harbor case management system stores information related to the juveniles in the program including evaluation records and case plans.

Clark County Audit recently performed a contract compliance audit of Eagle Quest. The audit report was issued in October 2025. The County vendor operates three of the four Harbor locations and provides supplemental staffing to the fourth location which is operated by CCJJS.

Following are the subscription costs billed directly to CCJJS related to The Harbor application.

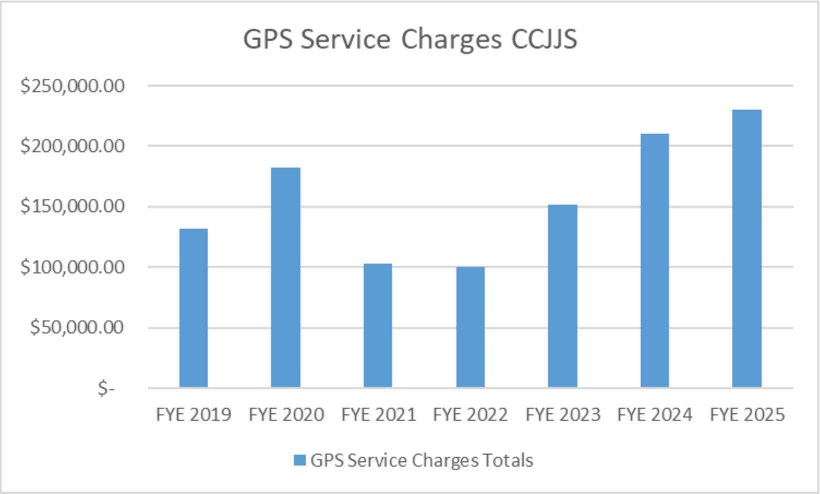


Tyler billed Eagle Quest $34,275 in calendar year 2024 and $25,312 calendar year 2025 for their use of the application.

CCJJS Global Positioning Service (GPS) Monitoring

Tyler provides equipment for juvenile GPS monitoring. GPS monitoring allows youth who would normally be in detention to remain in the community. CCJJS officials monitor the location of juveniles in the program. Tyler charges CCJJS $5.30 per person per day for GPS monitoring services.

Following are the GPS service charges for CCJJS.



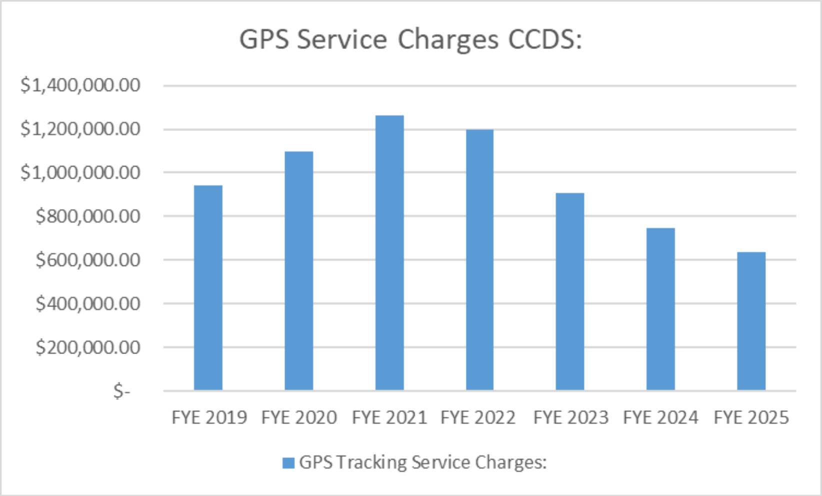
CCJJS changed to a new vendor in April of 2026.

Clark County Detention Services GPS Monitoring

Tyler also provides equipment to adult Detention Services (CCDS) for GPS monitoring. GPS monitoring services allow the Clark County Detention services to track people who are awaiting court hearings or are otherwise on house arrest.

Under the current program, Tyler charges $3.70 per person per day. The lower cost (compared to the DJJS $5.30 per day fee) is due to the larger number of people in the CCDS tracking program.

Following are GPS monitoring costs for Clark County Detention Services.



Development Fees

Tyler charges various development fees for software changes and enhancements. This includes items such as queries, interfaces, reports, or new features.

Objective

Our objectives for this audit were to:

- Determine Tyler Technologies' compliance with contract terms and conditions, including general responsibilities and obligations for the contract.
- Determine whether CCJJS and Clark County Detention Services are providing sufficient oversight of contract performance and management of County resources.

Conclusions

While Tyler Technologies is generally complying with contract terms and conditions, we found numerous areas where County oversight could be enhanced to ensure taxpayer funds are being used appropriately.

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.

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.

See Appendix A for additional details on work performed.

10 Total Audit Findings+

8 High Risk

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

1 Medium Risk

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

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

Finding #1: Conflict of Interest with Former Clark County Director Hired by Tyler

We used professional judgement and selected 23 County employees involved in the contracting process for this contract. We reviewed public and social media records to identify potential relationships between the employee and the contractor. We found one current Tyler employee is a former Clark County Director, which was confirmed by the vendor.

The former Director is listed as a formal petitioner on a request for a funding increase of $8,887,122, which was approved by the Board on June 6, 2023. He had significant input on the awarding of contracts to this vendor. He separated from the County on August 31, 2023, and started employment with Tyler Technologies on September 11, 2023.

Government officials and employees are generally restricted from soliciting or obtaining employment with vendors within 12 months of leaving their government position. (The Nevada Ethics in Government Law (NRS 281A.550), and Clark County Code 2.42.040)

Select government employees and officials, including department heads, are required to attend ethics training every two years. This training discusses in depth the activities that are prohibited by Nevada law, including the cooling off period. The Nevada Commission on Ethics interprets and enforces the Nevada Ethics in Government Law. They can be contacted for guidance or approval of exceptions. Vendors are not currently required by contract to comply with the law.

A public employee violating the cooling off period and accepting employment with a contractor may lead to conflicts of interest, loss of proprietary information, and potential legal or reputational damages. It could also appear to be a kickback for awarding the contract, which is why this type of situation is prohibited.

Recommendations

1. Report the suspected violation to the Nevada Commission on Ethics.
2. Add a clause to the standard contract template notifying vendors that County employees must comply with the Nevada Ethics in Government law pertaining to future employment with vendors.

Management Action Plan

(Purchasing)

Recommendation #2: The Purchasing Division agrees and will work with the District Attorney's Office to craft a clause to address this recommendation.

Finding #2: The Contract's Development Credit Reduces Transparency

The contract for the CCJJS case management system provides for a 33% development credit based on subscription charges. This credit is intended to be used to offset development charges.

We found CCJJS and Tyler Technologies are applying developmental and service charges against the development credit without obtaining purchase orders or issuing invoices as required by County policy (Fiscal Directive 6). Expenditures against the development credit are being approved solely by CCJJS officers via e-mail. Purchasing and Finance do not have a record of the expenditures against the development credit and are not involved in reviewing, documenting, or approving such expenditures. Further, Information Technology is not included to assess the reasonableness of the charges.

The development credit is not documented in the County general ledger as an asset. We also found that no County employee could independently give us the exact amount of the outstanding credit or a list of charges made against it.

