NOTICE OF GRANT OPPORTUNITY

Purpose: Development and Expansion of Civil Legal Services for Low-Income Individuals in the State of Wyoming

NOTE: THIS RFP IS FOR A 12-MONTH GRANT PERIOD

RFP Release Date:	November 2, 2026
RFP Response Deadline:	December 31, 2026; 4:00 p.m. MT
Award Date:	April 15, 2027
Project Start Date:	July 1, 2027
Project Completion Date:	June 30, 2028
Submittal Location:	Submit electronically to Angie Dorsch at adorsch@courts.state.wy.us *We will send a confirmation email upon receiving every application. If an applicant does not receive a confirmation email, it is the applicant's responsibility to contact Angie Dorsch to ensure the application was received.*
Contact Information:	Angie Dorsch (307) 777-8383 adorsch@courts.state.wy.us

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INTRODUCTION

Equal Justice Wyoming (hereinafter "Grantor") is providing this Notice of Grant Opportunity (Notice) to qualified non-profit organizations and pilot projects (hereinafter "Grantee") for programs that will promote access to justice and civil legal services for individuals in Wyoming who are income eligible under the Wyoming Civil Legal Services Act and the Rules and Regulations of Equal Justice Wyoming.

Grantees must present evidence that they are competent and have the necessary facilities, experience, personnel, and financial resources to fulfill the conditions of this grant.

Please see Attachment 1 for a sample grantee agreement outlining the duties and responsibilities of Grantor and Grantee. **The final grantee agreement may contain additional or different provisions.**

Data Sharing and Reporting. By submitting an application, the applicant acknowledges and agrees that, if awarded, the data and information collected pursuant to the grant's reporting requirements may be shared with other organizations affiliated with Equal Justice Wyoming for purposes of evaluation, monitoring, and program oversight. This data may include aggregate outcomes, performance measures, and other information required under this grant. Personally identifiable information will not be collected or disclosed by Grantor except as permitted or required by law.

BACKGROUND

Equal Justice Wyoming was created to promote access to justice throughout the State of Wyoming, in accordance with the directives of the Wyoming Civil Legal Services Act (Act), 2010 Wyoming Session Laws Chapter 109 and rules and regulations applicable to Equal Justice Wyoming which may be found at https://www.wyocourts.gov/court-rules/rules-and-regulations-for-equal-justice-wyoming/.

Among other things, the Act establishes a mechanism to generate funds to promote access to justice and to provide civil legal services to income-eligible individuals. Wyoming Statute Section 5-2-122(a)(viii) also authorizes Equal Justice Wyoming to grant funds to eligible programs that will assist in providing civil legal services in Wyoming. Equal Justice Wyoming is soliciting proposals for programs that can enhance access to justice and encourages a wide range of proposals.

Any grants issued by Grantor will be reimbursement grants, meaning grant funds will not be released to the Grantee prior to receipt of an invoice based upon completed work. The award of a grant pursuant to this Notice does not create an expectation that the grant will be on-going in nature or repeated for subsequent fiscal years, although Grantor anticipates awarding additional grants to eligible programs in the future. Applicants should not assume that permanent funding will be available from Grantor beyond the terms of this grant.

PROPOSAL (350 maximum points)

Proposals must contain the following information in addition to the grant application cover page:

1. A brief description of the organization including its history, mission, and purpose as well as the program or project for which funding is solicited. (20 points)

2. The objectives of the program for which a grant is sought, including the problem you will address and how you will address it, with an explanation regarding how those objectives comport with the Act and the mission of Grantor and how they will be evaluated or measured for determining the success of the program. Include the results you expect to achieve during the grant period and how the funds would help achieve those results. The application should include any requirements or contract conditions the applicant may request from Grantor associated with the proposed program. (80 points)

3. If the request seeks funds for the direct delivery of legal services, the application must describe how the income eligibility requirements of Section 5-2-122(a)(iv) will be met, how those requirements will be documented and made available to Grantor for audit, the steps that will be taken to ensure that the limitations on legal services set forth in Section 5-2-122(a)(iii) will be met, and how the request will implement the policies and rules applicable to Equal Justice Wyoming. The grant recipient will be responsible for client intake and documenting the income eligibility requirements and ensuring they are met. (30 points)

4. If the request seeks funds for the direct delivery of legal services, the application must also describe how the delivery of those services will be handled, the methods by which the legal services will be overseen for quality and accountability, and the anticipated number of persons to be served with the request. The application must describe how an evaluation of the quality of legal services provided will be undertaken and the results provided to Grantor. (100 points)

5. If the request does not seek funds for the direct delivery of legal services, the proposal must explain how the request will promote access to justice for the income eligible. (same 100 points as #4 above)

6. A detailed budget must be provided documenting how any funds received from Grantor will be disbursed, with an explanation regarding how the expenditures of any grant monies awarded will be adequately documented for audit purposes. (80 points)

7. List any other agencies, community groups, entities, or programs with which you would work to fulfill the terms of your grant application. (20 points)

8. A current fiscal year budget is requested from all programs seeking grants, along with a brief explanation of any other sources of funding that may be used for the

program(s) from which funding is sought from Grantor. Include any funding challenges and if your request was only funded in part, what effect it will have on your organization or the proposed project. (20 points)

IMPLEMENTATION

1. The Grantee will provide Grantor with an invoice approved by Grantor by the fifteenth (15^{th}) of each month for expenses incurred the previous month.

