

State of Nevada
Office of the Attorney General

Bureau of Consumer Protection
100 North Carson Street
Carson City, Nevada 89701



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Governor

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State of Nevada
Office of the Attorney General
Bureau of Consumer Protection

Request for Proposal: 03AG-S553

For

Outside Counsel on a Contingent Fee Basis (Special Contractor)

Release Date: 03/13/2019 @ 2:00 PM

Deadline for Submission of Proposals: 04/03/2019 @ 2:00 PM

Opening of Proposals: 04/03/2019 @ 2:30 PM

Refer to Section V, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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Refer to Section VII for instructions on submitting proposals

I. PURPOSE

The State of Nevada is seeking to retain outside counsel on a contingent fee basis (“Special Contractor”) to provide legal services to the State of Nevada through its Office of the Nevada Attorney General and its Bureau of Consumer Protection (collectively the “Bureau of Consumer Protection”) to assist in the investigation and litigation involving the manufacture, distribution, marketing, and/or sale of opioids, and claims or causes of action related to the cause or contribution to the opioid epidemic in the State of Nevada (collectively the “Opioid Litigation”).

This Request for Proposal (“RFP”) invites qualified attorneys and/or law firms engaged in the private practice of law to submit proposals as independent professional contractors acting as outside counsel for the Opioid Litigation. Any contingent fee contract awarded to a Special Contractor must comply with NRS 228.111 through NRS 228.1118, NRS Chapter 333, NAC Chapter 333, the State Administrative Manual where applicable, and any other applicable laws and regulations.

II. BACKGROUND

The State of Nevada, and the nation, is currently experiencing an opioid epidemic. Examples of opioids include morphine, hydrocodone, codeine, oxycodone, fentanyl, and hydromorphone.¹ Overprescribing practices, prescription drug abuse, and the use of illicit opioids such as heroin have contributed to the development of this epidemic.² As a result, Nevadans have suffered opioid-related addictions, overdoses, hospitalizations, and deaths.³ In 2016, Nevada was ranked as the sixth highest state for the number of milligrams of opioids distributed per adult according to a study by the Drug Enforcement Agency.⁴ Additionally, in 2016, Nevada’s per capita prescription rate for opioids was 87/100 residents.⁵ Opioid-related hospitalizations increased from 2010 to 2016 by 136% in emergency room encounters and 84% in inpatient admissions.⁶ In 2016, 26% of the emergency room encounters and 34% of inpatient admissions were people aged 55 and older.⁷ Moreover, Naloxone/Narcan was administered by hospitals to 20.7% of patients with opioid overdoses who arrived in the emergency room.⁸

The number of opioids prescribed, as reported by the Nevada Division of Public and Behavioral Health, are staggering. In 2015, the total prescriptions written for hydrocodone, oxycodone, and alprazolam were 2,371,134.⁹ Compared to Nevada’s population of 2,890,845 at that time, that equates to a per capita prescription for these opioids of 82/100 residents.¹⁰ Moreover, in 2013, 35% of all Nevada high school students reported having taken prescription drugs without a prescription.¹¹ In 2012, on a national level, healthcare providers wrote enough opioid prescriptions for every adult in America to have a bottle of pills.¹²

The opioid epidemic exists in all counties in Nevada. Between 2012 and 2014, the rate of deaths caused by opioid overdoses in Clark County was almost 70% higher than the national average.¹³ Between 2009 and 2013, 17% of resident emergency department encounters in Washoe County showed signs of legal or illicit opioid abuse, dependence, or poisoning.¹⁴ In 2016, almost every Nevada county experienced at least one opioid-related death.¹⁵

Nevada has been taking action to combat this epidemic. In August/September 2016, Former Governor Brian Sandoval hosted a Prescription Drug Abuse Summit, and noted that, “since 2003, overdose deaths have steadily risen ... harming greater and greater numbers of families, shattering lives, destroying futures and inflicting grief and sadness.”¹⁶ Additionally, in June 2017, the Office of the Nevada Attorney General announced that it had been involved in an ongoing investigation of prescription drug manufacturers to help address the opioid crisis in Nevada and around the country.

