



ALLEGATIONS 8 and 9 REDACTED
FROM PUBLIC RECORDS DUE TO
HIPAA LAWS

STATE OF NEVADA

BEFORE THE NEVADA COMMISSION ON ETHICS

In the Matter of the Request for Opinion
Concerning the Conduct of STEVE EVENSON,
Chairman, Pershing General Hospital
Board of Trustees, Pershing County
State of Nevada,

Request for Opinion No.: 10-05C

Subject. /

INVESTIGATOR'S REPORT (Tab A):

Introduction

1. Request for Opinion No. 10-05C (Ethics Complaint). (Tab B):

On February 1, 2010, Requestor Matthew Rees, through his attorney, Nicole Harvey, Esq., filed an Ethics Complaint against public officer Steve Evenson, Esq., chair of the Pershing General Hospital Board of Trustees (Hospital Board). The complaint alleges that Evenson violated various provisions of the Ethics in Government Law set forth in NRS 281A, including: 1) NRS 281A.400(2) when he used his position in government to secure unwarranted privileges, preferences, exemptions or advantages for himself by continuously attempting to terminate Rees' employment; 2) NRS 281A.400(7) when he used government time, property, equipment or other facility for his personal benefit to gather information to pursue Rees' employment termination; 3) NRS 281A.400(9) when he attempted to benefit his personal interest through the influence of a subordinate by asking hospital employees to perform work above their usual duties; and 4) NRS 281A.400(10) when he used his official position to seek other employment by appointing himself as the Board's legal counsel.

1 During my investigation, I discovered additional issues and facts suggesting that
2 Evenson violated NRS281A.420(1) and (3) when he failed to disclose his pecuniary interest or
3 commitment in a private capacity to the interests of others before voting on a matter involving a
4 discount policy for outstanding patient balances on August 4, 2009.

5
6 **2. Jurisdiction:**

7
8 As the chair of the Hospital Board, no dispute exists that Evenson is a public officer as
9 defined in NRS 281A.160. Therefore, the Nevada Commission on Ethics has jurisdiction to
10 investigate and take appropriate action in this matter pursuant NRS 281A.280 and NRS
11 281A.440.

12
13 **3. Issues:**

14
15 The issues are whether Evenson violated:

- 16
17 • NRS 281A.400(2) by using his position in government to secure unwarranted privileges,
18 preferences, exemptions or advantages when pursuing his personal interest to terminate
19 Rees' employment.
- 20 • NRS 281A.400(7) by using government time, property, equipment or other facility for
21 his personal benefit when he used hospital employees to gather information to pursue
22 Rees' employment termination.
- 23 • NRS 281A.400(9) by benefitting his personal interest through the influence of a
24 subordinate when he asked hospital employees to perform work above their usual duties.
- 25 • NRS 281A.400(10) by using his position in government to seek other employment to act
26 as the Hospital Board's legal counsel.
- 27 • NRS 281A.420(1) by failing to disclose sufficient information related to his pecuniary
28

1 interest or his commitment in a private capacity to the interests of others before the vote
2 regarding the discount policy on outstanding patient balances during the August 4, 2009
3 Board meeting.

- 4 • NRS 281A.420(3) by failing to abstain from the vote regarding the discount policy on
5 outstanding patient balances during the August 4, 2009 Board meeting.

6
7 **4. Notice of Additional Issues and Facts. (Tab C):**

8
9 During the course of the investigation, I discovered additional issues and facts relating to
10 the alleged violations of NRS 281A.420(1) and NRS 281A.420(3). A Notice of Additional
11 Issues and Facts was mailed to Evenson on March 17, 2010. (Tab C).

12
13 **5. Response to Ethics Complaint. (Tab D):**

14
15 On February 28, 2010, Evenson filed a request for removal of the Commission's
16 Executive Director, Caren Jenkins, Esq., from any further consideration, involvement, or
17 investigation associated with this complaint due to an alleged conflict of interest. (Exhibit 1).
18 On March 3, 2010, the Commission's legal counsel, Yvonne Nevarez-Goodson, responded to
19 Evenson's request denying the existence of a conflict of interest but otherwise stating that the
20 Executive Director voluntarily agreed to remove herself from any further proceeding associated
21 with the above noted matter to avoid any appearance of impropriety. (Exhibit 1).

22
23 Based on the statutory timeframe set forth in NRS 281A.440, the Commission Counsel
24 notified Evenson that he could file a response to the complaint no later than March 29, 2010.
25 Evenson did not waive the statutory deadlines for the Commission to hold a panel or hearing.
26 Therefore, March 29, 2010 posed the latest date reasonable for Evenson to file a response based
27 on the statutory requirements and the time necessary to provide the panel members with the
28 materials for it to make its determination regarding just and sufficient cause.

1 On March 17, 2010, Evenson notified the Commission Counsel that he would not
2 respond to any allegations as he believed neither the Commission's investigator nor the
3 Commission Counsel had the authority to proceed with investigation in the absence of the
4 Executive Director. Evenson further stated that he would not participate in the investigation.
5 (Exhibit 1). Despite Evenson's assertions and failure to respond or participate, I proceeded with
6 my investigation and this report on the advice of the Commission Counsel.

7
8 While Evenson noted in his March 17, 2010 letter to the Commission Counsel that he
9 would not participate in the investigation, he later decided to file a response to the Complaint on
10 March 29, 2010. (Exhibit 1). This response was filed after the conclusion of my investigation.
11 Evenson denied all allegations and again questioned the Commission's statutory and regulatory
12 authority in the matter at hand. (Response, Tab D). In response, Commission Counsel sent a
13 letter to Evenson on March 30, 2010 outlining the specific authority for the Commission and
14 Chairman of the Commission to delegate the investigation and duties of the Executive Director
15 to the staff of the Commission. (Exhibit 1).

16
17 Evenson's response denies generally each of the allegations presented in the Complaint
18 and the Commission's Notice of Additional Issues and Facts. Specifically, Evenson asserts that
19 the complaint was filed by Rees, the CEO of the Hospital, to prevent the Hospital Board and
20 Evenson from engaging in disciplinary action against Rees for his duties as the CEO. Further,
21 Evenson states that he has no commitment in a private capacity to the interests of Dr. Stanley
22 McCart such that it would not be possible for him to secure or grant unwarranted privileges,
23 preferences, exemptions or advantages to Dr. McCart. Evenson provides information that Dr.
24 McCart was only his former family physician. Dr. McCart was not a member of Evenson's
25 family or household and did not employ Evenson or a member of Evenson's family. Likewise,
26 Evenson states that he did not share any business relationship with Dr. McCart.