2. On a quarterly basis, the Grantee will provide Grantor with a detailed report of all activities related to the grant. The format of the report must be approved by Grantor. The report is due by the fifteenth (15^{th}) of the month following the end of the quarter (e.g., the first quarterly report will be due by October 15, 2027).

3. The Grantee will provide an annual report for the project by July 15, 2028, including performance measure data as outlined in the Performance Measures for EJW Civil Legal Aid Grants.

GRANT SELECTION CRITERIA

The Equal Justice Wyoming Advisory Committee will review all grant applications and make recommendations for the grant awards. The Wyoming Judicial Council will review the recommendations from the Committee and determine in its sole discretion which grants, if any, to fund, and the amount to be awarded, if any, to grant recipients.

The Committee is particularly interested in applications which address the following priorities:

- Providing direct representation to low-income individuals.
- Addressing the high needs areas of law affecting the target population including, but not limited to, family law, housing, consumer law, and income maintenance.
- Expanding services to underserved geographic areas of the State.
- Expanding services to underserved populations.
- Enhancing collaboration with community organizations.
- Expanding support for pro bono legal service delivery.
- Enhancing support for self-represented litigants.

- Or exploring new methods for expanding services to the income eligible throughout the State.

Grant awards will be based upon the following factors:

- Promotion of the objectives of the Act governing Equal Justice Wyoming.
- Number of persons served or expected to be served.
- Ability to meet currently unserved needs of the income eligible.
- Provision of legal services to underserved geographic areas of the state.
- Transparency and fiscal accountability.
- Ability of the proposed program to create and provide data regarding unmet needs of Wyoming citizens.
- Innovation and creativity of the proposal and the extent to which it may provide useful information on means by which Grantor can promote the objectives of the Act.
- Existing experience and resources of the Grantee to complete the proposed project in a timely manner.
- Grantees' other sources of funding.
- Possibility of duplicating the proposed project to other communities or the expansion of services on a larger geographical scale.

ATTACHMENT 1: Sample Grant Agreement

This Sample Grant Agreement is provided as an example. The exact terms and conditions included in the final grant agreement between Grantor and Grantees are subject to change.

CIVIL LEGAL SERVICES GRANT CONTRACT BETWEEN
THE WYOMING JUDICIAL BRANCH
AND
[GRANTEE]

1. **Parties.** The parties to this Contract are the Wyoming Judicial Branch (Branch), whose address is: 2301 Capitol Ave, Cheyenne, Wyoming 82002, and the [Grantee] (the "Grantee"), whose address is [Grantee's Address].

2. **Purpose of Contract.** The purpose of this Agreement is to provide Grantee with funds for the implementation or continuation of a program to promote access to justice or to provide direct legal services to income-eligible citizens of Wyoming in accordance with the Wyoming Civil Legal Services Act (the "Act") and this Contract (the "Project"). The Project is more fully described in the Grantee's Grant proposal, which is attached and incorporated hereto as Attachment A. Grantee will operate all activities supported by Grant funding in accordance with Grantee's Grant proposal (including any amendments required or accepted by Branch) and the terms of the Act.

3. **Term of Contract.** This Contract is effective July 1, 2027 (Effective Date). The term of this Contract is from the Effective Date through June 30, 2028. All services shall be completed during this term.

4. **Payment.**

A. The Branch agrees to pay the Grantee for the services described in Attachment A, Grantee Proposal, which is attached to and incorporated into this Contract by this reference.

B. In exchange for the Grantee's obligations under this Contract, the Branch will provide funding up to [$_____] (the "Grant") for the Project outlined in the Grantee's proposal and budget. Payments will be made from the indigent civil legal services account established by the Act. No payments will cover services performed before the Effective Date or outside the performance period. Costs incurred by the Grantee before the Effective Date are at its own risk and will not be reimbursed unless specified in this Contract. The Grantee cannot incur costs against the Grant funds before the performance period without prior written consent from the Branch.

C. Branch will pay Grant funds to the Grantee in monthly installments based on expenses incurred during the previous month. Monthly expenses and supporting

documentation must be submitted no later than the 15th of each month. The first payment will be made as soon as Branch receives an invoice reflecting the expenditures of July 2027.

D. Branch may, in its sole discretion, adjust the amount of the Grant in greater or lesser amounts, and/or in greater or lesser periods of time than stated in this contract upon thirty (30) days' notice to the Grantee.

E. Any attorneys' fees or other expenses recovered from a third party in a case funded in whole or in part by this grant shall be paid to Branch up to the amount of Grant funds that were expended on the case.

F. Each payment obligation of Branch is conditioned upon the availability of adequate appropriated or allocated revenues from the indigent civil legal services account established by the Act. Branch is not obligated to provide continuing Grant funds and thus this Contract is not contingent upon future Grant funding.

