

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE STATE OF WYOMING, OFFICE OF THE STATE PUBLIC DEFENDER,  
GUARDIAN AD LITEM PROGRAM,  
AND  
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the State of Wyoming, Office of the State Public Defender, Guardian *ad Litem* Program (GAL), whose address is 310 West 19th Street, Suite 100, Cheyenne, WY 82001, and the State of Wyoming, Department of Family Services (Department), whose address is 2300 Capitol Avenue, Hathaway Building, 3rd Floor, Cheyenne, WY 82002.
2. **Purpose.** The purpose of this MOU is to establish a financial relationship between the GAL and the Department regarding the legal representation of children by attorneys within the GAL in abuse/neglect, juvenile services, and termination of parental rights (TPR) proceedings. This MOU has been created for the express purpose of specifying how and under what conditions the GAL may be reimbursed by the Department for a portion of the costs incurred by the GAL title IV-E expenditures in providing such representation as indicated at section 474(a)(3) of the Social Security Act and regulations at 45 CFR 1356.60(c). The GAL provides legal representation to children in the following cases: child protection cases under Wyo. Stats. §§ 14-3-201 through 14-3-440; children in need of supervision cases under Wyo. Stats. §§ 14-6-401 through 14-6-440; delinquency actions under Wyo. Stats. §§ 14-6-201 through 14-6-252; interstate compact on juveniles (ICJ) cases under Wyo. Stats. §§ 14-6-102; TPR cases under Wyo. Stats. §§ 14-2-308 through 14-2-319; and appeals arising out of these cases. Allowable GAL expenditures shall include costs associated with administering and conducting legal representation, as well as title IV-E Training. The Department will include the GAL program's title IV-E expenditures in its cost allocation process.
3. **Term of MOU.** This MOU shall commence upon the date last signed by the duly authorized representatives of the parties (Effective Date). The term of the MOU is from the Effective Date until terminated by either party. All services shall be completed during this term. Each party agrees and acknowledges that participation in this MOU is contingent on budget authority and the availability of funding. Either party may terminate this MOU with thirty (30) days written notice, which notice shall be delivered either by hand or certified mail.
4. **Payment.** The Department agrees to reimburse the GAL for the services described herein. Payment shall be made upon receipt of federal reimbursement. Payment shall be made from the 93.658 CFDA IV-E Foster Care Grant.
5. **Responsibilities of the GAL Program.**
  - A. The GAL shall provide independent legal representation for children in the following case types: child protection, child in need of supervision, delinquency, ICJ, TPR, and subsequent appeals.

- B. The GAL shall provide high quality legal representation for the children it represents. The GAL shall provide services pursuant to Wyo. Stat. 14-12-101 through 104 and as set in GAL Rules. Legal representation may include, but is not limited to, engaging specialized attorneys, social workers, peer mentors, and therapeutic case managers to work with children and their parents. This may also include representation of children which directly relates to preventing children from being removed from their parent's care or being returned to their parent's care after removal.
- C. The GAL shall keep an accurate record of the costs associated with providing representation to children. At the end of each quarter, the GAL's title IV-E eligible costs shall be reported to the Department. The GAL shall retain records that document the costs claimed and these records shall be made available to the Department or federal authorities upon request. The GAL shall exclude from its costs, the percentage paid by DFS for GAL services in TPR actions under Wyo. Stat. § 14-12-103(f).
- D. The GAL shall not report any expenditures that have been included in any other federal reimbursement or matching funds claim.

6. **Responsibilities of the Department.**

- A. The Department shall determine the statewide penetration rate for IV-E funding for children involved in child abuse and neglect proceedings, children involved in juvenile service proceedings, and TPR proceedings. The penetration rate is the Department's proportion of foster children eligible for title IV-E.
- B. The Department shall acknowledge receipt of the GAL's title IV-E quarterly report within three (3) days of receiving the report.
- C. The Department shall review the costs for providing legal representation submitted by the GAL at the end of each quarter. The Department shall apply the statewide penetration rate to the costs submitted by the GAL and submit the resulting claim to the federal government.
- D. Upon receipt of federal reimbursement, the Department shall pay the GAL its share of the reimbursement received.
- E. The Department shall provide training and technical assistance to the GAL to ensure proper costs are included in the Department's cost allocation.