In May of 2018, the State of Nevada filed a lawsuit in the Eighth Judicial District Court, Clark County, Nevada, against Purdue Pharma L.P. and its affiliates (“Purdue”), Case No. A-18-774437-B (“Lawsuit”). Purdue manufactures OxyContin and other opioid products. In its Amended Complaint in the Lawsuit, the State of Nevada alleged that Purdue violated the Nevada Deceptive Trade Practices Act through deceptive promotional activities and materials that falsely denied or minimized the risks of addiction, trivialized the pain management uses of alternative, non-opioid treatments, and overstated the benefits of opioids. Specifically, the lawsuit alleged Purdue: (1) minimized the risks and overstated the benefits of the long-term use of opioids; (2) downplayed the serious risk of addiction, claiming that signs of addiction are merely the result of undertreated pain; (3) advanced misleading statements on the efficacy of the use of opioids on a person’s quality of life; (4) denied or failed to disclose the greater risks of opioids at higher doses; (5) exaggerated the effectiveness of abuse deterrent opioids to prevent abuse and addiction; (6) misleadingly promoted OxyContin as providing a full 12 hours of pain relief; and (7) overstated the effectiveness of doctors’ ability to manage patients’ addiction. The Amended Complaint also alleges Purdue violated a 2007 Consent Judgment with the State of Nevada.

The Lawsuit seeks civil penalties, damages, and restitution, and seeks to cease Purdue’s unlawful promotion of opioids on behalf of the State as a whole, as well as the municipalities and counties.

Although the State of Nevada has only filed against Purdue, it has and is continuing to investigate other opioid manufacturers and distributors. Pursuant to the investigation, it is possible that the Lawsuit may be expanded to include additional defendants and/or claims, as necessary. Nevada and the other litigating states continue to engage in ongoing settlement discussions with the allegedly culpable parties.

III. SCOPE OF REPRESENTATION

1. The Bureau of Consumer Protection agrees to retain a private attorney/law firm as Special Contractor to provide legal services on a contingent fee basis to assist the State of Nevada in the Opioid Litigation. The Opioid Litigation includes, without limitation, the Lawsuit, as well as any and all other claims or causes of action related to the cause or contribution to the opioid epidemic in the State of Nevada. Special Contractor is authorized to take appropriate legal steps to prosecute the Opioid Litigation, including the Lawsuit, as it pertains to liability, damages, civil penalties, injunctive relief and restitution/disgorgement of profits, and to participate in any settlement negotiations. Special Contractor shall provide sufficient resources, including attorney time, to prosecute the Opioid Litigation, including the Lawsuit and any additional action, faithfully and with due diligence to its conclusion, including the exhaustion of any and all appeals by defendants. Special Contractor agrees that its duties include assisting with the pending Lawsuit, and may include the addition/subtraction of additional defendants and/or additional lawsuits and/or additional claims of relief or causes of action if determined to be in the best interest of the State of Nevada.
2. It is expressly understood that, pursuant to NRS 228.1113, the Attorney General will retain final and exclusive authority over the course and conduct of the matter that is the subject of the contingent fee contract, without limitation. This authority includes, but is not limited to:
 - a. The authority to override any decision made by Special Contractor; and
 - b. The sole authority to agree to any settlement or voluntary dismissal of the Opioid Litigation.
3. Special Contractor and the Attorney General or his deputy designee will discuss all major litigation decisions, including but not limited to: (1) whether to file any additional lawsuits on behalf of the

State of Nevada; (2) the addition and/or removal of defendants from any and all lawsuits; (3) the addition and/or removal of claims from any and all lawsuits; (4) any participation in the National Prescription Opiate Litigation (MDL 2804); (5) the selection and retention of experts or other professionals; (6) settlement and/or mediation or arbitration options; (7) whether to proceed to trial in any and all lawsuits; and (8) litigation strategy.