27
28 The Commission is not aware of any evidence that contradicts these assertions as they

1 relate to Dr. McCart. However, Evenson does not address the issue regarding the use of his
2 official position to provide privileges, preferences, exemptions or advantages to himself which
3 is also covered under the provisions of NRS 281A.400(2).
4

5 The response filed by Evenson further asserts that he does not have a “personal interest”
6 in disciplining Mr. Rees based on the definition of “personal interest” as he understands those
7 words to have. In addressing any benefit to himself by having Rees fired, Evenson cites to
8 several instances in which he believes he worked with Rees positively to develop plans for the
9 Hospital and readily assists Rees when he needs it in any way. Finally, Evenson addresses the
10 issue regarding the changes to Rees’ employment contract. Evenson denies that he made any
11 changes to the contract and served only as a liaison between the Board and the law firm hired to
12 make the changes to the contract.
13

14 The final remarks in Evenson’s response state a blanket denial of the allegations of NRS
15 281A.400(9). Evenson refuses to respond to allegations of violations of NRS 281A.400(10) and
16 NRS 281A420 (1) and (3) based on his assertion that the Commission did not have statutory
17 authority to investigate or allege those violations. The refusal to answer allegations related to
18 disclosure and abstention rely upon Evenson’s belief that answering would require him to
19 disclose federally protected medical records which he believes would subject him to further
20 complaints.
21

22 **Investigation Resources:**

23
24 I interviewed the following individuals and reviewed their responses:
25

26 **1. Witness interviews and responses. (Tab E):**

- 27
- 28 • Steve Evenson, Esq., subject of complaint - declined participation via his letter on
March 17, 2010. (Exhibit 1).

- 1 • Matt Rees, requestor of complaint and CEO of Pershing General Hospital, on March 23,
2 2010. (Recording of interview available but not included).
- 3 • Todd Plimpton, Esq., legal counsel to the hospital and the Hospital Board, on March 23,
4 2010. (Recording of interview available but not included).
- 5 • Roger Mancebo, former Hospital Board Chairman, on March 23, 2010. (Recording of
6 interview available but not included).
- 7 • Jack Riehm, Hospital Board member, on March 23, 2010. (Recording of interview
8 available but not included).
- 9 • Patti Speer, hospital financial services manager, on March 23, 2010. (Recording of
10 interview available but not included).
- 11 • Cindy Hixenbaugh, hospital human resources director, on March 23, 2010. (Recording
12 of interview available but not included).
- 13 • Rusty Kemp, hospital quality assurance assistant, on March 23, 2010. (Recording of
14 interview available but not included).
- 15 • Marjorie Skinner, hospital director of finance, on March 23, 2010. (Recording of
16 interview available but not included).
- 17 • Charles Stafford, local teacher and a candidate for the Hospital Board, on March 23,
18 2010. (Recording of interview available but not included).
- 19 • Mohammad Bari, former hospital pharmacist. (Moved out of state, attempted to contact
20 via telephone number provided by the hospital – no success in contacting him).

21
22 **2. Documents. (Tab F):**

23
24 I obtained and reviewed the following documents and materials relevant to the investigation:

- 25
26 • Evenson's correspondence with Commission on February 28, 2010, March 3, 2010,
27 March 17, 2010, and March 30, 2010. (Exhibit 1).
- 28 • Minutes from Hospital Board meeting on February 11, 2010. (Exhibit 2).

- 1 • Transcript, agenda, and minutes from Hospital Board meeting on December 30, 2009.
2 (Exhibit 3).
- 3 • Agenda and minutes from Hospital Board meeting on October 28, 2009. (Exhibit 4).
- 4 • Agenda and minutes from Hospital Board meeting on August 4, 2009. (Exhibit 5).
- 5 • Bylaws of the Pershing General Hospital Board. (Exhibit 6).
- 6 • Matt Rees' employment contract. (Exhibit 7).
- 7 • Notice to Matt Rees regarding an open session to review his performance, dated
8 December 8, 2009. (Exhibit 8).
- 9 • Memorandum from Roger Mancebo, former Hospital Board Chair, dated January 22,
10 2010. (Exhibit 9).
- 11 • Nevada Attorney General Open Meeting Law Opinion 10-014 regarding Hospital Board
12 violation for discussion of Matt Rees' performance, dated February 25, 2010. (Exhibit
13 10).
- 14 • Print out of Evenson's website. (Exhibit 11).
- 15 • State Bar of Nevada record, Steve Evenson. (Exhibit 12).
- 16 • Audio recordings of Hospital Board meetings on August 4, 2009, October 28, 2009,
17 December 30, 2009, and February 11, 2010. (Exhibit 13).

18
19 **3. Relevant Statutes and Commission's Opinions. (Tab F):**

- 20
- 21 • NRS 281A.400(2), (7), (9) and (10).
- 22 • NRS 281A.420(1), (3) and (8).
- 23 • NCOE Opinion In re Bowles No. 96-49
- 24

25 **Investigative findings:**

26
27 Evenson was appointed to the Hospital Board by the Pershing County Commission to
28 fill an unexpired term in early 2006. Subsequently, he was elected as the Hospital Board Chair.

1 Several years prior to his appointment to the Hospital Board, Evenson served as the Board's
2 legal counsel. He resigned from that position in 2003. In addition to his public position on the
3 Hospital Board, Evenson practices law in Lovelock through his private law firm. (Exhibit 11),
4 (Exhibit 12). Multiple allegations of violations of the Nevada Ethics in Government Law are
5 incorporated in the Complaint filed by the Pershing General Hospital CEO, Matt Rees, via his
6 legal counsel, Nicole Harvey Esq. The majority of the allegations relate to Evenson's personal
7 interest in terminating Rees' employment as the Hospital CEO through the use of his official
8 position on the Board.