G. Grantee acknowledges that Branch and its representatives have made no actual or implied promise of funding except for the amounts specified in this Contract. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that Branch will have no further obligation to the Grantee in connection with this Grant as a result of the return or rescission. However, the foregoing is not intended to prohibit Branch from providing the Grantee an additional grant at the termination of the Grant described in this Contract upon the submission of a new proposal, if Branch in its sole discretion determines that an additional grant is appropriate.

5. **Responsibilities of Grantee.** The Grantee agrees to:

A. Perform the services described in Attachment A, Grantee Proposal, and in accordance with Attachment B, Civil Legal Services Grant Requirements.

B. **Expenditure of Grant Funds.**

(i) Grantee will use Grant funds only for purposes consistent with the Act.

(ii) The Grantee will not use any Grant funds:

a. to provide legal services to individuals who do not meet the eligibility standards established by the Act because the individuals' total household income exceeds two hundred percent (200%) of the current federal poverty level, as determined and published annually in the Federal Register by the U.S. Department of Health and Human Services and in accordance with the Equal Justice Wyoming Financial Eligibility Policy, which is attached and incorporated hereto as Attachment C;

b. to provide legal services or representation in cases involving claims seeking tort damages, criminal defense, claims against public agencies or political subdivisions, where those claims seek to change or overturn existing rules, regulations or policies (this prohibition will not limit Grantee's ability to represent income eligible individuals who are seeking benefits that may be owed to them by public entities or agencies); or
c. in a manner inconsistent with State of Wyoming policies that govern the use of state funds and are detailed in the attached Grant Funds Expenditure Policy, which is attached and incorporated hereto as Attachment D.

C. Organization and Authorization. Grantee certifies that Grantee is exempt from tax under the Internal Revenue code and is duly organized and validly existing under the laws of Wyoming, is qualified to do business in the State of Wyoming, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement. Grantee further certifies that the person signing this Agreement has been duly authorized to act on behalf of the Grantee.

6. Responsibilities of Branch.

A. The Branch agrees to pay Grantee in accordance with Section 4 above.

7. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment Prohibited and Contract Shall Not be Used as Collateral. Neither party may assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Grantee may not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Branch.

D. **Audit and Access to Records.** The Branch and its representatives shall have the right, upon reasonable notice, to access, inspect, and audit any and all books, documents, papers, electronic data, records, and systems of the Grantee that are pertinent to this Contract.

The Grantee shall immediately, upon receiving written instruction from the Branch, provide to any independent auditors or accountants all books, documents, papers, electronic data, records, and system access necessary to conduct an audit of the Grantee's performance under this Contract, including compliance with data collection and data entry requirements set forth herein and in Attachment B.
The Grantee shall cooperate fully with the Branch and any such independent auditor or accountant during the entire course of any audit or review authorized by the Branch.

E. **Availability of Funds.** Each payment obligation under this Contract is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for payment, this Contract may be terminated by the Branch at the end of the period for which funds are available. The Branch shall notify the Grantee at the earliest possible time if this Contract will or may be affected by a shortage of funds. No liability shall accrue to the Branch in the event this provision is exercised, and the Branch shall not be obligated or liable for any future payments because of termination under this section.

F. **Award of Related Contracts.** The Branch may award supplemental or successor contracts for work related to this Contract and may award contracts to other Grantees for work related to this Contract. Grantee shall cooperate fully with other Grantees and the Branch in all such cases.

G. **Certificate of Good Standing**. The Grantee shall provide to the Branch a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Grantee is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Grantee shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.

H. **Compliance with Laws.** In connection with the performance of this Contract, Grantee must keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Grantee in the performance of this Contract must be kept confidential by Grantee unless the Branch approves of its release in writing. If Grantee receives a request for information subject to this Contract, Grantee will notify the Branch

within ten (10) days of such request and agrees to not release such information to a third party unless directed to do so by the Branch. In all cases, Grantee shall ensure the confidentiality of information in accordance with applicable state and federal law.

J. **Entirety of Contract.** This Contract, consisting of eight (8) pages; Attachment A, Grantee Proposal, consisting of xxx (x) pages; Attachment B Civil Legal Services Grant Requirements, consisting of three (3) pages; Attachment C, Equal Justice Wyoming Financial Eligibility Policy, consisting of three pages (3); and Attachment D, Grant Fund Expenditure Policy, consisting of two (2) pages. This represents the entire and integrated Contract between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

K. **Ethics.** Grantee must keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and all ethical standards governing Grantee's profession.

L. **Extension.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.

M. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

N. **Indemnification.** The Grantee shall release, indemnify, and hold harmless the State, the Branch, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Grantee's failure to perform any of Grantee's duties and obligations hereunder or in connection with the negligent performance of Grantee's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Grantee's negligence or other tortious conduct. Grantee's obligation to indemnify the Branch will survive the term of this Contract..