7. **Joint Responsibilities.**

- A. The GAL and the Department will cooperate in identifying which GAL expenditures are allowable title IV-E costs.
- B. The GAL will be responsible for repayment of any title IV-E funds received by the

GAL that are determined to be disallowed costs as a direct result of a federal or state audit of GAL financial records and/or the result of the federal IV-E eligibility reviews. Disallowed costs may include expenses that were not directly attributable to the cost of attorneys for children in abuse/neglect, juvenile service, and TPR proceedings, or expenses that were not supported by appropriate documents or records. Disallowed costs must be repaid to the Department within thirty (30) days of written request by the Department.

- C. The Department shall be entitled to recover all payments erroneously or improperly made to the GAL. The full amount of any erroneous or improper payment shall be refunded to the Department within thirty (30) days of written request by the Department.
- D. If the GAL fails to repay the Department within thirty (30) days, the amount owed to the Department may be automatically deducted from any future payments to the GAL.
- E. GAL will treat the receipt of its share of federal reimbursement as “transfer---” for Department of Audit accounting purposes, and the Department will treat the transaction as a “transfer---” for accounting purposes. GAL will deposit such funds to the credit of the GAL Operating Account.

**8. General Provisions.**

- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all the parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.


- D. Entirety of Agreement.** This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.
- F. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- G. Sovereign Immunity.** The State of Wyoming; the State of Wyoming, Office of the State Public Defender, Wyoming Guardian *ad Litem* Program; and the State of Wyoming, Department of Family Services do not waive sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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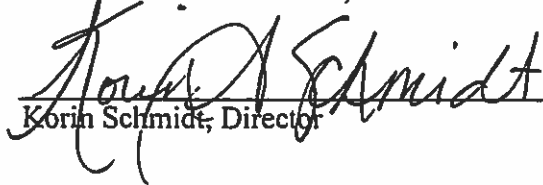
9. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

The Effective Date of this MOU is the date of signature last affixed to this page.

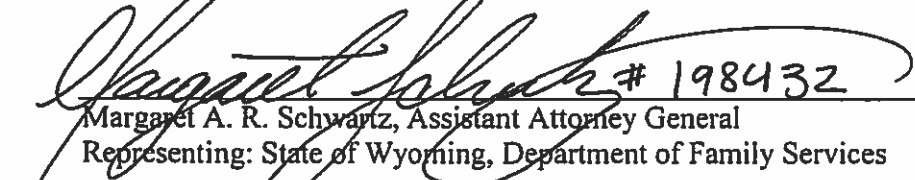
**THE STATE OF WYOMING, OFFICE OF THE PUBLIC DEFENDER, GUARDIAN AD LITEM PROGRAM**

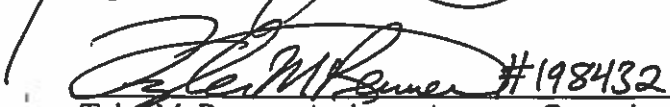
  
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Dan Wilde, Deputy Director, Office of the State Public Defender  
Administrator of the GAL Division  
1-2-20  
Date

**STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES**

  
\_\_\_\_\_  
Korin Schmidt, Director  
1-17-2020  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Margaret A. R. Schwartz, Assistant Attorney General  
Representing: State of Wyoming, Department of Family Services  
# 198432  
12/18/19  
Date

  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General  
Representing: State of Wyoming, Office of the State Public Defender, Guardian *ad Litem*  
Program  
# 198432  
12-18-19  
Date