9
10 The investigation has revealed the following:

11
12 **Interview with Jack Riehm, Hospital Board Member on March 23, 2010.**

13
14 I interviewed Hospital Board member Jack Riehm on March 23, 2010. Upon questioning
15 regarding Evenson's alleged interest in Rees' employment termination, Riehm stated that
16 although Evenson never told him directly, it was obvious to him from Evenson's behavior and
17 actions during the Hospital Board meetings that Evenson was trying to terminate Rees'
18 employment. Riehm added that Evenson's actions may be the result of some association
19 Evenson had with former hospital physician Dr. Stanley McCart, who was terminated by Rees.
20 This statement was based only on Riehm's independent opinion. Furthermore, I asked Riehm
21 about his recollection of the February 11, 2010 Hospital Board meeting governing Rees'
22 employment. Rees stated that he made a motion to reprimand Rees, but Evenson told Riehm
23 that he could not make such a motion without giving any rational explanation. Instead, Evenson
24 made a motion to terminate Rees' employment. The motion did not carry and Riehm succeeded
25 in making his motion to reprimand Rees. Subsequently, Rees received a reprimand for his
26 performance as CEO.

27
28 I have reviewed the audio recording of the February 11, 2010 Hospital Board meeting

1 and its substance concurs with Riehm's recollection. Aside from the apparent continuing
2 disagreements between Rees and Evenson, Rees' attorney, Harvey, disclosed the fact that Rees
3 filed an Ethics Complaint against Evenson during the February 11, 2010 Hospital Board
4 meeting.

5
6 **Interview with Patti Speer, Hospital Financial Services Manager on March 23, 2010**

7
8 On March 23, 2010, I spoke to Patti Speer, Hospital Financial Services Manager. Speer
9 stated that although she could not recall the exact date, she recalled an occurrence several years
10 ago when Evenson told her that he was going to "get rid of Rees." In addition to this statement,
11 Speer believes that Evenson's behavior and actions during the Board meetings support her belief
12 that he is attempting to terminate Rees' employment. Speer added that she does not know what
13 motivation Evenson would have to terminate Rees' employment and she believes that Evenson's
14 desire to terminate Rees is of a personal rather than professional nature.

15
16 **Interview with Roger Mancebo, former Hospital Board Chair on March 23, 2010**

17
18 On March 23, 2010, I spoke to former Hospital Board Chair, Roger Mancebo. Mancebo
19 stated that he is no longer on the Hospital Board. Currently, he serves as a Pershing County
20 Commissioner. Mancebo stated that although Evenson did not tell him directly, it appeared to
21 him that Evenson's main objective as a member of the Hospital Board was to terminate Rees'
22 employment. Allegedly, he asked Evenson if that was the case and Evenson replied it was not. I
23 questioned Mancebo regarding a letter dated January 22, 2010, which discussed unauthorized
24 changes in Rees' employment contract allegedly made by Evenson. (Exhibit 9). Mancebo
25 explained that the document was a memorandum explaining how the contract got to Littler
26 Mendelson rather than a letter addressed to any specific entity. Mancebo further added that the
27 memorandum was initiated and drafted by Rees. Allegedly, Rees' wrote two memorandums
28 prior to the one attached hereto as Exhibit 9, but Mancebo disagreed with context of those

1 memorandums. After Rees' made changes that Mancebo was willing to agree with, Mancebo
2 signed it.

3
4 According to Mancebo, the Board decided to seek outside counsel to review Rees'
5 contract since the Board's legal counsel, Todd Plimpton, Esq., was deployed to Afghanistan.
6 Allegedly, Evenson offered help and stated that he knew of a law firm specializing in
7 employment law. Subsequently, Evenson conferred with Littler Mendelson Law Firm in Reno,
8 Nevada, which proposed changes to the contract. However, Mancebo added that Littler
9 Mendelson never contacted the Board and it appears that all related correspondence was sent
10 directly to Evenson. Furthermore, an allegation exists that Evenson made changes to the
11 contract without the Board's knowledge. The memorandum written by Mancebo notes that the
12 Hospital Board was not aware of the changes made. (Exhibit 9). The unauthorized changes
13 allegedly made by Evenson and referred to herein are related to the payment of Rees' bonus.
14 The new contract changed the way the Rees' bonus was calculated. Originally, the bonus was
15 calculated as a percentage of hospital revenue based on a calendar year. The new contract called
16 for calculation of the bonus as a percentage of hospital revenues based on a fiscal year and
17 dependent upon Rees' positive annual review for any fiscal year. (Complaint, Tab B, p.8).

18
19 Additionally, I questioned Mancebo regarding what would have happened with Rees'
20 contract if Board Counsel Plimpton had been present. Mancebo stated that the Board would not
21 have had to seek the advice of an outside law firm since Plimpton always made such changes
22 himself. I note that there is an apparent contradiction between his statement and information
23 offered by Plimpton. Plimpton stated during our interview that he, too, would have had to seek
24 outside legal advice as well since he did not specialize in employment law. (See Plimpton p.16).

25
26 **Interview with Charles Stafford on March 23, 2010.**

27
28 I spoke to Charles Stafford on March 23, 2010. Stafford was not included in the initial

1 list of witnesses. However, he was recommended as a witness by Rees upon our initial meeting
2 on March 23, 2010. Rather conveniently, Stafford appeared as witness alleging to have
3 important information. Stafford works as a math teacher in a nearby correctional facility and
4 has resided in Lovelock for approximately 45 years. Stafford stated that he was not presently
5 affiliated with the Hospital but that he was running for a seat on the Hospital Board in the
6 upcoming election. Stafford noted that his appearance had nothing to do with his intention to
7 run for the Board, but that he wanted to say a few things regarding the matter at hand. I asked
8 Stafford if he had first-hand knowledge or experience regarding Evenson's alleged desire to
9 terminate Rees' employment. Stafford stated that Evenson told him that he (Stafford) should run
10 for the Board because he was "not going to stop [going after Rees]". It was unclear if this
11 statement was meant to be a cynical remark or a sincere suggestion. Stafford further stated that
12 he did not have a close relationship with Evenson. Aside from his personal opinion and
13 Evenson's alleged statement related to the termination of Rees' employment, Stafford did not
14 offer any additional information.

15
16 **Interview with Marjorie Skinner, Hospital Financial Director on March 23, 2010**

17
18 On March 23, 2010, I spoke to Marjorie Skinner, the hospital financial director. I
19 questioned Skinner regarding the alleged meeting with Rees, Mancebo, and Evenson sometime
20 in August of 2008. Skinner stated that she recalls the meeting; it was held due to an issue related
21 to the nursing home and an issue with the pharmacy. In addition to the issue noted above,
22 another matter was discussed. Allegedly, a pharmacy employee named Mohammed Bari
23 misrepresented mileage reimbursement in the amount of nearly \$3,500. When Skinner
24 attempted to resolve the issue regarding mileage reimbursement, Evenson stated the he was not
25 concerned about the money and he was more concerned with the nursing home and pharmacy
26 issues.