According to Tyler, the balance of the development credit as of December 1, 2025, was $18,778.92. Based on Tyler invoices from fiscal year 2019 through the first half of fiscal year 2026, the accrued total should have been $396,308.23. If accurate, this means that $377,529.31 was expended without a purchase order over that period.

In addition to the development credit, there were two purchase orders issued for development projects under the competitive bidding exception since Tyler assumed responsibility for the contract in 2019. The first development project was quoted at $152,040 and included $71,845 in documented payments although we do not know if any charges were applied against the development credit. The next project was quoted and paid $348,900. The first project involved Information Technology in the quote process, while the second project did not.

Lack of purchase transparency may result in the County paying more for services than is reasonable or for items that would not normally be approved. Lack of formally tracking the credit could result in financial loss related to that credit. Failure of the department to include Information Technology in the review and approval process creates the risk that the County may pay for development charges that exceed costs of other available technology or business options.

This is especially concerning since the contract is based on a competitive bidding exception.

Recommendations

3. Account for the accumulated development credit as an asset in the County General Ledger.
4. Maintain documentation of credit balance along with any development or other expenses charged against the credit.
5. Include Information Technology in the consultation process and approvals of credit development expenditures to ensure amounts are reasonable.
6. Issue a purchase order for all charges against the development credit, following standard approval workflows.
7. Amend the contract to eliminate the development credit and revise the price to reflect the actual price paid for the software subscription.

Management Action Plan

(Information Technology)

While this issue does not directly involve IT, it highlights important consideration for all future technology contracts. For future contracts, we would like to work with purchasing on any form of development or service “credit” that must be formally tracked through a purchase order and standard invoicing processes rather than through informal or undocumented methods. IT will incorporate this requirement into future contract reviews and will educate IT staff accordingly. The implementation of Technical Directive 9 will further strengthen this control by ensuring IT oversight across all new technology procurements and standardizing contract specifications.

(CCJJS)

CCJJS will seek guidance from Clark County Finance and Clark County Information Technology regarding how to:

1. Account in the Clark County General Ledger, maintain documentation of credit balance.
2 Maintain documentation of credit balance along with any development or other expenses charged against the credit.
3. Issue a purchase order for all charges against the development credit, following standard approval workflows.
4. Work with Clark County IT, Finance, and Purchasing to amend the contract to eliminate the development credit and revise the price to reflect the actual price paid for the software subscription.

Finding #3: The Customer Success Account Manager Contract Duplicates Original Contract Services

Under the terms of the original contract, the vendor is required to provide a manager to manage the provision of services. Support for technical issues is to be provided at no additional cost. The County is required to establish contacts authorized to contact the vendor, and the vendor is required to provide unlimited phone and email support. These services, along with the manager are at no additional cost.

The original contract and amendments to the original contract include quoted pricing for specific development services.

Tyler provided bi-weekly updates, quarterly visits and support for system help desk tickets forwarded for review under the terms of the existing contract up to the Fall of 2024. In the Fall of 2024, Tyler advised CCJJS that the existing service program was discontinued and was being replaced with the Tyler Customer Success Account Manager (CSAM) program that required an additional $99,000 for the first year, and $110,000 per year thereafter.

The Tyler Customer Success Account Management plan is a separate competitive bidding exception contract (CBE 607319-24). It is a consulting contract directly related to the case management system contract (CBE 603943-15). Because of the dollar amount, it did not go before the Board for approval, even though it was based on a contract that obtained Board approval.

The new Tyler program is supported by a schedule of activities. For clarity, that schedule is provided in full as Appendix C of this report, along with an excerpt from the original contract requiring an account manager. The required account manager is a person from the support function of Tyler. The CSAM program provides for a different dedicated point of contact for escalation and consulting and has a limited number of clients.

The Tyler program includes the following activities:

- Proactive Relationship Management
- Strategic Planning
- Support Pattern Recognition
- Operational Best Practices
- Purchaser Specific Knowledge
- Issue Management and Resolution

The material product of the agreement is the Strategic Account Plan. We obtained and reviewed 3 quarterly presentations presented to DJJS officials under the Tyler program.

The body of the presentation includes goals of the strategic account plan which include short-term process improvements, field probation updates, data reliability goals, support ticket management, and long-term process improvements (software development goals, such as dashboard analytics, and reporting.

It also includes status reporting on feature requests and system enhancements, statistics regarding help desk tickets for the quarter, current development projects, and future goals.

All of this information would reasonably be expected from the account manager. We do not believe CCJJS is receiving sufficient extra services to warrant the cost. Basically, we believe Clark County is effectively paying Tyler Technologies the equivalent of a full-time employee to promote, manage, and sell its services under this contract. We also found that Tyler is charging this fee for other software contracts with the County.

As of April 22, 2026, the Tyler Customer Success Account Manager fee is applied to the development credit, which is discussed in a previous finding. No purchase order or invoice was issued for this fee. According to Tyler, $99,000 was deducted from the development credit on 11/15/2024, and $110,000 was deducted from the development credit on 11/15/2025.

Recommendations

8. Cancel the CSAM contract unless CCJJS believes the CSAM deliverables are of benefit to the County outside of normally expected performance and responses under the original contract.

9. Determine whether such fees are appropriate for other Tyler contracts with the County and if so, at what rate is reasonable.

Management Action Plan

(Information Technology)

Recommendation #9: IT will work with Purchasing to establish a master service agreement (MSA) with Tyler Technologies which may mitigate challenges associated with programs such as CSAM that have affected multiple departments.

NOTE: The implementation of Technical Directive 9 will help prevent similar issues by ensuring IT participation in the review of technology contracts, statements of work, and amendments. Early IT involvement supports consistent contract standards, improved comparison of vendor offerings, and better-informed decision making. With this support, then the department should avoid unnecessary costs

(CCJJS)

CCJJS will seek guidance from Clark County Purchasing to cease payment for management fees related to the CCJJS contract.

Finding #4: User Reviews Are Not Documented and Active User Reports to Support Billing Are Not Created and Retained

CCJJS could not provide documentation to support regular reviews of active users for access or billing purposes.

Tyler system users are classified as billable and non-billable users. Billable users are users who have access to the system and can add, edit, modify, or delete data in the system. Non-billable users are users who have read-only access.

We reviewed active user listings for billed and non-billed users as of March 2026 for both the Tyler Supervision DJJS and Tyler Supervision Harbor users. We attempted to validate the number of users billed to users with access but were unable to reconcile the amounts. The differences appeared to be minimal.

Tyler Supervision DJJS Access

Of 469 billable users of Tyler Supervision, we found 5 Clark County users whose current employment with Clark County could not be verified and 5 generic accounts. We also identified 29 users listed as vendor/contractor and 2 users employed with Clark County School District (CCSD) whom we are unable to verify, as we don’t have access to confirm the user validity.

Of 865 read-only users of Tyler Supervision, we found 42 users who are no longer employed and should not have access and 172 users whose employment we could not validate as they are not Clark County or Eagle Quest employees.

Tyler Supervision Harbor Access

Of 138 billable users of Tyler Supervision the Harbor application, we found 4 Clark County users and 6 Eagle Quest users who were not listed as active employees and 1 generic account. We also found 10 external or vendor users whose validity we could not determine.

Of 72 read-only users of Tyler Supervision – The Harbor application, we found 3 users who are no longer employed and should not have access and 3 users whose employment we could not validate.