O. **Independent Contractor.** Grantee shall function as an independent contractor for the purposes of this Contract and is not an employee of the State of Wyoming or the Branch for any purpose. Consistent with the express terms of this Contract, the Grantee shall be free from control or direction over the details of the performance of services under this Contract. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and

local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Branch or to incur any obligation of any kind on behalf of the State of Wyoming or the Branch. Grantee agrees that no benefits available to employees of the State of Wyoming—whether for health or hospitalization, workers' compensation, unemployment, or otherwise—inure to Grantee's benefit, or to the benefit of Grantee's agents or employees, as a result of this Contract.

P. **Kickbacks.** The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Grantee breaches or violates this warranty, Branch may, at its discretion, terminate this Agreement without liability to Branch, deduct from the Grant award, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

Q. **Successors.** This Contract will be binding upon the parties' heirs, executors, administrators, successors, and assigns.

R. **Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., the Age Discrimination Act of 1975, Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

S **Notices.** All notices arising out of, or from the provisions of this Contract shall be in writing and given to the parties at the addresses provided under this Contract, either by regular mail or delivery in person.

T. **Ownership and Return of Documents and Information.** The Branch is entitled to view, access, analyze, aggregate, report, disclose as allowed by law, and otherwise use all documents, data compilations, and reports submitted to the data aggregation system. The Grantee agrees to submit records and information collected and maintained for providing services pursuant to the Act as requested by the Branch. Upon termination of this Contract for any reason, the Grantee agrees to submit a final report of all data not yet entered into the designated electronic data system. The Grantee owns all information not explicitly stated in this Contract and its Attachments that is collected and maintained for providing services pursuant to

the Act. The parties agree that the Grantee remains solely responsible for the confidentiality, integrity, availability, maintenance, storage, and destruction of records it owns and will comply with state and federal confidentiality laws, privacy requirements, and rules.

U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

V. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee, shall identify the Branch as the sponsoring agency and shall not be released without prior written approval from the Branch.

W. **Sovereign Immunity.** Grantee agrees that the constitution and statutes of the State of Wyoming limit the authority of the State and its departments and instrumentalities to assent to certain terms and conditions related to the following: liability for damages; choice of law; conflicts of law; venue and forum-selection; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution; indemnification of another party; and confidentiality. Any such provision in this Contract, or in any attachments or documents incorporated therein by reference, is not binding on the Branch except to the extent permitted by the constitution and statutes of the State of Wyoming. In accordance with Wyo. Stat. § 1-39-104(a), the Branch, for itself and on behalf of the State of Wyoming, expressly reserves sovereign immunity in entering into this Contract and specifically retains all immunities and defenses available to them as sovereigns. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

X. **Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

Y. **Termination of Contract.** This Contract may be terminated by either party without cause with thirty (30) days written notice. It can be terminated immediately for cause if either party fails to meet the terms. Upon termination, Branch will withhold further payments and the Grantee must repay any unused Grant funds.

Z. **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 Contract shall

not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

AA. **Time is of the Essence.** Time is of the essence in all provisions of the Contract.

BB. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

CC. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

DD. **Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract.

EE. **Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Contract.

FF. **Other Remedies.** In addition to the rights and remedies contained in this Contract, the Branch may at any time proceed to protect and enforce all rights available to the Branch by suit in equity, action at law, or by any other appropriate proceedings, and all such rights and remedies will survive the termination of this Contract.

8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

WYOMING JUDICIAL BRANCH

_____ _____

Elisa Butler, State Court Administrator Date

GRANTEE

_____ _____

Grantee Name and Title Date

ATTACHMENT B: CIVIL LEGAL SERVICES GRANT REQUIREMENTS

Background

WHEREAS, the Wyoming Civil Legal Services Act, including Wyo. Stat. § 5-2-122, and the Rules and Regulations of Equal Justice Wyoming, as amended (collectively, the "Act") permit Equal Justice Wyoming ("EJW") as a program of the Branch to grant funds to existing eligible programs to assist in providing civil legal services and to enhance the civil legal services that those programs are providing; and

WHEREAS, the purposes of EJW are to improve access to justice in Wyoming and fulfill the requirements and expectations of the Wyoming Legislature described in the Act; and

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for assistance, the Wyoming Judicial Council has approved an award of funds to the Grantee, to be expended by the Grantee in conformity with the requirements and provisions of the Act and of this Contract.

1. **Quality of Work.** Both the quality of the work done by the Grantee and the Grantee's progress toward achieving the goals of the Grant will be reviewed by Branch. The Grantee's progress may be monitored by on-site visits by representatives of Branch. In particular, Branch will be monitoring the continued commitment of personnel involved in the work of the Grant. In addition, Branch will, throughout the term of the Grant, consider whether continuation of the work of the Grant is in the interest of those members of the general public described in the Act. If Branch is not satisfied with the quality of the Grantee's work or the progress toward achieving the goals of the Grant, if Branch is of the opinion that the Grantee is incapable of satisfactorily completing the work of the Grant, or if Branch determines that continuation of the Grant is not reasonably in the interest of those members of the general public described in the Act, Branch may, in its discretion, (i) withhold payment of Grant funds until in its opinion the situation has been corrected, or (ii) declare the Grant terminated. Branch's determination as to the quality of work being performed, the progress being made toward the goals of the Grant, the Grantee's ability to satisfactorily complete the work of the Grant, and whether continuation of the work of the Grant is in the interest of those members of the general public described in the Act will be final and will be binding and conclusive insofar as further Grant payments are concerned.