27
28 The complaint alleged that Evenson offered some kind of protection to Bari in exchange

1 for Bari providing Evenson with information on Rees. (Complaint, Tab B, p.3). I asked Skinner
2 if she had any knowledge of Evenson offering some protection to Bari. To her recollection, she
3 overheard that Bari was asked to inform Evenson of any retaliation against him, not specifically
4 retaliation based on the mileage reimbursement issue. Skinner had no first-hand knowledge of
5 any alleged protection in exchange for information, and in her opinion, this was not the case.
6 Skinner stated that the hospital never followed up on the reimbursement issue and no actions
7 were taken against Bari since Evenson was not concerned about it.

8
9 In addition, Skinner stated that it appeared to her that Evenson was attempting to
10 terminate Rees' employment which was obvious from his behavior during hospital meetings.
11 However, Evenson never told her directly that his intention was to terminate Rees' employment.
12 Skinner added that Evenson was very argumentative during meetings and also insulted her
13 through an e-mail sent to Rees'. (Complaint Tab B, p.41). Skinner also recalled that Evenson
14 allegedly stated during a public meeting several years ago that "you don't get rid of your
15 physicians, you get rid of your CEO" as a reaction to the termination of his alleged acquaintance
16 Dr. Stanley McCart. (Complaint, Tab B, p.5).

17
18 Finally, I questioned Skinner on the item voted upon during the August 4, 2009 Hospital
19 Board meeting regarding patient discounts. (Exhibit 5). Skinner explained that the Hospital
20 attempted to generate some cash flow by offering discount on patient accounts with outstanding
21 balances. The discount policy applied to patients who agreed to pay their accounts in full; in
22 which case they would receive up to a 25% discount on their outstanding balances. I also
23 questioned Skinner regarding the Hospital policy on the collection of unpaid accounts.
24 Although she was not absolutely positive, she thought the accounts with balances over 90 days
25 past due were sent to collection unless prior payment arrangements were made.

1 **Interview with Cindy Hixenbaugh, Hospital Financial Director on March 23, 2010**

2
3 On March 23, 2010, I interviewed Cindy Hixenbaugh, hospital director of human
4 resources. Prior to her position as the human resources director, Hixenbaugh was Rees' assistant
5 from 2004 to 2007. After her promotion to her position as the human resources director, Rusty
6 Kemp served as Rees' assistant. I questioned Hixenbaugh regarding the December 30, 2009
7 Hospital Board meeting where she was questioned by Rees' Attorney, Nicole Harvey, Esq.
8 Hixenbaugh confirmed the recording of the meeting that during the meeting, Harvey asked
9 Hixenbaugh if Evenson offered her any type of protection in exchange for negative information
10 on Rees. Hixenbaugh replied that Evenson told her to advise him if there was any indication of
11 any kind of retaliation from Rees' but she was never offered any protection per se.

12
13 Regarding the allegation that Evenson is attempting to terminate Rees' employment,
14 Hixenbaugh stated that Evenson appears to have a personal agenda in this matter, but that was
15 only her independent opinion rather than firsthand experience.

16
17 **Interview with Rusty Kemp, Hospital Quality Assurance Assistant on March 23, 2010.**

18
19 On March 23, 2010, I interviewed Rusty Kemp, hospital quality assurance assistant.
20 Kemp began her employment with the hospital in April 2008 as Rees' assistant, and assumed
21 her current position in March 2010. The Complaint alleges that Evenson violated NRS
22 281A.400(7) and (9) when he asked Kemp to perform additional work to further his personal
23 agenda. (Complaint Tab B, p. 9). However, Kemp offered a different perspective on this issue.
24 Kemp stated that since she was Rees' assistant and acted as the Hospital Board's secretary, she
25 did occasional work for Board members, which usually consisted of preparing packets and
26 agendas. According to her, Evenson did not ask her to do anything outside the scope of her
27 regular duties. She added that other Board members asked her to perform different tasks for
28 them as well and Evenson was not the only person requesting work. Kemp added that she would

1 have informed Rees had the requests been out of the scope of her duties. Since she did not think
2 such requests were unusual, she did not object and did not inform Rees. In addition, Kemp
3 stated that in the past Evenson made his requests through the Board's counsel Plimpton and after
4 becoming the Board's chair he contacted her on few occasions directly. As to personal
5 knowledge of the proper chain of command and how Board members should request work from
6 hospital employees, Kemp stated that she was not familiar with any policy or procedure.

7
8 I questioned Kemp as to the Evenson's alleged attempt to terminate Rees' employment.
9 Kemp stated that she rarely spoke to him and he never mentioned his intention to terminate
10 Rees' employment. Finally, I asked Kemp if she recalled the August 4, 2009 Hospital Board
11 meeting and the discussion regarding a discount policy on outstanding patient accounts. Kemp
12 stated that Rees asked her to put the item on agenda and such discounts had been offered before
13 as an additional way to generate cash. I note that this statement contradicts Rees' recollection
14 that the item was not on the agenda. However, upon my presentation of a copy of agenda for the
15 August 4, 2009 meeting, which I obtained from Rees a few days prior to my interviews, Rees
16 stated that it was possible the item was on the agenda but that he did not put it on the agenda or
17 otherwise authorize it to be included on the agenda.

18
19 **Interview with Matt Rees, Hospital CEO on March 23, 2010.**

20
21 On March 23, 2010, I interviewed Matt Rees, Pershing General Hospital CEO. Rees
22 began his employment with the hospital as the CFO in March 2003 and became the CEO in
23 February 2004. Upon my initial face-to-face meeting with Rees, he offered me a copy of an e-
24 mail allegedly exchanged between a hospital employee and a member of the employee's family.
25 The e-mail was dated March 23, 2010 and sent only two hours before my arrival to Lovelock.
26 The context of the email provided personal opinions regarding Evenson's behavior and his
27 alleged attempt to terminate Rees' employment. However, I decided not to include this
28 document as a part of the Commission's evidence due to its questionable credibility and the fact

1 that the e-mail was perhaps too coincidentally written shortly before my arrival. Additionally, it
2 was not received from the sender or the recipient but somehow obtained by Rees.