Tyler Technologies Employee Access

Tyler Technologies has employees with access to the application, and database as well as the server that hosts the Clark County database. These employees include support and development staff who need to access the system for the performance of ticket troubleshooting and application testing. According to Tyler, they have 49 employees with system access. We were unable to independently verify this in the system.

Departments are responsible for ensuring that application access is limited to currently active and authorized users. Additionally, the validity of billing for billable users should be verified against the current list of active users for accuracy.

There are numerous policies and requirements regarding access review. While CCJJS is currently not part of the County’s hybrid entity for HIPAA purposes, we anticipate they will be added in the near future. The HIPAA Security Rule requires entities to remove access once it is no longer needed for job duties. Further, Clark County IT Directive 1 requires departments to refrain from using generic accounts and modify access privileges any time there is a change to staff.

If a department does not periodically review user accounts, users who have left their positions or transferred to other departments may retain user access to sensitive systems and data. This creates the risk that unauthorized users may access sensitive information or create unauthorized changes to system data. It also exposes those accounts to being compromised, allowing individuals to access data not necessary for their job duties or perform unauthorized transactions. Overall, these risks could negatively affect the availability, confidentiality, or integrity of system data.

Failing to document billable users within the system to corroborate invoicing may lead to the County overpaying for users that are no longer active.

Recommendations

10. Document billable users on a monthly basis, reconcile to the invoice, and retain the reports in an archive file to provide support for invoiced charges.

11. Perform periodic reviews (at least quarterly) of all user accounts within the application to ensure that only authorized users retain access to the system and data.

Management Action Plan

(Information Technology)

Recommendation #12: Primary responsibility for reviewing active system users remains with Juvenile Justice; however, IT can support the department by scheduling and delivering recurring user access reports for review and department follow-up on a monthly basis, if requested. This requirement is specified in “TD1 Information Technology Security Policy” Access Authorization and System Access Control.

(CCJJS)

CCJJS will build a process to identify and document billable users, and reconcile with the invoices monthly, and retain reports in an archive file.

CCJJS will work with CCIT for IT to support by scheduling and delivering recurring access reports for review and follow-up on monthly basis.

CCJJS will conduct a quarterly review of all user accounts within the application to ensure that only authorized users retain access to the system and data.

Finding #5: Clark County Overpaid $17,685 Due to Invoicing Errors

Due to invoicing errors, the County overpaid $17,685 in subscription fees for the Tyler Supervision DJJS and Tyler Supervision – The Harbor applications.

We found the following double payments for user access.

Document	Net Amount Paid	Description
3125032280	$15,120	Nov 2024 Tyler Subscription
3125032276	$15,120	Nov 2024 Tyler Subscription

Document	Net Amount Paid	Description
3125041826	$2,565	Nov 2024 Tyler Harbor Subscription
3125032281	$2,565	Nov 2024 Tyler Harbor Subscription

The total overpayment was $17,685. CCJJS should verify invoicing is accurate prior to payment.

Tyler submitted a credit memo for the overcharge.

Recommendations

12. Verify invoiced charges are correct and not duplicative prior to payment.

Management Action Plan

(CCJJS)

CCJJS has implemented a monthly invoice verification process to ensure correct and non-duplicative payments.

Finding #6: Tyler Technologies is Billing CCJJS and Eagle Quest for the Same Users

The contract with Eagle Quest requires them to pay subscription costs for their users of the CCJJS case management system.

During our invoice testing we found Tyler Supervision is generally billing CCJJS and Eagle Quest separately for their users of the Tyler Supervision – The Harbor application. We believe this approach to be accurate.

However, beginning in February of 2026, Tyler added the Eagle Quest users to the billing for CCJJS. Eagle Quest was also invoiced for their users for February and March of 2026. This resulted in an overcharge to CCJJS of $3,487.50 for the Eagle Quest users.

CCJJS did not identify the error because they do not verify the number of users to the invoice.

We also noted that Eagle Quest does not receive the 10% Nevada Agency Discount.

Recommendations

13. Obtain a credit for the overcharged amount.

14. Verify Tyler is billing the County for the correct number of active County users prior to paying invoices.

Management Action Plan

See Tyler response.

Finding #7: Tyler Staff Access CCJJS Client Data without Undergoing Sufficient Background Checks

CCJJS performs background checks of their employees due to NRS requirements. However, they do not document background checks of Tyler Technology employees with access to system data and we were unable to verify that those employees passed similar background checks.

NRS 62G.223 specifies the background check requirements for employees with the department of juvenile justice, including that they be conducted at least every 5 years after the initial review.

As we will discuss in a later finding, Tyler personnel are accessing a significant number of CCJJS client records. The data stored within the application includes items such as name, age, sex, race, charges, services provided and pictures of the individual. This information could be misused against those individuals or their families. While Tyler staff do not have direct access to the individual in the same way as a CCJJS employee, they have enough information to be able to locate and access that individual. For this reason, we believe Tyler staff should undergo the same background checks at the same frequency as CCJJS staff and provide proof to Clark County.

The contract requires Tyler to conduct background checks on staff, but it does not reflect the same strict requirements as the NRS. We requested proof that staff with access to CCJJS data successfully completed a background check and were not provided with the information.

Recommendations

15. Require Tyler Technologies to provide Clark County with up-to-date information on who is able to access County data and background check results for each person.

16. Amend the current contract to require Tyler staff to undergo background checks that comply with NRS for juvenile justice department staff.

17. Implement a procedure to ensure that future Tyler staff are subject to the required background checks prior to accessing system data.

Management Action Plan

(Information Technology)

While this issue does not directly involve IT, it highlights important consideration for all future technology contracts. Would like to work with Purchasing. These finding addresses vendor access to County data in a cloud based (SaaS) environment. Unlike on premises systems - where vendors undergo standard County background checks - SaaS platforms may bypass these established controls. At minimum, contracts must require vendors to provide ongoing proof of current background checks, including criminal checks, that meet County requirements. Contract should also include the right to audit background results in the event of an issue. This is another area where Technical Directive 9 will make a positive impact, ensuring a standard contracting approach to SaaS vendor management. IT does require any vendor that needs to access County network/data/etc much be background checked. If they are not, then IT is present while the vendor is accessing the system/data.

(CCJJS)

CCJJS plans on requiring Tyler Technology to send a monthly report of who can access County data.

CCJJS will contact Civil DA regarding who will conduct the background checks and parameters.

CCJJS to discuss with Clark County Purchasing updating the contract to require background checks to comply with NRS.

Once the contract is updated it will include language ensuring future Tyler staff are subject to the required background checks prior to accessing system data.

Finding #8: CCJJS Does Not Review Tyler Technology Staff Access to Client Data

CCJJS has a review process in place where an employee accesses sensitive data to ensure it is appropriate for their business purposes. However, this review does not extend to vendor staff.

Due to the sensitive nature of the information, there are various security requirements CCJJS must follow. This includes NRS and the U.S. Department of Justice Criminal Justice Information Security Services (CJIS) security policy and will eventually include the HIPAA Security Policy. These policies require access reviews and minimum necessary or least privilege access to data.

We obtained a report detailing Tyler staff access to data. During 2025, Tyler staff accessed 26,121 records. We were provided with examples of reasons for this significant amount of access, but there was no way to verify that it was all for a legitimate work-related purpose.