4. Pursuant to NRS 228.1113, the Attorney General or his deputy designee will have supervisory authority over the conduct of the matter that is the subject of the contingent fee contract. The deputy designee shall attend any settlement conference or mediation conducted in the Opioid Litigation.
5. Pursuant to NRS 228.1113, Special Contractor understands and agrees that in the course of litigation and/or settlement discussions, defendant(s) may contact attorney(s) at the Office of the Nevada Attorney General directly designed to work on the Opioid Litigation, and the right of defendants to directly communicate with the Office of the Nevada Attorney General will in no way be limited.
6. Pursuant to NRS 228.1115, Special Contractor understands and agrees to the following:
 - a. From the beginning of the term of the contingent fee contract until a date not less than four years after the date on which the contract expires or is terminated, Special Contractor must maintain records of all expenses, disbursements, charges, credits, receipts, invoices, billing statements, and all other payments made by or to the Special Contractor in connection with the Opioid Litigation.
 - b. Special Contractor shall prepare and maintain contemporaneous records reflecting the work performed on the Opioid Litigation by the retained attorney or law firm, including, without limitation, any work performed by a paralegal. The records must specifically describe the work performed, identify the person who performed the work, and set forth the time spent in connection with the work, in increments of not more than one-tenth of an hour.
 - c. Not less frequently than quarterly during the term of a contingent fee contract and any extension or renewal of the contract, Special Contractor shall prepare and submit a billing statement to the Office of the Nevada Attorney General and any other officer, agency, or employee represented by the retained attorney or law firm. For the period covered by the statement, the billing statement must specifically describe the work performed on the matter by the retained attorney or law firm and set forth the time spent in performing the work.
 - d. The billing statements and other records described in NRS 228.1115 are public records and are open for inspection pursuant to NRS 239.010. Additionally, pursuant to NRS 228.1117, the executed contract and records of payments will be posted on a website.
7. Pursuant to NRS 228.1116, Special Contractor understands and agrees that the maximum total contingent fee payable to all retained attorneys or law firms in the Opioid Litigation must not exceed 25 percent of the amount recovered, exclusive of any costs and expenses provided for by the contract and actually incurred by the retained attorneys or law firms, regardless of the number of actions or proceedings or the number of retained attorneys or law firms involved in the matter. The amount recovered does not include any money paid as costs. The contingent fee is:

- a. Payable only from money that is actually received pursuant to a judgment or settlement agreement; and
 - b. Must not be based on any amount attributable to a fine or civil penalty, but may be based on an amount attributable to punitive damages.
8. Special Contractor understands and agrees to pay for any and all costs associated with the investigation and prosecution of any action on behalf of the State of Nevada. The State of Nevada will not pay any expenses, other than those outlined in NRS Chapter 228, even if no recovery is obtained.
 9. Special Contractor expressly understands and agrees that its representation of the State of Nevada is subject to NRS Chapter 228 and other applicable laws.
 10. Special Contractor understands and agrees that it must obtain written approval from the Office of the Nevada Attorney General before taking any position that could potentially impact or is inconsistent with policy concerns or decisions of the State of Nevada.

IV. CONFLICT OF INTEREST

Proposals should include the private attorney/law firm’s knowledge of any current or future potential or actual conflicts of interest with the private attorney/law firm or any individuals who will be assigned to key positions as related to the legal services provided that are present or may foreseeably arise in connection with the Opioid Litigation. This duty to disclose conflicts of interest extends throughout the performance of the contingent fee contract when a conflict or perceived conflict becomes known to the private attorney/law firm. Additionally, the private attorney/law firm shall disclose to the State of Nevada all litigation, claims, and matters in which private attorney/law firm represents parties adverse to the State. If the private attorney/law firm is selected to contract with the State pursuant to the contingent fee contract, the private attorney/law firm shall have a continuing duty to disclose such information to the Office of the Nevada Attorney General.

V. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The Consumer Advocate reserves the right to modify these dates at any time. The Consumer Advocate also reserves the right to forego Special Contractor presentations and select a Special Contractor based on the technical proposals submitted.

