

OFFICE: INDIANA OFFICE OF THE ATTORNEY GENERAL

TITLE: CONTINGENCY FEE CONTRACT

CASE ID: 2025-10-0419 DATE: October 3, 2025

After examination and review, Office of Inspector General Attorney Regan Perrodin 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 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 forth in Ind. Code § 4-2-6 and 42 IAC 1-5, or any statute or agency rule concerning conflicts of interests.

On October 1, 2025, the Office of the Attorney General notified the OIG that it wished to extend its contingency fee contract with United Collection Bureau, Inc. (UCB), a collections firm. The OIG approved the OAG's original request to enter into the Contract on October 28, 2020, and approved an amendment on November 23, 2022. A 2024 amendment was not presented to the OIG for review; however, the OAG indicates that no substantial revisions to the contractual

¹ The IG's Investigative Report regarding the original contract can be found at: <u>2020-10-0327-OAG-Contingency-Fee-Contract_PUBLIC.pdf</u>.

² The IG's November 23, 2022 Investigative Report regarding the first amendment can be found at: <u>2022-11-0353-OAG-Contingency-Fee-Contract</u>.

terms have occurred since the inception of the Contract. The OAG explains that UCB has been representing the State in the collections of claims against various individuals and business accounts for recovery of overpayments and assessments of accounts owed to state offices and agencies under the Fair Debt Collections Practices Act and the Indiana Fair Debt Collections Practices Act. The OAG intends to continue the working arrangement with UCB, subject to OIG's approval.

In Inspector General Report 2020-10-0327, dated October 28, 2020, the OIG determined 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, which extends the term of the Contract until November 30, 2026.

The OAG asserts the following: UCB does not employ any state employees, no OAG or immediate family member of an OAG employee has a financial interest in UCB or in the Contract itself, and 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 sole proprietor. The OAG also asserts, to the best of its knowledge, that neither UCB nor any member of it has a conflict of interest that would violate the Code of Ethics, any ethics rule of the Indiana Supreme Court, or any statute or agency rule concerning conflicts of interests. The OAG asserts that if it determines that a matter referred to UCB requires the use of legal counsel, the OAG will ensure that whichever counsel is chosen also meets the ethical criteria mentioned above.

The Amendment to the Contract provides that "[a]ll matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect." So long as this is the case, the OIG determines that the OAG entering into this contingency fee contract amendment will not violate the Code of Ethics or any statute or agency rule concerning conflicts

of interests.

This Report is issued in compliance with the above-noted statutory requirements.

Dated: October 3, 2025

APPROVED BY:

Jared Prentice, Inspector General