2. **Monitoring and Formal Review.** The Grant is subject to monitoring and formal review. Grantee shall anticipate and plan for expenditures accurately. Branch reserves the right to terminate the Grant if, in Branch's sole discretion, sufficient progress has not been made toward the stated goals of the project. Branch's determination to terminate the Grant or require a release of Grant funds after the formal review is exclusively within the discretion of Branch.

3. **Reports and Records**

    A. Reports.

(i) **Quarterly Reports.** Grantee will provide to Branch quarterly reports on (1) the use of any distributed Grant funds, (2) compliance with the terms of this Contract, and (3) the progress made by Grantee toward achieving the purpose stated in the contract. Quarterly reports covering each respective period shall be due no later than October 15, January 15, and April 15.

(ii) **Annual Report.** Grantee will make an annual report with respect to all expenditures made from the funds during the Grant year (from July 1 through June 30), indicating the progress made towards the purpose stated in Paragraph 1 above. The annual report will be accompanied by photographic reproductions of all forms, procedural manuals, and other documents created by the Grantee in connection with the Grant. The Annual Report shall be due no later than July 15, 2027.

(iii) **Interim Reports.** Grantee will submit other interim reports as Branch may reasonably request. The Grantee's personnel will confer with Branch's personnel or consultants at the reasonable request of Branch regarding expenditures, records, and progress of the Grant project.

(iv) **Form.** Grantee will provide all reports required by this Contract in a format provided by Branch.

(v) **Outcomes and Performance Measures.** Grantee will collect and provide reports on case outcomes and performance measures in the format provided by Branch**.**

B. Records.

(i) The Grantee will maintain a formal set of books in sufficient detail such that the Branch can conduct an audit of Grantee's records as provided in Paragraph 3(C) below. The Grantee's records will, at a minimum, reflect the amount of Grant funds received, itemized Grant expenditures, accrued expenses, and records documenting the determination of client eligibility for all cases, in such a manner that the receipts and expenditures of the Grant funds will be shown separately on the books and records in an easily reviewable format.

(ii) The Grantee will obtain substantial evidence of eligibility from all clients receiving legal services pursuant to Grant funding in accordance with the attached Equal Justice Wyoming Financial Eligibility Policy, which is attached and incorporated hereto as Attachment C

(iii) The Grantee will maintain records of the services provided under the Grant in an easily reviewable format and in accordance with the Equal Justice Wyoming Case Reporting Guide, which is attached and incorporated hereto as Attachment E.

(iv) The Grantee will keep records of receipts and expenditures of Grant funds as well as copies of the reports submitted to Branch and supporting documentation for at least five (5) years after expenditure of the Grant funds, and will make the books, records, and supporting documentation available to Branch for inspection at reasonable times from the time of the Grantee's acceptance of this Grant through the period.

C. Audits. At the sole discretion of the Branch, the records of the Grantee may be directly audited by the Branch or by a certified public accountant mutually agreed upon by the Branch and the Grantee. The cost of the audit shall be paid by the Grantee. If the Branch requires an audit of the Grantee's records, the Grantee will make its records available to the Branch and its agents and employees.

4. **Attorney Certification.** If the Grantee or any of its employees are attorneys, the Grantee certifies that any attorneys providing direct legal services with Grant funds are licensed to practice law by the Wyoming State Bar and that the attorneys' conduct in connection with the Project will comply with the Wyoming Rules of Professional Conduct for Attorneys at Law and all applicable laws and regulations.

5. **Failure to Report.** If quarterly or interim reports are not received in a timely manner, Branch may withhold payment until the outstanding report is received, and may terminate the Grant if any report is not received within thirty (30) days following the date on which it was due.

6. **Violation of Terms.**

A. Default. A default will consist of a breach by the Grantee of any covenants, Contracts, terms, or certifications in this Contract, including the expenditure of Grant funds for any use other than for the purposes provided in the Contract or in any unauthorized manner.

B. Effect of Default. Upon the occurrence of any default, Branch reserves the right in its absolute discretion to terminate the Grant. Branch's determination will be final and will be binding and conclusive. In the event of termination by Branch:

(i) Grantee's authority to request a disbursement will cease and the Grantee will have no right, title, or interest in or to any of the undisbursed Grant funds;

(ii) Branch may demand repayment from the Grantee of any amounts Branch, in its sole discretion, determines were not expended in accordance with this Contract; and

(iii) Branch, in its sole discretion, may demand repayment of all Grant funds distributed to Grantee.

ATTACHMENT 2

Equal Justice Wyoming
Financial Eligibility Policy

Equal Justice Wyoming ("Equal Justice") adopts the following policies and procedures as guidelines for Grantees to use when determining income eligibility for individuals given legal assistance supported with Equal Justice funds. Eligibility under these policies does not create an entitlement to legal assistance.