3
4 I asked Rees to explain the nature of the apparently troubled relationship between
5 himself and Evenson. Rees stated that Evenson had a personal agenda to terminate him but he
6 was not sure of the reason. Rees believes that Evenson's desire to terminate him could be related
7 to the fact that he terminated Dr. McCart, an alleged Evenson family physician. Shortly after
8 McCart's departure, Evenson purportedly made a comment during a Hospital Board meeting
9 that "you don't let your doctors go; you fire your CEO..." (Complaint, Tab B, p.5).
10 Subsequently, Evenson was appointed by the Pershing County Commission to the Hospital
11 Board. Rees stated that Evenson came to his office within a few hours of his appointment to the
12 Hospital Board (in May of 2006) and told him that he did not have the votes to get rid of him at
13 that time, but he was going after his job. Since then, Rees stated that "every Board meeting feels
14 like I am being cross-examined."

15
16 I questioned Rees regarding the allegation that Evenson used hospital employees to
17 further his personal agenda. Rees stated that there was a discussion between his attorney,
18 Harvey, and Evenson during the December 30, 2009 meeting in relation to this issue. (Exhibit
19 3), (Exhibit 13). Rees noted that Evenson was using his assistant, Kemp, and the Financial
20 Services Manager, Speer, to acquire information about him and added that Evenson was the
21 only person requesting this additional work. According to Rees, the hospital board Bylaws
22 direct Board members to submit all requests for work through the CEO. (Exhibit 6 p.7).

23
24 As to the allegation that Evenson made changes on Rees' contract without the approval
25 of the Board, Rees explained that the change was related to payment of his bonus. The new
26 contract changed the way the Rees' bonus was calculated. Originally, the bonus was calculated
27 as a percentage of hospital revenue based on a calendar year. The new contract called for
28 calculation of the bonus as a percentage of hospital revenues based on a fiscal year and

1 dependent upon Rees' positive annual review for any fiscal year. (Complaint, Tab B, p.8).

2
3 I presented Rees with a copy of the memorandum issued by Mancebo and asked him to
4 explain the issue in more detail. (Complaint, Tab B, page 65). Rees explained that the
5 memorandum was written by him and Mancebo signed it after making some changes. (See
6 Mancebo, p. 8). Rees asked Mancebo to sign the document since he was the Board's chair at the
7 time and was familiar with the contract. Rees stated, "I wanted him [Mancebo] to put in writing
8 what he believed to be the intent of the contract"

9
10 As to the allegation that Evenson offered protection to employees in exchange for
11 information on Rees, I asked about the Board meeting in August 2008. Rees' testimony mostly
12 concurred with that of Skinner. (See Skinner p. 9, line 22). I asked Rees to explain why no
13 actions were taken against an employee who allegedly misrepresented mileage reimbursement
14 since it did not appear as a standard personnel procedure. I reminded Rees of his executive
15 position and the fact that Evenson does not appear to have the authority to direct Rees how to
16 proceed with personnel matters. Rees responded that "I did not want to get the hospital into any
17 legal trouble...and I did not want to get any further on Steve's bad side." Both Rees and Finance
18 Director Skinner stated that no investigation was ever conducted as to the mileage
19 reimbursement issue. I note that the employee in question, Mohammed Bari moved to Ohio and
20 I have been unable to contact him.

21
22 I questioned Rees regarding the August 4, 2009 Board meeting. Rees stated that
23 Evenson asked him to step out of the meeting room while the meeting was in progress.
24 (Complaint, Tab B p. 10). Rees stated that during a brief conversation outside of the meeting
25 room, Evenson asked Rees to propose a 25% discount on outstanding patient balances. Evenson
26 also allegedly informed Rees that he had a large outstanding balance with the hospital and he
27 would take advantage of the discount if it was approved.

1 The complaint notes that Evenson did not feel comfortable discussing this in a public
2 meeting. (Complaint, Tab B, p.10). When Rees and Evenson returned to the meeting, a motion
3 to approve the discount policy was made and followed by a vote. Evenson voted; however, he
4 did not disclose that he or any person to whom he had a commitment in a private capacity such
5 as a member of his household or family may be affected by the approval of the discount policy.
6 Due to the fact that such record may be protected under HIPAA (Health Insurance Portability
7 and Accountability Act of 1996), records are not included. However, the Commission's counsel
8 is pursuing legal avenues to obtain such records if they exist. Based on the testimony provided,
9 it appears that there is evidence that such a record exists and the Commission must obtain the
10 record under the subpoena requirements for protected health information, including billing
11 information. The Commission does not need to know any information related to the treatment
12 sought or provided, only that Evenson (either for himself or as a responsible party), or a person
13 to whom he has a commitment in a private capacity, had an outstanding patient balance as of the
14 date of the vote.

15
16 I asked Rees who requested the item to be included on the August 4, 2009 Hospital
17 Board agenda. Rees did not recall the item being on the agenda until I supplied him with a copy
18 of the agenda, which I received from him several days prior to this interview. However, Rees
19 claims that he did not request the item to be placed on the agenda and he was not sure who did.
20 This information contradicts the information provided by Rees' assistant, Kemp, who stated that
21 Rees directed her to include the item on the agenda.

22
23 I asked Rees about the October 28, 2009 Board meeting and why he filed the Open
24 Meeting Law complaint. (Exhibit 10). Rees explained that the item on the agenda was to discuss
25 Rees' bonus. However, Evenson began discussing Rees' character, competence and integrity
26 without proper notification. When reminded that the discussion may be a possible violation of
27 Open Meeting Law, Evenson stated that he did not care. (Exhibit 13). As a result, Rees filed a
28 Complaint with Nevada Attorney general's Office. Deputy Attorney General George Taylor,

1 Esq. conducted an investigation and found the Board in violation of Meeting Law. (Exhibit 10).
2 I have reviewed the audio recording of the October 28, 2009 meeting and found that Evenson
3 did, in fact, make a statement noting his disregard for the Open Meeting Law.
4

5 I questioned Rees about his recollection of the December 30, 2010 Board meeting. Rees
6 responded that he decided to hire legal counsel, Harvey, since he believed he was not properly
7 informed of personnel issues that were to be discussed at that meeting. After a lengthy and
8 heated exchange between Harvey and Evenson, the situation with notice to Rees regarding
9 personnel issues appeared to be somewhat resolved. However, it was evident from the recording
10 that Evenson had the desire to terminate Rees' employment. My review of the audio recording
11 of the meeting and the transcripts agrees that the exchange was heated and Evenson appeared to
12 have many concerns regarding Rees' employment. Finally, Rees added that at the present time,
13 Evenson is pursuing actions to terminate Plimpton as the Board's counsel.
14