The contract requires Tyler Technology to establish safeguards; however, it does not specifically require the county to look at access logs to identify unauthorized access.

While Tyler Technologies handles the responsibility of infrastructure security and operational management, it is ultimately Clark County's responsibility for the governance and uses of the data since they are the data owners.

Not reviewing Tyler Technologies' access to sensitive data, allows for inappropriate or unusual activity to go undetected.

Recommendations

18. Conduct periodic reviews of data access by Tyler Technology employees to ensure that user access to sensitive data is for legitimate business purposes.

19. Ensure all staff have the least privilege required to perform their job duties.

20. Determine whether CCJJS can modify business practices to significantly reduce or eliminate the vendor's need to access data.

Management Action Plan

(Information Technology)

Building on Finding 7, can the contract be amended such that the Vendor(s) will be required to submit the documentation to the County verifying the periodic reviews. IT can also support departments by reviewing vendor provided access listings and validating that access levels remain appropriate.

(CCJJS)

CCJJS will require Tyler Technology (added in the contract amendment) to provide, on a monthly basis, logs of data access by Tyler Technology employees to ensure that user access to sensitive data is for legitimate business purposes and ensure Tyler employees have the least privilege required to perform their job duties.

CCJJS will review and determine what practices might be implemented to reduce or eliminate the vendor's need to access data. To be added into contract language.

Generally, Tyler does not have access to client data. Strictly controlled. They access 26k records each year.

Juvenile justice to review access and make sure it is for business purposes.

Work with CC IT to support with reviewing vendor provided access listings and validating that access levels remain appropriate.

Finding #9: CCJJS Does Not Perform Periodic Tests of System Backup or Complete Restoration of the Application and Data

The contract requires redundant datacenters for servers and regular backups to be stored in an alternate location and allows the County to request failover testing. However, CCJJS was not aware of this, and has not requested it. Therefore, a failover of the backup and complete restoration of the system was not completed.

Not completing a failover and doing a complete restore of the system could result in longer than expected recovery time when a disaster occurs. A non-function backup or configuration that take significant time to bring back up would significantly hinder their operations, as this is one of their critical systems.

Recommendations

21. Conduct a complete failover and restoration of the system with Tyler Technology to ensure that it is working properly and ensure that the downtime for doing so meets with the requirements of the CCJJS disaster recovery plan. .

Management Action Plan

(Information Technology)

Response to recommendation #22: With DJJS coordinating and requesting, IT will participate in and overseeing full failover and system restoration testing with the vendor. Documentation of successful restoration should be incorporated into the department's Disaster Recovery plan to ensure operational continuity. If not in the contract, contract should be updated to document the DR targets, i.e. RPO (Recovery Point Objective - maximum amount of data that can be lost during an outage) of < 5 min and RTO (Recovery Time Objective - maximum acceptable downtime after a failure) < 60 min. Or other metrics are important. Testing should include review and validation of backup immutability.

IT should review the CCJJS solution with CCJJS and Tyler Technologies to verify adherence to the CJIS controls.

(CCJJS)

CJJJS will request, on a yearly basis, Tyler technology to conduct failover testing, and provide any results.

CCJJS will work with CC IT with coordination and participation in overseeing full failovers and system restoration testing with the vendor.

Finding #10: Certificate of Insurance Does Not Meet the Contract Requirements

We obtained a current Certificate of Insurance from Tyler Technologies for the period of April 1, 2025, through April 1, 2026. We reviewed the insurance coverage for compliance with the contract requirements and found the following:

- The Purchasing and Contracts Division did not obtain and maintain a current Certificate of Insurance on file as of December 14, 2025.
- Insurance coverage did not include the following that are required by the contract:
  - A primary and non-contributory clause and waiver of subrogation for Commercial General Liability;
  - Additional insured for Commercial General Liability and Automotive Liability; and
  - Clark County, Nevada as a certificate holder.

Purchasing and Contracts deployed myCOI software in February 2025. MyCOI software is an insurance documentation management program. After the system was put into place, the department required vendors with new and renewing contracts to be registered users of the platform to ensure proper tracking and verification of insurance. However, there is no process in place to ensure timely submission and follow-up of Certificate of Insurance for vendors holding a contract with the County prior to February 2025.

Failure to follow up and review certificates of insurance may lead to noncompliant and/or lapsed policies that may go undetected, posing a risk of lawsuits, reputation damage, and contract breaches.

Recommendations

Purchasing and Contracts should do the following:

22. Implement policies and procedures for timely submittals and review of all Certificates of Insurance for compliance with contract terms;

23. Implement policies and procedures for follow-up of all certificates of insurance not received by the deadline; and

24. Obtain a valid certificate of insurance from Tyler that complies with the contract requirements.

Management Action Plan

(Purchasing)

The primary focus of the insurance requirements in the Purchasing and Contracts Division is to ensure that prior to an actual award the certificates of insurance (COI) is accurate and complies with all contract requirements. This process ensures clarity and understanding from a legal perspective that the contract is complete in all respects upon contract execution.

Purchasing and Contracts does have a process and procedure for obtaining the COI for all contracts. For established contracts prior to the implementation of MyCOI the team would include with the renewal letter a request for updated insurance certificates. If we received notice that a vendor had cancelled their coverage, we would communicate with them and take measures up to contract termination if they failed to comply with the insurance requirements. This manual process could lead to delays in contract execution and a lack of timely review on renewal certificates. The implementation of the MyCOI process has greatly increased our ability to identify and track issues by contract and address them in a more streamlined and improved manner.

The contract with MyCOI does include a process where they follow up with all firms on a quarterly basis to ensure the vendors are maintaining the required insurance. My COI also follows up with firms as their various insurance policies expire.

Should a vendor fail to respond to MyCOI then Purchasing and Contracts follows up with them in a tiered approach for contract award. If the vendor does not maintain the required coverage or drops required coverage there are contract remedies up to and including termination of the contract at the County's discretion. A failure of maintaining required coverage does not excuse the vendor from providing the coverage up to the insurance limits legally. If there were a claim and the vendor did not have the coverage the County would still require the vendor to honor the claim as a requirement of the contract.

Once a contract has been executed a failure to have a current COI does not put the County in any financial or legal liability. The County is covered by the indemnity provisions in the contract regardless of whether the vendor has provided an up-to-date COI.

Appendix A: Audit Scope, Methodology, and GAGAS Compliance

Scope

The audit covered the period from July 1, 2018 (fiscal 2019) through May 1, 2026. We considered processes in place as of October 1, 2023. The last day of field work was June 2, 2026.

Methodology

To accomplish our objectives, we performed the following procedures:

- Reviewed 28 purchase orders and 610 invoiced charges for CCJJS and CCDS paid under the contract from FYE 2019 through the first half of FYE 2016 to ensure that the charges were recorded properly in SAP, the Counties financial management system, and were in accordance with contract terms and conditions.

- Documented invoice payments from the County to Tyler Technology by category under the contract so we could report total spending under the contract.

- Reviewed the County contract for the Tyler CSAM (Customer Success Account Manager) program for CCJJS to understand the specific services defined under the terms of the CSAM contract.

- Reviewed 3 quarterly reports presented to the County by the Tyler CSAM representative to determine and understand the specific reporting and services provided by the Tyler CSAM representative.