I. Income-Eligible. As determined by the Wyoming Legislature (Wyo. Stat. §§ 5-2-121 et. seq.) the maximum annual income for individuals and households served by using funds in the Civil Legal Services Fund is 200% of the Federal Poverty Guidelines, as published annually in the Federal Register in Appendix A to 45 C.F.R. 1611. (http://aspe.hhs.gov/poverty/12fedreg.shtml)

(a) Income means actual current annual total cash receipts before taxes of all persons who are resident members of the applicant's household and contribute to the support of an applicant's household. Total cash receipts include, but are not limited to, wages and salaries before any deduction; income from self-employment after deductions for business or farm expenses; regular payments from governmental programs for low income persons or persons with disabilities; social security payments; unemployment and worker's compensation payments; strike benefits from union funds; veterans benefits; training stipends; alimony; child support payments; military family entitlements or allowances; public or private employee pension benefits; regular insurance or annuity payments; income from dividends, interest, rents, royalties or from estate and trusts; and other regular or recurring sources of financial support that are currently and actually available to the applicant.

In reviewing actual current income for an applicant, the current gross income for an applicant shall be obtained for the applicant's most recent pay period. If an applicant's income does not fluctuate from period to period or seasonally, the applicant's current income is the person's most recent pay.

In the case of an applicant who has fluctuating income due to varying hours of work (i.e. overtime) or seasonal variations in work, the gross income shall be averaged over a reasonable period of time taking into account the fluctuations in order to obtain an accurate picture of the applicant's income.

(b) Household means a group of adults and/or children that live together as a family and who share a residence and regularly contribute to the support of the household.

- Renters are not considered members of a household but the income from rent paid to the applicant must be included in the household's overall income.
- Roommates who share utilities and rent but have no family relationship and who do not live as a family are not included in the household's overall income.
- Family members include children with whom the applicant lives and whom the applicant provides support.

II. Assets. Legal assistance cannot be provided using Equal Justice funds if household assets exceed $5,000 for an individual, and an additional $3,000 for each member of the household.

(a) Assets means cash or other resources of the applicant or members of the applicant's household that are readily convertible to cash, and which are currently and actually available to the applicant.

(b) Exceptions. The following assets are not included in the funding calculation:

- the applicant's principal residence;
- one vehicle per licensed driver in the household;
- the principal balance of any applicant's qualified retirement account

III. Determination of Financial Eligibility. An applicant will be determined to be financially eligible for legal assistance if the applicant's income is at or below 200 % of Federal Poverty Guidelines and the applicant's assets do not exceed the allowable maximum.

(a) Public Benefits. An applicant may be determined to be financially eligible without making an independent determination of income or assets if the applicant's income is derived solely from Temporary Assistance to Needy Families and/or Supplemental Security Income.

IV. Financial Eligibility of Victims of Domestic Violence: When assessing the income and assets of an applicant who has identified herself/himself as a victim of domestic violence, Grantee shall consider only the income and assets of the applicant and members of the applicant's household other than those of the alleged perpetrator of the domestic violence.

V. Documentation of Financial Eligibility: Grantee must identify and document the applicant's income and assets that are considered in determining the applicant's financial eligibility. Acceptable documentation includes:

- Pay stubs from the last two months;
- Most recent Tax Return available;

- Documentation demonstrating receipt of Public Benefits; or
- Financial Affidavit.

(a) Grantee staff shall make reasonable inquiry regarding the sources of an applicant's income, the applicant's income prospects and the applicant's assets.

(b) Eligibility for advice rendered solely over the telephone or over the internet (including, but not limited to, any Hotline services) shall be determined by grantee staff making a reasonable inquiry regarding the applicant's income, assets and income prospects. The facts evaluated by Grantee's staff shall be documented. If the applicant is subsequently referred to another service provider employing Equal Justice Wyoming funding, that provider shall independently confirm the Financial Eligibility of the applicant.

(c) Except as provided in subsection (b) above, if another legal services program that is a recipient of Equal Justice funds has determined that a client is financially eligible for service in a particular case or matter, and that program requests Grantee to extend legal assistance or undertake legal representation on behalf of that client in the same case or matter, Grantee is not required to review or re-determine the client's financial eligibility unless there is a change in financial status or there is a substantial reason to doubt the validity of the original determination.

VI. Change in Financial Eligibility: If, after making a determination of financial eligibility and accepting a client for legal assistance, Grantee becomes aware that the client has become financially ineligible for Equal Justice-funded services due to a change in circumstances, Grantee shall discontinue representation if the change in circumstances is significant and discontinuation is not inconsistent with applicable rules of professional responsibility.

VII. Exceptions to Eligibility Policy. The Executive Director of the Equal Justice may approve exceptions to this Financial Eligibility Policy for extenuating circumstances. Authorized exceptions must be obtained prior to accepting a case, must be in writing and signed by the Executive Director, or the Executive Director's designee. The Executive Director may not authorize an exception to any eligibility policy that has been established by statute (i.e. 200% income guideline, criminal cases, etc.).