15 Finally, in a follow-up e-mail to my interview with Rees, dated March 25, 2010, Rees
16 claimed that on February 4, 2010, Evenson offered him a cash settlement to rescind all
17 complains and resign as CEO. However, Rees alleged that this offer was made without the
18 Board's approval and he declined. Aside from his mere statement, the allegation was not
19 supported by any evidence by the time of completion of this report.
20

21 **Interview with Todd Plimpton, Hospital and Hospital Board Attorney on March 23, 2010.**
22

23 On March 23, 2010, I spoke to the Board's Legal Counsel Todd Plimpton, Esq. Plimpton
24 stated that he has known both Rees and Evenson for long period of time and considers both
25 friends. Upon questioning, Plimpton stated that he believed that Evenson is attempting to
26 terminate Rees' employment. As to the allegation that Evenson used his position on the Board
27 and made unauthorized changes on Rees' contract, the evidence shows that Evenson conferred
28 with Littler Mendelson in Reno. (Complaint, Tab B, pp. 61-63). The contract was reviewed as
planned but Rees claims that Evenson made unauthorized changes. The Board's Chair Mancebo

1 agrees with this statement regarding unauthorized changes. (Complaint, Tab B, p.65).

2
3 I questioned Plimpton on Evenson's involvement in the issue regarding Rees' contract.
4 Plimpton stated that the Board asked Evenson to be the "point of contact" and find a law firm
5 specializing in employment law to review Rees' contract. (Complaint, Tab B, p.54). I asked
6 specifically if Evenson was acting as legal counsel for the Board. Plimpton responded that
7 Evenson did not serve as the Board's counsel, and if Evenson was acting as Board counsel, he
8 should not have been. Rather, the Board's intention was to make Evenson the point of contact
9 rather than "a substitute counsel." Legal issues should have been consulted with Plimpton's law
10 firm, Belanger & Plimpton, which was to substitute as the Board's legal counsel in Plimpton's
11 absence. I note that it appears Evenson appointed himself informally into the position of legal
12 counsel. As of March 26, 2010, Evenson's personal website reads that: "Steve currently serves
13 as legal counsel for the Pershing County Hospital..." which appears to be in contravention with
14 the facts; Plimpton is the current legal counsel. (Exhibit 11).

15
16 Plimpton added that the review of Rees' contract by an outside law firm was a normal
17 procedure and he would have asked for the review as well since he did not specialize in
18 employment law. However, Plimpton noted that it appeared that Evenson did not share all the
19 notes, comments, or memorandums made by Littler Mendelson with the Board, which was
20 contrary to the Board's intent. Evenson was the Board's point of contact and should have
21 forwarded all pertinent information to the Board. A record of interaction between Littler
22 Mendelson was requested via Plimpton, but it is not available at the time of completion of this
23 report.

24
25 I note that according to Mancebo's testimony, Plimpton would have reviewed the
26 contract himself had he been present; however, it is likely that Mancebo simply misconstrued
27 Plimpton's role since he is not an expert in legal arena. As noted above, Plimpton would have
28 asked for a review by outside law firm as well. Additionally, Plimpton confirmed that the

1 charges incurred from Littler Mendelson for review of Rees' contract were standard fees
2 charged for this type of work.

3
4 **NO Interview with Mohammad Bari, former Hospital employee**

5
6 I attempted to contact witness Mohammad Bari, a former employee allegedly offered
7 protection by Evenson. Bari remained unavailable at the time of completion of this report.

8
9 NRS 281A.400(2) provides in relevant part:

10
11 A public officer or employee shall not use his position in government to secure
12 or grant unwarranted privileges, *preferences*, exemptions or *advantages* for
13 himself, any business entity in which he has a significant pecuniary interest, or
14 any person to whom he has a commitment in a private capacity to the interests
15 of that person. As used in this subsection:

16 (a) "Commitment in a private capacity to the interests of that person" has the
17 meaning ascribed to "commitment in a private capacity to the interests of
18 others" in subsection 8 of NRS 281A.420.

19 (b) "Unwarranted" means without justification or adequate reason.
(Emphasis added).

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1. **Allegation one:** Between May 5, 2009 and May 23, 2009 Evenson violated NRS 281A.400(2) when he conferred with Littler Mendelson law firm in Reno, NV for the purpose of reviewing Rees' employment contract. Evenson did not share all pertinent information with the Board regarding the advice provided by Littler Mendelson and allegedly made changes to Rees' contract without the Board's approval. Evenson used his official position to secure or grant preferences or advantages to himself in pursuit of his personal interest to terminate Rees' employment.

On April 30, 2009 Evenson was informally appointed by the Hospital Board to serve as the a point of contact for the Board regarding the review of Rees' employment contract while the Board's Legal Counsel, Plimpton, was absent. (Complaint Tab B, p. 54). It does not appear

1 that the Board's intent was to appoint Evenson as a "substitute counsel" in Plimpton's absence,
2 which was confirmed by Plimpton himself. (See Plimpton, p.18). Evenson conferred with
3 Littler Mendelson law firm in Reno and changes to Rees' employment contract were made.
4 (Complaint, Tab B, pp.61-63). However, an allegation exists that some changes were made by
5 Evenson without the Board's approval. (Exhibit 9). The changes referred hereto are related to
6 payment of Rees' bonus. The new contract changed the way the Rees' bonus was calculated.
7 Originally, the bonus was calculated as a percentage of hospital revenue based on a calendar
8 year. The new contract called for calculation of the bonus as a percentage of hospital revenues
9 based on a fiscal year and dependent upon Rees' positive annual review for any fiscal year.
10 (Complaint, Tab B, p.8).

11
12 It appears that Evenson did not share all pertinent information regarding changes to
13 Rees' contract with the Board; therefore, using his official position on the Board (and as the
14 "Point of Contact" related to Rees' contract) to secure or grant preferences or advantages to
15 himself in pursuit of his personal interest to terminate Rees' employment. In addition, the
16 evidence shows that Evenson publicly represented himself as the counsel for the Hospital
17 Board, which contradicts the facts and misleads the public. (Exhibit 11). The current legally
18 appointed counsel for the Hospital Board is Plimpton. Records of all conversations and
19 correspondence between Evenson and Littler Mendelson were requested via Plimpton but were
20 not available at the time of the completion of this report.