Task	Date/Time
RFP Release Date	03/13/2019 @ 2:00 PM
Deadline for submitting questions	03/20/2019 @ 2:00 PM
Deadline for issuing answers to submitted questions	03/27/2019 @ 2:00 PM
Deadline for submission of proposals	No later than 2:00 PM on 04/03/2019
Opening of proposals	04/03/2019 @ 2:30 PM
Special Contractor Presentations	04/17/2019

VI. MINIMUM REQUIREMENTS

The Special Contractor must meet the minimum requirements as outlined herein and required by NRS 333.311. The minimum requirements for consideration of a contingent fee contract with the Bureau of Consumer Protection are as follows:

1. Special Contractor must be a private attorney/law firm that (1) is a member in good standing with the State Bar of Nevada and admitted to practice in Nevada State Court and federal court within the District of Nevada, or (2) must be able to associate with local counsel pursuant to Rule 42 of the Nevada Supreme Court Rules and all other applicable rules, as well as be admitted to federal court within the District of Nevada pursuant to Rule LR IA 11-2 of the Local Rules of Practice, United States District Court, District of Nevada, and all other applicable rules.
2. Special Contractor must have significant experience in complex litigation and/or litigation of numerous complex factual and legal issues similar to those presented by the Opioid Litigation.
3. Special Contractor must certify in writing that it agrees to negotiate in good faith to a contingency fee that shall include the reduction of the contingency fee in the event the Opioid Litigation settles, including a partial or global settlement.
4. Special Contractor must certify in writing that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel as provided by NRS 333.338.

VII. PROPOSALS

Proposals must be submitted electronically by email to the individual whose name appears on the cover sheet of this document, and titled RFP 03AG-S553.

The individual whose name appears on the cover sheet of this document is the designated Contact Person pursuant to NAC 333.155. The designated Contact Person is the sole point of contact for any and all questions regarding this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP shall not answer questions or otherwise discuss the contents of this RFP with any prospective private attorney/law firm. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Proposal submissions must include a cover letter and the following information:

Statement of Compliance

1. A written statement that the private attorney/law firm has read this RFP, and acknowledges and agrees that the requirements, scope of work, evaluation process, and questioning period outlined in this RFP are understood, fair, equitable, not unduly restrictive, and that all costs incurred by the private attorney/law firm for a proposal in response to this RFP, including but not limited to presentations, are the sole responsibility of the private attorney/law firm;
2. A written statement indicating the private attorney/law firm will comply with the terms and conditions of the RFP;

Financial Resources, Experience and Qualifications

3. The total estimated financial cost for the private attorney/law firm to accomplish the work to be performed under any resulting contingent fee contract;
4. Evidence of the private attorney/law firm's financial stability;

5. An analysis of the private attorney/law firm's ability to commit adequate financial resources to the financial cost of the Opioid Litigation, such as what will be necessary to successfully accomplish the work to be performed under any resulting contingent fee contract, for a minimum of five years;
6. The private attorney/law firm's ability to provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work as described herein;
7. Identification and resumes of specific individuals who will be assigned to key positions as related to the legal services requested. The contingent fee contract will be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in this proposal;
8. A contingency plan in the event any of the specific individuals who will be assigned to key positions leave, or a conflict arises, during the term of the contingent fee contract;
9. A contingency plan that ensures the Opioid Litigation remains uninterrupted in the event the private attorney/law firm's association with local counsel becomes disrupted in any manner or for any reason, including, but not limited to, a dispute or becoming no longer able or willing to associate;
10. Descriptions and/or examples of complex litigation or similar litigation, if any, the private attorney/law firm has engaged in, what attorneys were primarily responsible for the matter(s), and the result of the matter(s);
11. A list of government agencies the private attorney/law firm has represented or is representing, if any, including but not limited to the Office of the Nevada Attorney General, Bureau of Consumer Protection;
12. Evidence demonstrating that each attorney reasonably expected to work on the Opioid Litigation is a member in good standing with a state bar, and is free from any conflicts of interest as described herein;
13. If the private attorney/law firm is not located in the State of Nevada, identify the attorney/law firm within the State of Nevada that the contracted firm intends to associate with;
14. A proposed litigation plan for the private attorney/law firm's representation of the State of Nevada in the Opioid Litigation;
15. A list of independent contractors and sub-contractors, if any, the private attorney/law firm anticipates hiring/employing in connection with representation of the State of Nevada in the Opioid Litigation;
16. Any employees of the private attorney/law firm that have been employed, in any capacity, by the Office of the Nevada Attorney General or its Bureau of Consumer Protection within the last two (2) years;
17. Any potential or actual conflicts of interest that are present or may foreseeably arise in connection with the Opioid Litigation;
18. Evidence of professional liability insurance with proof of policy;
19. The private attorney/law firm's willingness to certify in writing that it is not currently engaged in, and agrees for the duration of the contingent fee contract not to engage in, a boycott of Israel as provided by NRS 333.338; and
20. A description of resources, assumed or expected, the private attorney/law firm anticipates it will require from the Bureau of Consumer Protection to effectively carry out its duties as Special Contractor.