- Identified Tyler contracts and purchase orders in SAP to determine the extent of the customer service account manager charges.

- Reviewed user reports for Tyler Supervision and Tyler Supervision – The Harbor to verify that users are still employed and access is appropriate.

- Received a report showing partial accumulation and expenditures against the Section 5.6 revenue sharing development credit in an effort to understand the operation of the program and the program costs.

- Verified that Tyler insurance documentation was in accordance with contract terms.

- Reviewed Tyler invoicing to Eagle Quest for access to the Tyler Supervision – The Harbor system to determine the overall cost and ensure there is no double-billing.

Reviewed the SOC Type 2 report to ensure that IT security requirements under the contract are met.

- Reviewed the on-line Tyler Technologies CJIS Matrix for Enterprise Supervision to ensure that IT security requirements under the contract are met.

- Reviewed list of personnel involved in contract and amendment proposals to the County Board for appropriate authority and independence.

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: Schedule of Contract Charges

During the audit, we documented County expenditures for a variety of activities and services related to Contract CBE 603943-15. Overall, from FYE 2019 through the first half of FYE 2026 there have been $10,443,810 in invoiced charges to purchase orders issued under this contract. This total includes development projects that are not in the charts below.

Clark County Juvenile Justice Services

	Fiscal Year								
Tyler Supervision Subscription Charges	**FYE 2019**	**FYE 2020**	**FYE 2021**	**FYE 2022**	**FYE 2023**	**FYE 2024**	**FYE 2025**	**FYE 2026**	**Total Payments**
Caseload PRO/Tyler Supervision DJJS (Net)	$ 22,159.79	$ 84,857.19	$ 166,410.00	$ 163,518.75	$ 163,316.25	$ 164,640.00	$ 194,906.55	$ 92,913.75	$ 1,052,722.28
Tyler Supervision The Harbor (Net)	$ -	$ 4,995.00	$ 17,729.75	$ 26,898.75	$ 27,135.00	$ 26,021.25	$ 32,742.00	$ 12,690.00	$ 148,211.75
Tyler Subscription Totals:	$ 22,159.79	$ 89,852.19	$ 184,139.75	$ 190,417.50	$ 190,451.25	$ 190,661.25	$ 227,648.55	$ 105,603.75	$ 1,200,934.03
GPS Tracking Service Charges	**FYE 2019**	**FYE 2020**	**FYE 2021**	**FYE 2022**	**FYE 2023**	**FYE 2024**	**FYE 2025**	**FYE 2026**	**Total Payment**
Electronic Monitoring w Call Center Support	$ 131,450.60	$ 181,896.00	$ 102,576.20	$ 99,599.60	$ 151,118.90	$ 209,683.90	$ 229,797.40	$ 56,922.00	$ 1,163,044.60
Automated Reminder System	$ -	$ 223.56	$ 411.30	$ 401.40	$ 458.10	$ 383.22	$ 307.80	$ 78.66	$ 2,264.04
GPS Service Charges Totals	$ 131,450.60	$ 182,119.56	$ 102,987.50	$ 100,001.00	$ 151,577.00	$ 210,067.12	$ 230,105.20	$ 57,000.66	$ 1,165,308.64
GPS Tracking Hardware Charges	**FYE 2019**	**FYE 2020**	**FYE 2021**	**FYE 2022**	**FYE 2023**	**FYE 2024**	**FYE 2025**	**FYE 2026**	**Total Payment**
Damaged/Unrecoverable GPS devices	$ 3,150.00	$ 5,950.00	$ 9,800.00	$ 3,150.00	$ 3,850.00	$ 6,300.00	$ 1,050.00	$ 2,100.00	$ 35,350.00
ReliAlert Charger	$ 2,120.00	$ 2,800.00	$ 1,300.00	$ 2,500.00	$ 4,100.00	$ 4,500.00	$ 7,550.00	$ -	$ 24,870.00
Secure Cuff	$ 1,500.00	$ 5,500.00	$ -	$ 3,100.00	$ 2,550.00	$ 3,950.00	$ 18,650.00	$ -	$ 35,250.00
Expedited Shipping	$ 259.22	$ 1,173.41	$ -	$ -	$ 499.75	$ 829.81	$ 1,160.78	$ -	$ 3,922.97
EC 30 Smart Wand	$ -	$ -	$ -	$ -	$ 6,435.00	$ -	$ -	$ -	$ 6,435.00
Smart Wand Charging Cradle	$ -	$ -	$ -	$ -	$ 800.00	$ -	$ -	$ -	$ 800.00
ReliAlert Break-Away Cable	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Hardware Totals:	$ 7,029.22	$ 15,423.41	$ 11,100.00	$ 8,750.00	$ 18,234.75	$ 15,579.81	$ 29,410.78	$ 2,100.00	$ 107,627.97
Software Development Charges	$ -	$ 3,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000.00
CCJJS Contract Costs Totals	$ 160,639.61	$ 290,395.16	$ 298,227.25	$ 299,168.50	$ 360,263.00	$ 416,308.18	$ 487,164.53	$ 164,704.41	$ 2,476,870.64

Clark County Detention Services

	Fiscal Year								
GPS Tracking Service Charges	**FYE 2019**	**FYE 2020**	**FYE 2021**	**FYE 2022**	**FYE 2023**	**FYE 2024**	**FYE 2025**	**FYE 2026**	**Total Payment**
GPS Daily Monitoring and Rental Step and Trackgroup:	$ 634,887.72	$ 172,319.40	$ 55,705.28	$ 9,603.50	$ 375.80	$ -	$ -	$ -	$ 872,891.70
GPS Daily Monitoring and Rental ReliAlert Devices:	$ 274,337.60	$ 926,679.80	$ 1,205,485.60	$ 1,187,932.10	$ 904,277.60	$ 748,239.20	$ 638,287.00	$ 238,161.40	$ 6,123,400.30
Electronic Monitoring w/ Call Center Support	$ 35,289.24	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,289.24
GPS Tracking Service Charges:	$ 944,514.56	$ 1,098,999.20	$ 1,261,190.88	$ 1,197,535.60	$ 904,653.40	$ 748,239.20	$ 638,287.00	$ 238,161.40	$ 7,031,581.24
GPS Tracking Hardware Charges:	**FYE 2019**	**FYE 2020**	**FYE 2021**	**FYE 2022**	**FYE 2023**	**FYE 2024**	**FYE 2025**	**FYE 2026**	**Total Payment**
Damaged/Unrecoverable GPS Devices:	$ 18,900.00	$ 100,100.00	$ 22,100.00	$ 26,600.00	$ 27,300.00	$ 15,400.00	$ 2,800.00	$ 3,500.00	$ 216,700.00
ReliAlert Charger:	$ 6,600.00	$ 19,800.00	$ 12,100.00	$ 16,800.00	$ 7,500.00	$ 6,000.00	$ 2,000.00	$ 1,000.00	$ 71,800.00
Secure Cuff:	$ 12,500.00	$ 34,500.00	$ 16,750.00	$ 25,750.00	$ 25,000.00	$ 6,100.00	$ 18,250.00	$ 3,575.00	$ 142,425.00
Expedited Shipping:	$ 726.15	$ 546.82	$ 371.46	$ -	$ 116.12	$ 842.82	$ -	$ -	$ 2,603.37
Missing Invoices (Unclassifiable):	$ (1,000.00)	$ 450.00	$ -	$ -	$ -	$ (350.00)	$ -	$ -	$ (900.00)
Inactive Shelf:	$ 1,830.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,830.00
GPS Equipment Charges Total:	$ 39,556.15	$ 155,396.82	$ 51,321.46	$ 69,150.00	$ 59,916.12	$ 27,992.82	$ 23,050.00	$ 8,075.00	$ 434,458.37
Clark County Detention Services Cost Totals:	$ 984,070.71	$ 1,254,396.02	$ 1,312,512.34	$ 1,266,685.60	$ 964,569.52	$ 776,232.02	$ 661,337.00	$ 246,236.40	$ 7,466,039.61

