

HB0013SS001

1 Page 1-line 11 After "and (c)" insert ", 14-12-101(a)(intro),  
2 14-12-102(a)(intro) and (i), (b) and (c);  
3 delete "14-12-103(f)" and insert "14-12-  
4 103(a) through (d) and (f)".  
5

6 Page 7-after line 15 Insert:  
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8 **"14-12-101. Office of guardian ad litem; guardian ad litem**  
9 **program; rulemaking; reporting.**

10  
11 (a) The office of guardian ad litem shall administer a  
12 guardian ad litem program. The ~~program-office~~ shall employ or  
13 contract with, supervise and manage attorneys providing legal  
14 representation as guardians ad litem in the following cases and  
15 actions:  
16

17 **14-12-102. Appointment of program to provide guardian ad**  
18 **litem services.**

19  
20 (a) In cases specified in W.S. 14-12-101(a), if the county  
21 in which the court is located participates in the program  
22 administered by the office:  
23

24 (i) The court shall appoint the ~~program-office~~ to  
25 provide services when appointing a guardian ad litem. For purposes  
26 of this article, references to the program include the office;  
27

28 (b) The ~~program-office~~ shall cooperate with juvenile courts  
29 in developing a case appointment system in each participating  
30 county for all applicable cases requiring the appointment of a  
31 guardian ad litem.  
32

33 (c) An attorney accepting a guardian ad litem assignment  
34 ~~under the program~~ shall be employed by or contract with the ~~program~~  
35 office to provide services in accordance with ~~program~~-requirements  
36 established by the office. The contract shall specify the fees to  
37 be paid for the assignment, which may be a defined hourly or per  
38 case rate or a defined sum. Fees paid by the ~~program-office~~ may  
39 vary based upon the type and difficulty of the case, location,  
40 work required and experience."  
41

42 Page 7-after line 18 Insert:  
43

1           (a) The office of guardian ad litem shall enter into  
2 agreements with each county participating in the program.  
3 Agreements shall require counties to comply with all ~~program~~ rules  
4 and policies established by the office. The agreement shall  
5 establish the compensation rate within the county for attorneys  
6 providing legal representation as guardians ad litem in program  
7 cases and the reimbursement requirements. A county may agree with  
8 an attorney providing services ~~under the program to the office~~ to  
9 pay a rate in excess of the rate set for payment by the ~~program~~  
10 office. If a county agrees to do so, it shall enter into a separate  
11 contract with the attorney providing services and shall be  
12 responsible and obligated to reimburse the program for one hundred  
13 percent (100%) of the excess amount. The county shall enter into  
14 a separate agreement with the office setting out the agreement,  
15 the excess rate and the responsibilities and obligations of all  
16 parties.

17  
18           (b) The ~~program~~ office shall pay from the guardian ad litem  
19 account one hundred percent (100%) of the fees for the legal  
20 representation of children by attorneys as guardians ad litem in  
21 program cases. Participating counties shall reimburse the ~~program~~  
22 office an amount equal to not less than twenty-five percent (25%)  
23 of the agreed program fees, not less than twenty-five percent (25%)  
24 of the ~~program's~~ office's administrative cost prorated by program  
25 funds expended in each county and one hundred percent (100%) of  
26 excess rate fees. The ~~program~~ office shall invoice the county for  
27 its proportionate share. In the event a county does not make  
28 payments within ninety (90) days, the state treasurer may deduct  
29 the amount from sales tax revenues due to the county from the state  
30 and shall credit the amount to the ~~program~~ account created in  
31 subsection (c) of this section.

32  
33           (c) There is created a guardian ad litem account. All  
34 reimbursements received ~~under the program by the office under this~~  
35 article shall be deposited to the account. Funds within the account  
36 are continuously appropriated to the office of guardian ad litem  
37 for expenditure for the sole purpose of the guardian ad litem  
38 program.

39  
40           (d) Agreements entered into under this section shall include  
41 provision for each county, in which guardians ad litem employed by  
42 or under contract with the ~~program~~ office are located, to provide  
43 adequate space and utility services, other than telephone service,  
44 for the use of the program's guardians ad litem. If suitable  
45 office space for all guardians ad litem cannot be provided, the  
46 county shall provide, based upon a proportional share, a monthly  
47 stipend to all program guardians ad litem housed in private

1 facilities. The proportional share shall be determined by the  
2 ~~program~~office, based upon the counties served by each guardian ad  
3 litem not provided suitable office space. The stipend shall be  
4 paid directly by the county to the program guardian ad litem."  
5 LANDEN, CHAIRMAN

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