21
22 **2. Allegation two: On October 28, 2009, December 30, 2009 and February
23 11, 2010 Evenson violated NRS 281A.400(2) by using his official
24 position to secure or grant unwarranted preferences or advantages to
25 himself in pursuit of his personal interest to terminate Rees.**

26
27 The available evidence illustrates at least three occasions when Evenson demonstrated
28 his personal interest in Rees' termination: October 28, 2009, December 30, 2009 and February

1 11, 2010 Board meetings. NRS 281A.400(2) provides that "a public officer shall not use his
2 position to secure or grant unwarranted *privileges*, preferences or ... *advantages* to himself."
3 (Emphasis added). Evenson's personal interest to terminate Rees is evident from audio
4 recordings of the Board meetings. (Exhibit 13). Additionally, the majority of witnesses
5 interviewed concur that this was the case, and believed that Evenson is pursuing a personal
6 agenda to terminate Rees' employment. (Investigator's report pp. 6-18).

7
8 During the October 28, 2009 Board meeting, Evenson initiated a discussion concerning
9 Rees' competence and character. The discussion was not properly noted on the Board's agenda
10 and appeared to be in contravention with Open Meeting Law requiring proper notice to the
11 public and an employee whose competence and character is at issue. (Exhibit 4). When
12 cautioned by other Board members that such discussion may violate the Open Meeting Law,
13 Evenson stated that "... I don't know if we are violating the Open Meeting Law or not and
14 frankly, for the record, I don't care." As a result, Rees' filed an Open Meeting Law complaint
15 with Nevada Attorney General's office. Subsequently, Deputy Attorney General George Taylor,
16 Esq. found the Board in violation of Open Meeting Law. (Exhibit 10). Furthermore, it is
17 evident from the audio recordings that Evenson attempted to terminate Rees' employment at
18 least on two other occasions: December 30, 2009 and February 11, 2010. (Exhibit 13).

19
20 NRS 281A.400(7) provides, in relevant part:

21
22 ***A public officer*** or employee, other than a member of the Legislature, ***shall not***
23 ***use governmental time, property, equipment or other facility to benefit his***
24 ***personal or financial interest.*** This subsection does not prohibit:

25 (a) A limited use of governmental property, equipment or other facility for
26 personal purposes if:

27 (1) The public officer who is responsible for and has authority to
28 authorize the use of such property, equipment or other facility has established a
policy allowing the use or the use is necessary as a result of emergency
circumstances;

(2) The use does not interfere with the performance of his public
duties;

(3) The cost or value related to the use is nominal; and

(4) The use does not create the appearance of impropriety;

(Emphasis added).

1 **3. Allegation three:** On January 12, 2010 Evenson violated NRS
2 281A.400(7) by using government time, property, equipment or other
3 facility to benefit his personal interest by requesting additional work from
4 hospital employee Rusty Kemp.

5
6 The allegation is that Evenson used time of a hospital employee (Kemp) to further his
7 personal agenda and interest to terminate Rees. The evidence shows that Evenson requested a
8 large amount of information from Kemp, who was Rees' assistant at that time. The letter to
9 Kemp dated January 10, 2010 (incorrectly dated as January 10, 2009), shows that Evenson
10 requested several different records dating back as far as 2006; therefore, demanding and using a
11 significant amount of Kemp's time. The complaint alleges that such request was made for the
12 sole purpose of continuing his personal interest in Rees' termination and the time used to
13 complete this task should have been used for hospital business and directed to Kemp's
14 immediate supervisor Rees. (Complaint, Tab B, p.9-10). The Hospital Board Bylaws
15 specifically direct Board members to forward their requests to the hospital administrator, in this
16 case Rees. (Exhibit 6). Rees noted during our interview that as the administrator he should be
17 informed of any work requested by the Board members.

18
19 However, Kemp stated that she did not find the requests unusual and other Board
20 members requested work from her as well. Kemp added that had the request appeared to be out
21 of the scope of her duties, she would have informed Rees. (See Kemp p.10). She was not aware
22 of any policies as to Board members requesting information from her.

23
24 **4. Allegation four:** On May 20, 2009 Evenson violated NRS 281A.400(7)
25 by using government time, property, equipment or other facility to benefit
26 his personal interest by requesting additional work from hospital
27 employee Rusty Kemp.

1 The allegation is that Evenson used time of a hospital employee (Kemp) to further his
2 personal agenda and interest to terminate Rees. The evidence shows that Evenson requested
3 large amount of information from Kemp, at the time assistant to Rees. The e-mail to Kemp
4 dated May 20, 2009, shows that Evenson requested information alleged by the requestor to be
5 used for Evenson's personal interest in his termination, and the time used to complete this task
6 should have been directed to hospital business and to Kemp's supervisor Rees. (Complaint, Tab
7 B, p.9-10). (Complaint, Tab B, pp.74-80). The Hospital Board Bylaws specifically direct Board
8 members to forward their requests to hospital administrator, in this case Rees. (Exhibit 6). Rees
9 noted during our interview that as the administrator he should be informed of any work
10 requested by Board members.

11
12 However, Kemp stated that she did not find the requests unusual and other Board
13 members requested work from her as well. Kemp added that had the request appeared to be out
14 of the scope of her duties, she would have informed Rees. (*Id.* Kemp). She was not aware of any
15 policies as to Board members requesting information from her.

16
17 NRS 281A.400(9) provides, in relevant part:

18
19 a *public officer* or employee *shall not attempt to benefit the public officer's* or
20 employee's *personal or financial interest* through the influence of a
subordinate. (Emphasis added).

21 **5. Allegation five: On January 12, 2010, Evenson violated NRS 281A.400(9) by
22 using Rusty Kemp, a hospital employee and his subordinate to benefit his
23 personal interest.**

24
25 The allegation is that Evenson used his subordinate, hospital employee Kemp to further
26 his personal agenda and interest to terminate Rees. The evidence shows that Evenson requested
27 a large amount of information from Kemp, at the time assistant to Rees via his letter dated
28 January 10, 2010 (incorrectly dated as January 10, 2009). (Complaint, Tab B, p.88). The

1 complaint alleges that Evenson used his position on the Board to influence Kemp and requested
2 information for the sole purpose of continuing his personal interest in Rees' termination.
3 (Complaint, Tab B, p.9-10).