Appendix C: Client Success Management Details

Client Success Management and Consulting (CSMC) Agreement
Schedule 1

Purchaser:	**Clark County on Behalf of Department of Juvenile Justice Services, Nevada**				
Client Success Account Management				**Start Date:**	**November 15, 2024**
Term:	Annual*				
Units:	2 (Premium)	**Utilization:**	40%	**CSAM Fees:**	$110,000
				Customer Loyalty Discount (Year 1):	-$11,000
				Total Annual Fees (Year 1):	**$99,000**
				Total Annual Fees (Year 2):	**$110,000**
				Total Annual Fees (Year 3)	**$110,000**

CLIENT SUPPORT ACCOUNT MANAGMENT (CSAM) ACTIVITIES:

Proactive Relationship Management
- Onsite kick-off meeting to establish a quarterly Strategic Account Plan
- Monthly meetings to review the plan status and make modifications if needed
- The Client Success Account Managers manage both monthly and ad hoc phone meetings to ensure that regular, structured communication is maintained throughout the service
- Funded quarterly site-visit to Purchaser.

Strategic Planning
- Monthly briefings on new features and Tyler investments
- Create and perform quarterly review Strategic Account Plan
- Monthly reporting on staff usage patterns
- Coordinate creation of automated testing plan against key functions

Support Pattern Recognition
- Periodic review of support incidents to provide recommendations and consulting
- Projected training needs for high volume incidents
- Potential changes in configuration to allow for more seamless application flow

Operational Best Practices
- Communication/Change management planning
- Introduction and education on new features to ensure Purchaser is utilizing the Enterprise Supervision application most effectively

Purchaser Specific Knowledge
- Understanding of Purchaser environments and configuration
- Understanding and recommendations for Purchaser specific configuration
- 3rd party products/integration points
- Understanding of Purchaser requested product functionality changes

Issue Management and Resolution
- Customized reports provide the current status of critical issues and an update on recent activity.
- Bi-weekly issue review and prioritization feedback.
- Deliver Monthly Support report to customer leadership.

PROGRAM DETAILS

CSAM Services shall be conducted from Tyler's office in Plano, Texas. As mutually agreed to and coordinated between both parties during the current term, a Client Success Account Manager shall make one visit per quarter to the Purchaser's location. One trip shall have the meaning of a minimum of two (2) and maximum of four (4) consecutive Business Days within a calendar week, for which Tyler is responsible for all travel and travel-related expenses. Purchaser shall be responsible for any additional travel expenses if Tyler staff are requested to be present at the Purchaser's location over and above the aforementioned trips. No services for which additional compensation will be charged by Tyler shall be furnished without the written authorization of Client.

MILESTONES

- Development of Strategic Account Plan
- Agreed upon schedule for meetings / cadence
- Development and quarterly review of strategic account plan
- Monthly review against account plan and progress
- Support / attendance for training sessions / refreshers with SMEs

3

P:\PU_WORK_CBEs\2024\CB07379\Awarded Contract(s)

Excerpt from original contract:

Section II D: County's Fiscal Limitations

- Point 1. The content of this section shall apply to the entire contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in sections 2 and 3 below.

- Point 3. COUNTY'S total liability for all charges for services which may become due under this contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

Section V: Responsibility of Provider

- B. PROVIDER shall appoint a manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the manager.

- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.

- G. ...PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.

- L. PROVIDER must (i) use commercially reasonable efforts to make the system available, except for (x) scheduled outages, or (y) unavailability caused by force majeure, and (ii) provide customer support for the Services at no additional charge. The customer support terms are in Exhibit A of this Contract, which are incorporated into this Contract for all purposes.

Exhibit A CASE MANAGEMENT SYSTEM FOR DJJS SCOPE OF WORK

- Software Support
    - 3.1 COUNTY Responsibility
        - COUNTY IS required to setup first level support contacts. The first level contacts will be the initial contact for any PROVIDER support questions from COUNTY staff. Only first level contacts or COUNTY designated staff are authorized to contact PROVIDER, and only after making reasonable attempts to resolve the issue(s).
    - 3.2 PROVIDER Support Service Level
        a. Unlimited Phone and Email Support
            - Days & Hours: Monday - Friday, 9am - 5 pm (PST) (excluding national holidays)

- 5.6 Subscription Revenue Sharing:
    - For the life of the Contract PROVIDER will credit back 33% of the subscription costs to be used for custom development. COUNTY can use this 33% for Interfaces, Queries, Reports, New Features, etc.

- 5.7 Hourly Rate:

- During the Initial Term the hourly rate including expenses for ad-hoc programming services will be discounted from $140/hr to $125/hr.

Appendix D: Tyler Response

<u>Tyler Technologies' Responses to Clark County Audit Department's Findings</u>

July 10, 2026

Intro:

Tyler licensed its Enterprise Supervision Case Management and Electronic Monitoring software to Clark County pursuant to a contract dated February 29, 2016 ("Supervision Contract"). The County performed an audit of the Supervision Contract and provided Tyler with its initial draft audit report on June 15, 2026. The County and Tyler reviewed the ten findings contained in the draft audit report on July 7, 2026 via a virtual conference.

Tyler disagrees with a number of the findings contained in the County's audit report and provides its responses to those findings below.

1. **Finding 1**
   a. **Conflict of interest with former Clark County Department Director hired by Tyler**
      i. The Former Director of Juvenile Justice Services separated employment with Clark County on 8/31/2023.
      ii. He began employment with Tyler Technology on 9/11/2023.
      iii. In his County position he had significant input on awarding a request for funding increase that totaled $8,887,122 for the extension period.
      iv. The Nevada Ethics in Government Law restricts this type of employment for 12 months of leaving service.
      v. Although select employees, including directors, are required to attend ethics training every two years that addresses this requirement, there is no such notification to vendors.
   b. **Tyler Response**
      i. Jack Martin, the Former Director of Clark County Juvenile Justice Services, was hired by Tyler on September 11, 2023, seven years after the Supervision Contract was signed by Tyler and the County. Tyler did not recruit Mr. Martin; rather, Mr. Martin reached out to Tyler seeking employment after he was terminated by the County. Tyler was told by Mr. Martin that he was free to seek employment. Tyler had no knowledge of any employment restrictions at the time it hired Mr. Martin.
      ii. The $8,887,122 funding increase referenced in County's finding #1 was an internal exercise that did not involve any input or involvement from Tyler. Tyler first saw a copy of the County's internal document regarding the

funding increase during our audit review call on July 7, 2026. There is no contract amendment in place that pertains to the funding increase.

iii. Mr. Martin is employed as a Client Executive, working closely with Tyler's Sales and Marketing teams. He has no access to Clark County's data or the case management system utilized by Clark County.

