



# INVESTIGATIVE REPORT

David Cook, Inspector General

OFFICE: OFFICE OF THE INDIANA ATTORNEY GENERAL (OAG)  
TITLE: CONTINGENCY FEE CONTRACT AMENDMENT  
CASE ID: 2023-09-0315  
DATE: SEPTEMBER 12, 2023

*After examination and review, Office of Inspector General Senior Staff Attorney Mark Mader 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 Code of Ethics, set forth in Ind. Code 4-2-6 and 42 IAC 1-5, or an agency rule concerning conflicts of interests.

On September 8, 2023, the Office of the Indiana Attorney General (OAG) notified the Indiana Office of Inspector General (OIG) that it wished to amend a contingency fee contract (Agreement) with Liston & Deas, PLLC (Counsel), a law firm. The OIG signed the Agreement on January 4, 2022, and it is effective through September 15, 2023.

The OAG notified the OIG that it still is in need of legal assistance from Counsel. As such, the OAG would like to extend the term of the contract from September 15, 2023, until May 31, 2024.

The purpose of the original Agreement was to represent the State of Indiana in recovering funds from Centene Corporation (Centene) and each of its subsidiaries; including, but not limited to, Indiana Managed Health Service, Inc., Centene Management Corporation and Envolve Pharmacy Solutions, Inc.; as a pharmacy benefit manager for breach of contract and breach of various obligations to the State. In Inspector General Report 2021-12-0373<sup>1</sup>, dated December 29, 2021, the OIG determined that the original Agreement 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. This amendment extends only the term of the Agreement from September 15, 2023, to May 31, 2024.

The OAG asserts the following: Counsel does not employ any state employees, no OAG employee or immediate family member of an OAG employee has a financial interest in Counsel or the Agreement, 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 that neither Counsel nor any employee of Counsel has a conflict of interests that would violate either the Code of Ethics or any ethics rule of the Indiana Supreme Court or any statute or agency rule concerning conflict of interests.

The amendment to the Agreement specifies that “All 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 entering into this contingency fee contract amendment will not violate the Code of Ethics or any statute or agency rule concerning conflicts of interests.

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<sup>1</sup> The IG’s Investigative Report regarding the original contract can be found at: [2021-12-0373-OAG-Contingency-Fee-Contract PUBLIC.pdf](#).

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

Dated: September 12, 2023

APPROVED BY:

A handwritten signature in cursive script that reads "David Cook". The signature is written in black ink and is positioned above a horizontal line.

David Cook, Inspector General