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the discretion of the Consumer Advocate.

Proposals may be submitted starting March 13, 2019 @ 2:00 PM. Proposals will no longer be received

after April 3, 2019 @ 2:00 PM. Only complete and timely submitted proposals will be considered. The Consumer Advocate may reject any proposal.

VIII. EVALUATION AND AWARD

The selection process and any resulting contingent fee contract are subject to the requirements established in NRS Chapter 333 and other applicable laws. Proposals shall be kept confidential until a contract is awarded. The evaluation committee is an independent committee comprising a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335. The evaluation committee may solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Proposals will be consistently evaluated pursuant to NRS 333.335. Pursuant to NRS 333.333, any and all confidential information contained in proposals must be labeled “Confidential.” The evaluation committee will review the proposal in consideration of factors/evaluation criteria, enumerated in the chart below, and assign a score of worth up to 100 points for each factor/evaluation criterion.

When the evaluation committee completes the scoring of the submitted proposals, three private attorneys/law firms with the proposals that have the highest scores will be invited to give a presentation to the evaluation committee. The invitation will be in writing and may contain additional written questions the evaluation committee would like the three private attorneys/law firms to answer during the respective presentations. If the invitations include questions, the questions will be the same questions for each of the three private attorneys/law firms receiving invitations. No questions will be asked or answered of or by the evaluation committee during or surrounding the presentations. The presentation is a separate factor/evaluation criterion worth up to 300 points. The evaluation committee will assign points to each of the three presentations which will be used to calculate the final score.

Pursuant to NRS 333.3354, the State of Nevada awards a five percent (5%) preference to the private attorneys/law firms certifying that their principal place of business is in Nevada. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a company’s corporate headquarters. This preference cannot be combined with any other preference. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference to the designated Contact Person.

The following chart contains the factors/evaluation criteria that will be considered by the evaluation committee, possible points available for each factor/evaluation criterion, and the relative weight assigned to each factor/evaluation criterion:

Factors / Evaluation Criteria (a)	Points Available (1-100) (b)	Relative Weight (c)	Final Score (b) x (c)
1. The private attorney/law firm’s ability to provide adequate financial resources to the Opioid Litigation		20%	
2. The private attorney/law firm’s vision and litigation strategy for the Opioid Litigation		20%	
3. The private attorney/law firm’s ability to provide a sufficient number of experienced attorneys and support staff to effectively		15%	

manage the Opioid Litigation and implement the private attorney/law firm's vision and litigation strategy for the Opioid Litigation			
4. The experience and financial stability of the private attorney/law firm submitting the proposal		10%	
5. The private attorney/law firm's qualities and professional qualifications as demonstrated through the proposal		10%	
6. The private attorney/law firm's overall ability to perform the legal services requested		10%	
7. The private attorney/law firm's experience in representing government agencies in a plaintiff capacity		5%	
8. Whether the proposal complies with the requirements of this RFP as prescribed in NRS 333.311		5%	
9. The price of the proposal (contingency fee)		5%	
Total Points Available Pre-Presentation	Up to 900	100%	
10. Presentation (limited to top three scores) Presentation Points Available (1-300)		100%	
Nevada-based business if applicable (see NRS 333.3354)	N/A	5%	
Total Points for Final Score	Up to 1200		

The Consumer Advocate reserves the right to negotiate final contract terms with any private attorney/law firm selected per NAC 333.170. The contract between the parties shall consist of the RFP together with any modifications thereto, and the awarded private attorney/law firm's proposal, together with any modifications and clarifications thereto that are submitted at the request of the Consumer Advocate during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded private attorney/law firm's proposal, the RFP, and the awarded private attorney/law firm's proposal. Specific exceptions to this general rule may be noted in the final executed contract. The State of Nevada shall not indemnify private attorney/law firm from any liability or damages, including but not limited to attorney's fees and costs, arising under any contract resulting from this RFP.

The Consumer Advocate reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto if it is in the best interest of the State of Nevada to do so.