2. Finding 2

a. The Contract's Development Credit Reduces Transparency

i. The contract for the CCJJS case management system provides for a 33% development credit based on subscription charges. This credit is intended to be used to offset development charges.

ii. We found CCJJS and Tyler Technologies are applying developmental and service charges against the development credit without obtaining purchase orders or issuing invoices as required by County policy (Fiscal Directive 6).

iii. Expenditures against the development credit are being approved solely by CCJJS officers via e-mail. Purchasing and Finance do not have a record of the expenditures against the development credit and are not involved in reviewing, documenting, or approving such expenditures.

iv. Further, Information Technology is not included to assess the reasonableness of the charges.

b. Tyler Response

i. The language in the Supervision Contract pertaining to the County's credit against subscription costs is copied below:

1. For the life of the contract PROVIDER will credit back 33% of the subscription costs to be used for custom development. County can use this 33% for Interfaces, Queries, Reports, New Features, etc.

ii. The current process to utilize the development credits is as follows:

1. The County initiates a request for development
2. Tyler provides a Level of Effort (LOE) for the development request
3. The LOE is approved by Clark County JJIS management
4. Development work is completed and delivered
5. The reduction of the Development Credit balance is updated to reflect once the work has been completed.

iii. While the process used to track the credits and expenditures complies with the terms of the Supervision Contract, Tyler agrees with the County that the credit arrangement should be removed from the Supervision Contract via a written contract amendment.

3. **Finding 3**
   a. **The Customer Success Account Manager Contract Duplicates Original Contract Services**
      i. In the fall of 2024, Tyler began charging for a Client Success Manager.
      ii. The cost is $99,000 for the first year and $110,000 per year thereafter.
      iii. Under the terms of the original contract, the vendor is required to provide a manager to manage the provision of services. Support for technical issues is to be provided at no additional cost. The County is required to establish contacts authorized to contact the vendor, and the vendor is required to provide unlimited phone and email support. These services, along with the manager are at no additional cost.
      iv. Services provided by this Manager are similar to services of the Account Manager required by the original contract.
      v. Prior to this program, the County received bi-weekly updates, quarterly visits, and support for system help desk requests.
      vi. The same support is received under this new program, with the addition of a quarterly presentation.
      vii. Basically, we believe Clark County is effectively paying Tyler Technologies the equivalent of a full-time employee to promote, manage, and upsell its services under this contract.
      viii. Tyler also charges this fee for other software contracts with the County.
   b. **Tyler Response**
      i. Tyler's Customer Success Account Manager (CSAM) Services are elevated support services, separate and distinct from Tyler's standard support services. Many Tyler clients elect to purchase CSAM services to assist with their operational needs. In this case, the County elected to do so and executed a CSAM contract with Tyler on November 12, 2024. That contract was signed by Jessica Colvin on behalf of Clark County DJJS, Nevada and routed through Clark County Senior Purchasing Analyst Sylvia Gonzales.
      ii. Standard Support
         1. Standard support is included with the subscription fees and follows the support model outlined in the Supervision Contract. This includes County-designated first-level support contacts, unlimited phone and email support during business hours, and 24x7 Priority 1 emergency support.
         2. Tyler uses commercially reasonable efforts to make the system available, except for scheduled outages or force majeure.

3. County must establish first-level support contacts who are the initial point of contact for any Provider support questions from County staff. Only those first-level contacts or County-designated staff may contact Provider, and only after reasonable attempts to resolve the issue.
4. Issues are submitted through Tyler's support process, routed through a shared queue, and distributed to the appropriate support resources.
5. Standard support is reactive in nature. It does not include scheduled business reviews, ongoing process consultation, recurring operational meetings, department-level site visits, roadmap management, or proactive recommendations to improve system adoption and use.

iii. Client Success Account Manager Services

1. A Client Success Account Manager provides a single, consistent point of contact who develops familiarity with the client's business processes, operating environment, priorities, and infrastructure.
2. The CSAM program provides services that are not included in standard support, including scheduled proactive meetings, periodic account reviews, and project management against a Continuous Improvement Client Roadmap.
3. The CSAM documents operational needs, advises on best practices, and provides recommendations tailored to the client's organization.
4. The CSAM helps identify systemic drivers of dissatisfaction and channels recommended solutions back to the appropriate Tyler teams on the client's behalf.
5. The CSAM serves as an escalation point and proactively recommends post-go-live training, adoption, and optimization plans.
6. The CSAM works with executive stakeholders to align on roadmap priorities, anticipate upcoming needs, and address risks before they become support tickets or contract requests.
7. For Clark County DJJS, the funded CSAM model includes quarterly in-person site visits focused on individual JJIS departments, along with leadership-level meetings to ensure alignment on priorities, progress, and next steps.

iv. While the County alleges that Tyler previously provided CSAM services to Clark County as part of its standard support services, that is simply not true. When software issues persist with any Tyler client, Tyler implements its hyper-care program to triage and resolve the software issues. The hyper-care program remains in place until the client is stabilized. Several years ago, the County was experiencing problems with its reports and forms within its Field Probation group. Tyler successfully implemented its hyper-care program, resolved the issues, and resumed standard support services.

4. **Finding 4**
   a. **User Reviews Are Not Documented and Active User Reports to Support Billing Are Not Created and Retained**
      i. CCJJS could not provide documentation to support regular reviews of active users for access or billing purposes.
      ii. Out of 1,472 user accounts, we found:
      iii. 6 generic (.4%)
      iv. 55 no longer employed (3.7%)
      v. 216 we could not validate (not CC or Eagle Quest employee) (14.7%)
   b. **Tyler Response**
      i. Any active users that are not system administrators are controlled by CCJJS. Accordingly, the creation or continued use of generic accounts, as well as the deactivation of accounts for terminated DJJS employees, is the County's responsibility rather than Tyler's. This is consistent with how all Enterprise Supervision Clients manage their users.
      ii. Beginning in February 2026, Tyler began providing a monthly active-user report to Juvenile Manager, Horacio Valdez, which includes both the number of users being billed and the corresponding list of billed users. Tyler has the ability run historic active-user reports if needed by the County.

5. **Finding 5**
   a. **Clark County Overpaid $17,685 Due to Invoicing Errors**
      i. Due to invoicing errors, the County overpaid $17,685 in subscription fees for the Tyler Supervision DJJS and Tyler Supervision – The Harbor applications.
      ii. The total overpayment was $17,685. CCJJS should verify invoicing is acc
      iii. Submitted a credit memo for the overcharge.
   b. **Tyler Response**
      i. Tyler acknowledges that, due to an accounting error, the client was invoiced twice in November 2024.

   ii. The client paid both the original invoice and the duplicate invoice.
   iii. Once the duplicate payment was identified, Tyler promptly issued a credit to the County.