Revised policy adopted June 1, 2020.

Attachment D

Equal Justice Wyoming

Grant Fund Expenditure Policy

Equal Justice Wyoming ("Equal Justice") adopts the following policies and procedures outlining the manner in which Equal Justice funds may be used by its Grantees. As an entity that is supported by state funds whose continued existence relies upon legislative approval, Equal Justice is governed by the State of Wyoming Auditor's Office Accounting Policies and Procedures. The relevant portions of those policies are the foundation for the Equal Justice guidelines. Additionally, the Wyoming Civil Legal Services Act, Wyo. Stat. §§ 5-2-121 et. seq., establishes how funds from the account can and cannot be used. Unless otherwise approved by the Board of Commissioners, the following policies apply to all grant funded recipients:

I. **Overhead Expenses.** Equal Justice's ultimate legislative charge is to provide civil legal services to income-eligible individuals within the state, either directly or by facilitating other providers so that they can expand their capacity to serve. While the statute is not explicit in its details, an expense that can be tied directly to the provision of legal services aligns with legislative intent more so than one that is indirect. All expenses that can be accounted for as direct expenses should be tracked and accounted for as such. However, Equal Justice recognizes that there are some necessary expenses that are related to the work performed in fulfillment of the grant that may need to be allocated as indirect costs.. The following guidelines attempt to balance the direct and indirect expenses.

   (a) Office Supplies. Office supply expenses used for client communication and the provision of legal services necessary to fulfill the purposes of the grant can be reimbursed.

   (b) Rent. Equal Justice funds may only be used to pay rent for office space if explicitly approved and authorized by Equal Justice as part of the grant contract prior to incurring the expense.

   (c) Office Equipment. Equipment cannot be purchased using Equal Justice funds. Equipment includes, but is not limited to, computers, printers, fax machines and phones.

II. **Meals associated with Business Purposes.** The general rule is that meals and entertainment costs are not compensated by Equal Justice unless deemed <u>necessary</u> for a particular function and approved in advance by Equal Justice. Therefore, Grantees generally cannot be reimbursed for meals. This includes, but is not limited to:

   (a) Business meetings with stakeholders, even if scheduled over breakfast, lunch or dinner.

(b) Recruitment events with attorneys or other parties interested in collaborating with the Grantee.

(c) Receptions and social functions hosted by Grantee to network and/or provide public outreach.

III. **Travel.** Travel by Grantee's staff that is necessary for Grantee to fulfill its agreement with Equal Justice will be reimbursed according to the following guidelines:

(a) Mileage and Gas. Grantee will be reimbursed no more than the rate set by the State of Wyoming, which is subject to change at any time. The State of Wyoming mileage rate can be found at http://sao.wyo.gov/agency-resources/quality-assurance/quality-assurance-preaudit (See Governor's Memo on Mileage Rate of Personal Vehicles).

(b) Lodging. Reasonable lodging expenses will be reimbursed. Receipts must accompany any request for reimbursement of lodging accommodations.

(c) Meals. Meals may be reimbursed up to a reasonable per diem amount set by Grantee, but shall not exceed the daily per diem rate authorized by the State of Wyoming. Per diem reimbursement may not include expenses for alcohol.

(d) Time. Time spent traveling that is directly related to work necessary to fulfill the grant agreement with Equal Justice will be compensated.

Revised policy adopted March 22, 2018.

Attachment E

EQUAL JUSTICE WYOMING
CASE REPORTING GUIDE

1.1 Purpose

The purpose of the Case Reporting Guide is to provide instruction on how to count and document cases reported to Equal Justice Wyoming (Equal Justice). Case statistics alone are not determinative of the effectiveness of a legal aid program, but are an important indicator in evaluating a program's work. Equal Justice relies on statistical and other pertinent information in its biennial request for State funding for legal services, therefore, the accuracy of this data is important.

1.2 Scope

This Guide applies to the recording and reporting of cases, and sets forth requirements for accounting for both open and closed cases.

1.3 Effective Date

This Guide is effective July 1, 2015.

2.1 Definition of Case

For reporting purposes, a case is defined as the provision of permissible legal assistance to an eligible client with a legal problem, accepted for assistance in accordance with the requirements of the Wyoming Civil Legal Services Act, regulations, policies established by Equal Justice, and other applicable law. Only cases that meet Equal Justice eligibility criteria should be reported to Equal Justice.

Legal services programs may record and report the provision of legal assistance as a case only if:

(a) the client is financially and otherwise eligible to receive legal assistance under the Wyoming Civil Legal Services Act, regulations, and other applicable law;

(b) the client's case is an eligible case or matter type and is not prohibited by the Wyoming Civil Legal Services Act, regulations, or policies established by Equal Justice Wyoming;

(c) the legal services program has actually accepted the client for services through established procedure for ensuring client eligibility.