4
5 The Hospital Board Bylaws specifically direct Board members to forward their requests
6 to the hospital administrator, in this case Rees. (Exhibit 6). Rees noted during our interview that
7 as the administrator he should be informed of any work requested by Board members.
8 However, Kemp stated that she did not find the requests unusual and other Board members
9 requested work from her as well. Kemp added that had the request appeared to be out of the
10 scope of her duties, she would have informed Rees. (*Id.* Kemp). She was not aware of any
11 policies as to Board members requesting information from her.

12
13 **6. Allegation six: On May 20, 2009, Evenson violated NRS 281A.400(9) by**
14 **using his official position to influence, Rusty Kemp, a hospital employee and**
15 **his subordinate, to benefit his personal interest.**

16
17 The allegation is that Evenson used his official position to influence his subordinate, a
18 hospital employee, by requesting work without following normal procedures, to further his
19 personal agenda and interest to terminate Rees' employment. The evidence shows that Evenson
20 requested large amounts of information from Kemp, at the time Rees' assistant, via his e-mail
21 dated May 20, 2009. The complaint alleges that he used his position on the Board to influence
22 Kemp and requested information for the sole purpose of continuing his personal interest in Rees'
23 termination. (Complaint, Tab B, p.9-10). The Hospital Board Bylaws specifically direct Board
24 members to forward their requests to the hospital administrator, in this case Rees. (Exhibit 6).
25 Rees noted during our interview that as the administrator he should be informed of any work
26 requested by Board members.

27
28 However, Kemp stated that she did not find the requests unusual and other Board

1 members requested work from her as well. Kemp added that had the request appeared to be out
2 of the scope of her duties, she would have informed Rees. (*Id.* Kemp).

3
4 NRS 281A.400(10) provides, in relevant part:

5
6 A public officer or employee shall not seek other employment or contracts
7 through the use of the public officer's or employee's official position.

8 **7. Allegation seven: Between April 30, 2008 and or about September 24, 2008**
9 **Evenson violated NRS 281A.400(10) by seeking other employment through**
10 **the use of his position when he acted and represented himself as the Board's**
11 **legal counsel.**

12
13 On April 30, 2008, the Board informally appointed Evenson as the point of contact
14 regarding Rees' employment contract with the Hospital. The allegation is that Evenson acted
15 and represented himself as the Board's legal counsel for the purpose of furthering his personal
16 agenda and interest to terminate Rees' employment. (Complaint, Tab B, pp.7-8). Until the
17 return of the Board's legally appointed counsel, Plimpton, on or about September 24, 2008,
18 Evenson represented himself as the Board's counsel and misled the public through an
19 advertisement on his personal website. (Exhibit 11). Furthermore, even after the Board's legally
20 appointed counsel Plimpton returned, he had to remind Evenson of the difference between the
21 Board member and Board counsel. (Exhibit 3, transcript, page 44).

22
23 NRS 281A.420(1) provides, in relevant part:

24
25 a public officer or employee **shall not** approve, disapprove,
26 **vote**, abstain from voting or otherwise act **upon a matter**
27 (a) Regarding which he has accepted a gift or loan;
28 (b) In which he has a pecuniary interest; or
29 (c) Which would reasonably be affected by his commitment in
30 a private capacity to the interest of others,
31 **without disclosing sufficient information** concerning the gift, loan, interest or
32 commitment to inform the public of the potential effect of the action or
33 abstention upon the person who provided the gift or loan, upon the public

1 officer's or employee's pecuniary interest, or upon the persons to whom the
2 public officer or employee has a commitment in a private capacity. Such a
3 disclosure must be made at the time the matter is considered. (Emphasis
4 added).

5 **8. Allegation eight:** On August 4, 2009, Evenson violated NRS 281A.420(1) by
6 failing to disclose sufficient information concerning his outstanding patient
7 balance or the outstanding patient balance of a person to whom he had a
8 commitment in a private capacity before voting on a discount policy for
9 outstanding patient accounts.

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 [REDACTED]
19 [REDACTED]
20 [REDACTED] medical records, including billing information, is protected under
21 HIPAA laws, [REDACTED]

22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3
4 NRS 281A.420(3) provides, in relevant part:

5
6 a public officer *shall not vote* upon or advocate the passage or failure of, but
7 may otherwise participate in the consideration of, a matter with respect to
8 which the independence of judgment of a reasonable person in [his] *the public*
9 *officer's* situation would be *materially affected* by:

- 10
11 (a) His acceptance of a gift or loan;
12 (b) His pecuniary interest; or
13 (c) His commitment in a private capacity to the interests of
14 others.

15
16 **9. Allegation nine: On August 4, 2009, Evenson violated NRS 281A.420(3) by**
17 **failing to abstain from the vote concerning the discount policy for outstanding**
18 **hospital patient accounts.**
19
20
21
22 [REDACTED]

23
24 After reviewing all available evidence including audio recordings of the Hospital Board
25 meetings on dates related to the allegations above, it is the opinion of this investigator that
26 Evenson's pattern of angry demeanor related to Rees' employment appears to be consistent with
27 the testimony of the above witnesses: a continuing personal interest to terminate Rees'
28 employment. I note that although it involved a different set of circumstances and facts, the

1 Commission's Opinion In re Bowles No. 96-45. (Tab F, section II, page 5), provided that "...
2 personal benefit is sufficient to constitute a violation of NRS 281.481(7)¹." Specifically, the
3 Bowles Opinion involved a public officer who requested and received a reimbursement check
4 for travel expenses for which he was not entitled. Instead of turning over the funds to the
5 County, he contended that the County Board had bad policies regarding such expenses and
6 wanted to "make a point" with the Board by keeping the money. In other words, he used to
7 money to make a juvenile political statement regarding the policies of the Board.

8
9 The Commission found that a personal benefit to the public officer through the use of
10 governmental property included anything which benefits the public officer "in any way." This
11 opinion provides guidance regarding whether the evidence which supports the contention that
12 Evenson had a personal agenda and interest in terminating Rees' employment constituted a
13 personal benefit, preference, privilege or advantage in violation of the Ethics in Government
14 Law.

15
16
17 Dated this 30 day of March 2010.

18 NEVADA COMMISSION ON ETHICS

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24


25 Mike Vavra, MPA, Investigator

26
27
28

¹ Now NRS 281A.400(7)