6. **Finding 6**
   a. **Tyler Technologies is Billing CCJJS and Eagle Quest for the Same Users**
      i. The contract with Eagle Quest requires them to pay subscription costs for their users of the CCJJS case management system.
      ii. During our invoice testing we found Tyler Supervision is generally billing CCJJS and Eagle Quest separately for their users of the Tyler Supervision – The Harbor application. We believe this approach to be accurate.
      iii. However, beginning in February of 2026, Tyler added the Eagle Quest users to the billing for CCJJS. Eagle Quest was also invoiced for their users for February and March of 2026. This resulted in an overcharge to CCJJS of $3,487.50 for the Eagle Quest users.
      iv. CCJJS did not identify the error because they do not verify the number of users to the invoice.
      v. We also noted that Eagle Quest does not receive the 10% Nevada Agency Discount.
   b. **Tyler Response**
      i. Tyler invoices Clark County monthly based on the number of active CMS users. Each month, Tyler generates an active-user report and separates the users into three billing groups: Clark, Harbour, and Eagle Quest.
      ii. The monthly active-user report is provided to Juvenile Manager, Horacio Valdez, and includes both the number of users being billed and the corresponding list of billed users for Clark County and The Harbor. A separate report is provided to Eagle Quest with a list of their active users for which Eagle Quest pays Tyler.
      iii. Tyler reviewed the identified time period beginning in February 2026 and confirmed it did not bill the County for any Eagle Quest users.
      iv. If the client can provide documentation confirming Tyler invoiced the County for Eagle Quest users, and the County in turn paid Tyler for such users, Tyler will gladly credit the County's account.

7. **Finding 7**
   a. **Tyler Staff Accesses CCJJS Client Data without Undergoing Sufficient Background Checks**
      i. CCJJS performs background checks of their employees due to NRS requirements. However, they do not document background checks of Tyler

Technology employees with access to system data and we were unable to verify that those employees passed similar background checks.

ii. NRS 62G.223 specifies the background check requirements for employees with the department of juvenile justice, including that they be conducted at least every 5 years after the initial review.

iii. As will be discussed in a later finding, Tyler personnel are accessing a significant number of CCJJS client records. The data stored within the application includes items such as name, age, sex, race, charges, services provided and pictures of the individual. This information could be misused against those individuals or their families.

iv. The contract requires Tyler to conduct background checks on staff, but it does not reflect the same strict requirements as the NRS.

v. We requested proof that staff with access to CCJJS data successfully completed a background check and were not provided with the information.

b. Tyler Response

i. All Tyler employees with access to CJIS data are fingerprinted and undergo a background check that complies with CJIS requirements.

ii. In addition, employees must complete annual CJIS training to maintain their level of access.

iii. In the event the County would like to conduct additional background checks on Tyler employees that have access to County data, at the County's expense, Tyler will negotiate a mutually agreeable written amendment to the Supervision Contract specifying the County's ability to perform additional background checks at the County's.

8. Finding 8

a. CCJJS has a review process in place where an employee accesses sensitive data to ensure it is appropriate for their business purposes. However, this review does not extend to vendor staff.

i. Due to the sensitive nature of the information, there are various security requirements CCJJS must follow. This includes NRS and the U.S. Department of Justice Criminal Justice Information Security Services (CJIS) security policy and will eventually include the HIPAA Security Policy. These policies require access reviews and minimum necessary or least privilege access to data.

ii. We obtained a report detailing Tyler staff access to data. During 2025, Tyler staff accessed 26,121 records. We were provided with examples of reasons for this significant amount of access, but there was no way to verify that it was all for a legitimate work-related purpose.

iii. The contract requires Tyler Technology to establish safeguards; however, it does not specifically require the county to look at access logs to identify unauthorized access.
iv. While Tyler Technologies handles the responsibility of infrastructure security and operational management, it is ultimately Clark County's responsibility for the governance and uses of the data since they are the data owners.
v. Not reviewing Tyler Technologies' access to sensitive data, allows for inappropriate or unusual activity to go undetected.

b. Tyler Response

i. Enterprise Supervision is a multi-tenant Software-as-a-Service (SaaS) solution that is vendor-managed and hosted in a cloud environment.
ii. In a multi-tenant SaaS model, it is standard practice for a limited number of vendor personnel to have access to tenant data when required to perform defined job functions. This may include customer support staff; implementation resources providing onboarding and go-live support; engineering personnel performing development, troubleshooting, and defect remediation; and electronic monitoring staff support that frequently assist County staff with probationers.
iii. All authorized users referenced in the previously provided documentation are provisioned at the Level 0 (root) tenant, rather than being created separately within each individual tenant with specific rights. This structure enables controlled access to specific tenants within the hierarchy when access is required for a documented request or assigned task.
iv. Tyler employees who require this level of access must first satisfy prerequisite authorization requirements, including completion of background screening, fingerprinting, and CJIS security awareness training (renewed annually). Once these requirements are met, access is granted through assignment of the appropriate multi-tenant role(s). Role assignments and authorizations are recorded and are subject to periodic review.
v. Tyler also maintains monitoring and audit controls for tenant-system access. Employee activity is logged and auditable, including authentication events (login/logout) and, where applicable, record access and data modification events (activity types).
vi. Pursuant to the County's request, Tyler's Security team generated a system audit report covering 2024 and 2025 that identified all Tyler users who have accessed the County's database. The report included login details (user, date, and time) as well as associated record, access activity and the documented

reason for access where available. Tyler also broke out all unique logins, with the employee ID and role, on a separate tab.

9. **Finding 9**
    a. **CCJJS Does Not Perform Periodic Tests of System Backup or Complete Restoration of the Application and Data**
        i. The contract requires redundant datacenters for servers and regular backups to be stored in an alternate location and allows the County to request failover testing. However, CCJJS was not aware of this, and has not requested it. Therefore, a failover of the backup and complete restoration of the system was not completed.
        ii. Not completing a failover and doing a complete restore of the system could result in longer than expected recovery time when a disaster occurs. A non-function backup or configuration that take significant time to bring back up would significantly hinder their operations, as this is one of their critical systems.
    b. **Tyler Response**
        i. Tyler tests its backup and recovery processes monthly by restoring and verifying a complete backup of the County's current production environment into a staging environment. The backup typically takes approximately two hours to complete. Upon the County's written request, Tyler will provide written confirmation of its backup and recovery testing.
        ii. The Enterprise Supervision platform is built with extensive redundancy. In addition to the physical redundancy (network, power) that the AWS GovCloud data centers provide, Enterprise Supervision has redundant configurations for each component of its infrastructure. All customer data is stored on redundant database servers with automatic failover capabilities and automated snapshots. Web services are provided by a cluster of auto-healing server instances across multiple AWS data centers.

10. **Finding 10**
    a. **Certificate of Insurance Does Not Meet the Contract Requirements**
        i. We obtained a current Certificate of Insurance from Tyler Technologies for the period of April 1, 2025, through April 1, 2026. We reviewed the insurance coverage for compliance with the contract requirements and found the following:
        ii. The Purchasing and Contracts Division did not obtain and maintain a current Certificate of Insurance on file as of December 14, 2025.

iii. Insurance coverage did not include the following that are required by the contract:
   1. A primary and non-contributory clause and waiver of subrogation for Commercial General Liability;
   2. Additional insured for Commercial General Liability and Automotive Liability; and
   3. Clark County, Nevada as a certificate holder.

b. Tyler Response

i. Tyler provided the County with a current COI that conforms to the Supervision Contract requirements.

Tyler appreciates the opportunity to respond to the County's audit. Should the County have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,

Sherry Clark

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