



# INVESTIGATIVE REPORT

Jared Prentice, Inspector General

OFFICE: OFFICE OF THE INDIANA ATTORNEY GENERAL (OAG)  
TITLE: CONTINGENCY FEE CONTRACT  
CASE ID: 2025-06-0243  
DATE: June 3, 2025

*After examination and review, Office of Inspector General Senior Attorney Elaine Vullmahn reports as follows:*

The purpose of this report is to fulfill the statutory requirements of Ind. Code §4-6-3-2.5 regarding contingency fee contracts. This statute requires the Inspector General (IG) to review proposed contingency fee contracts for possible conflicts of interests and potential Code of Ethics violations. Under this statute, an agency may not enter into a contingency fee contract unless the IG has made a written determination that entering into the contract would not violate the Indiana Code of Ethics, set out in Ind. Code 4-2-6 and 42 IAC 1-5, or any statute or agency rule concerning conflict of interests.

On June 2, 2025, the Office of the Indiana Attorney General (OAG) notified the OIG that it wished to amend a contingency fee contract (Contract) with Revenue Assistance Corporation (d/b/a/ Revenue Group). The Contract included an option to extend the original term of the Contract. The OAG notified the OIG that it still needs assistance from Revenue Group. As such, the OAG would like to extend the term of the contract until June 30, 2026.

The OAG explains the purpose of the original Contract was for Revenue Group to assist the State of Indiana in collection of claims against various individual and business accounts for

recovery of overpayments and assessments of accounts owed to state offices and agencies, as well as state universities and court systems. In Inspector General Report 2023-05-0195<sup>1</sup>, dated June 1, 2023, the OIG determined that the original Contract would not violate the Code of Ethics or any statute or agency rule concerning conflicts of interests.

Most of the circumstances that the OIG evaluated in making its original determination have not changed and will not be changed by this amendment. The amendment extends the term of the Contract for an additional one-year until June 30, 2026.

The OAG asserts the following: Revenue Group does not employ any state employees, including the OAG personnel involved in contracting decisions. Furthermore, no OAG employee or immediate family member has any financial interest in Revenue Group. Likewise, no OAG employee or OAG immediate family member has any financial interest in the contract itself. Finally, the OAG provides that no OAG employee is contracting with or will be supervising the work of a business entity in which a relative is a partner, executive officer or a sole proprietor. To the best of the OAG's knowledge, neither Revenue Group nor any member of Revenue Group has a conflict of interests that would violate either the Code of Ethics or any ethics rules of the Indiana Supreme Court. The OAG also writes that if the OAG determines that a matter referred to Revenue Group requires the use of legal counsel, the OAG will ensure that whichever counsel is chosen also meets this ethical criteria.

Based on the information provided and after careful review and examination, the OIG finds that entering into this amendment with Revenue Group will not violate the Indiana Code of Ethics or any statute or agency rules concerning conflict of interests. The OIG issues this report in compliance with the above noted statutory requirements.

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<sup>1</sup> The IG's Investigative Report regarding the original contract can be found at: [https://www.in.gov/ig/files/2023-05-0195-OAG-Contingency-Fee-Contract\\_PUBLIC.pdf](https://www.in.gov/ig/files/2023-05-0195-OAG-Contingency-Fee-Contract_PUBLIC.pdf)

Dated: June 3, 2025

APPROVED BY



Jared Prentice, Inspector General