The State of Nevada is not liable for any costs incurred by the private attorney/law firm prior to entering into a formal contingent fee contract. Costs of developing the proposals or any other such expenses incurred by the private attorney/law firm in responding to the RFP are entirely the responsibility of the private attorney/law firm and shall not be reimbursed in any manner by the State of Nevada.

Proposals submitted per proposal submission requirements become the property of the State of Nevada. Selection or rejection does not affect this right; submitted proposals will not be returned.

¹ S. Nev. Health Dist., *Opioid Epidemic in Southern Nevada*, HEALTHY S. NEV., 1-2 (Feb. 3, 2017), http://www.healthysouthernnevada.org/content/sites/snhd/2017NVLeg_OpioidFactSheet.pdf [hereinafter *Opioid Epidemic*].

² See Kelly Murphy et al., *Finding Solutions to the Prescription Opioid and Heroin Crisis: A Road Map for States*, Nat'l Governors Ass'n (July 2016), <https://classic.nga.org/files/live/sites/NGA/files/pdf/2016/1607NGAOpioidRoadMap.pdf> [hereinafter *Finding Solutions*].

³ See Nat'l Governors Ass'n Policy Academy on Prescription Drug Abuse Prevention, *State of Nevada Plan to Reduce Prescription Drug Abuse*, Nev. Div. of Pub. And Behavioral health (DPBH), <http://dpbh.nv.gov/uploadedFiles/dpbhngov/content/Programs/ClinicalSAPTA/State%20of%20Nevada%20Plan%20to%20Reduce%20Prescription%20Drug%20Abuse.pdf> (last visited Feb. 5, 2019) [hereinafter *State of Nevada Plan*].

⁴ U.S. Attorney's Office and DEA Announce Next National Prescription Drug Take Back Day, DOJ, Oct. 19, 2018, <https://stg.justice.gov/usao-nv/pr/us-attorneys-office-and-dea-announce-next-national-prescription-drug-take-back-day>.

⁵ Nev. Div. of Pub. and Behavioral Health, *The Scope of Opioid Use in Nevada, 2016*, NEV. DIV. OF PUB. AND BEHAVIORAL HEALTH (DPBH), 1 (Oct. 18, 2017), <http://dpbh.nv.gov/uploadedFiles/dpbhngov/content/Resources/opioids/Opioid%20Infographic.pdf>.

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*

⁹ Nev. Div. of Pub. and Behavioral Health, *The Scope of Opioid Use in Nevada, 2015*, NEV. DIV. OF PUB. AND BEHAVIORAL HEALTH (DPBH), 1 (Mar. 30, 2017), <http://dpbh.nv.gov/uploadedFiles/dpbhngov/content/Programs/OPHIE/dta/Publications/Opioid%20one-pager.pdf> (“Roughly 85% of all benzodiazepine-related overdose deaths also involve opioids”).

¹⁰ *Id.*

¹¹ Governor Brian Sandoval's Prescription Drug Abuse Prevention Summit, *Summary of Findings*, Assemb. Comm.: Health and Human Servs.- Exhibit: G, 79th Sess. (Nev. 2017), <https://www.leg.state.nv.us/Session/79th2017/Exhibits/Assembly/HHS/AHHS670G.pdf>.

¹² *Finding Solutions*, *supra* note 2.

¹³ *Opioid Epidemic*, *supra* note 1.

¹⁴ *State of Nevada Plan*, *supra* note 3.

¹⁵ Nev. Div. of Pub. and Behavioral Health, *Nevada Opioid Crisis Needs Assessment*, NEV. DIV. OF PUB. AND BEHAVIORAL HEALTH (DPBH), 12-13 (June 2018), <http://dpbh.nv.gov/uploadedFiles/dpbhngov/content/Resources/opioids/DHHS-data/NevadaOpioidCrisisNeedsAssessment061818.pdf>.

¹⁶ Pashtana Usufzy, *Drug Summit Develops Blueprint to Combat Opioid Abuse in Nevada*, LAS VEGAS REVIEW-J., Sept. 1, 2016, <https://www.reviewjournal.com/life/health/drug-summit-develops-blueprint-to-combat-opioid-abuse-in-nevada/>.