2.2 Definition of Legal Assistance

Legal assistance is defined as the provision of limited service or extended service on behalf of a client or clients. Legal assistance is specific to the client's unique circumstances and involves a legal analysis that is tailored to the client's factual situation. Legal assistance involves applying

legal judgment in interpreting the particular facts and in applying relevant law to the facts presented and creates an attorney-client relationship.

2.3 Definition of Legal Information

Legal information is defined as the provision of substantive information not tailored to address a person's specific legal problem. It is general and does not involve applying legal judgment and does not recommend a specific course of action. The provision of legal information does not create an attorney-client relationship and is not reportable as a case.

2.4 Definition of Client

For Equal Justice reporting purposes, a client is defined as a person who is:

(a) financially and otherwise eligible to receive legal assistance under the Civil Legal Services Act, regulations, and other applicable law, accepted and billed to Equal Justice funds; and

(b) accepted for legal assistance through an intake system or other established program procedure for ensuring client eligibility.

To be eligible for and accepted for legal assistance and to be reported as an Equal Justice case, a client must meet the financial, and other eligibility requirements of the Civil Legal Services Act, regulations, and policies established by Equal Justice.

2.5 Who Can Provide Legal Assistance

Legal assistance in a case must be provided by an attorney authorized to practice law in Wyoming or a non-attorney under the direct supervision of a licensed attorney in accordance with the rules of practice of law for the State of Wyoming. A person providing assistance in a case must keep records of the work provided.

3.1 Recording Cases

Programs shall utilize some form of a case management system or database along with procedures that ensure that information necessary for the effective management of cases is accurately and timely recorded.

3.2 Reporting Cases Only Once

Programs shall ensure that cases involving the same client and same legal problem are not recorded and reported to Equal Justice more than once.

3.3 Timely Closing and Reporting of Cases

Programs shall ensure the timely closing of cases so that case service reports submitted to Equal Justice contain current and accurate information about both open and closed cases for the grant year (July 1 through June 30).

3.5 Identification of Non-Reportable Cases

Programs shall establish a method in their case management systems or databases that will de-select case files for Equal Justice case reporting that were opened as eligible under an Equal Justice grant but are not reportable to Equal Justice as cases. Examples of such case files include: (1) case files properly opened where the client withdrew before any legal assistance could be rendered, (2) case files where the client gave the program erroneous information at intake and the correction of which showed that the client was ineligible, (3) case files where administrative or computer error caused a case to be opened when no case should have been opened, (4) duplicate case files, (5) case files where closure is untimely, or (6) case files where the required documentation is not present.

4.1 General Requirement

For each grant year, recipients shall report case service information to Equal Justice as part of the quarterly and final grant report to be submitted as scheduled in the grant award document. Case information reported to Equal Justice shall include both numbers of cases opened and closed during the grant period. This shall be reported in the format provided by Equal Justice.

4.2 Private Attorney Involvement Cases

If a program provides services through a Private Attorney Involvement program funded by Equal Justice, for each grant year, any program receiving money for PAI cases should report those separately from their staff cases and clearly identify those cases as PAI cases.

4.3 Reporting Only Equal Justice-Eligible Cases

Recipients should report only cases in which there has been an eligibility determination showing that the client meets Equal Justice eligibility requirements, and only those cases which Equal Justice is the source of funding supporting the cases, provided such cases are completed by the recipient or by PAI attorneys. Cases without such eligibility determinations may not be reported to Equal Justice.

4.4 Reporting for Separate Grants

Recipients receiving funding for more than one Equal Justice grant shall report case service information separately for each separate grant for which Equal Justice funding is received.

5.1 General Requirement

For each case reported to Equal Justice, programs shall record case and client information necessary for effective case management, either through electronic entries in an automated case

management system or database, through notations on an intake sheet or other hard-copy document in a case file, or through other appropriate means.

5.2 Requirements Pertaining to Client Eligibility

In addition, for each case reported to Equal Justice, programs shall document that a determination of client eligibility was made in accordance with Equal Justice requirements. The documentation of eligibility shall be recorded and shall be preserved for audit purposes for a period of no less than five years.

5.3 Income Documentation Requirements

At a minimum, for each case reported to Equal Justice, programs shall record the number of members in the applicant's household and the total income received by all members of the applicant's household. Program's intake procedures must include instructions to ask sufficient questions of the applicant to determine the total amount of household income and the program must be able to provide reasonable evidence that staff practice follows these procedures. A total amount of the applicant's household income must be recorded even if it is zero. In the case that the applicant's household reports zero income, the program shall ask further questions to determine the source of support and make a notation in the case file of the source of the applicant's support.

5.4 Asset Documentation Requirements

At a minimum, for each case reported to Equal Justice, Equal Justice funded programs shall document the total value of assets held by all members of the applicant's household.

Programs' intake procedures must include sufficient questions of the applicant to determine the total amount of non-excluded household assets and the program must be able to provide reasonable evidence that staff practice follows these procedures. Programs shall use the equity value of a non-excluded asset as opposed to its fair-market value in calculating asset eligibility.[1] A total value of the applicant's non-excluded household assets must be recorded, even if it is below the asset ceiling or zero.

5.6 Legal Assistance Documentation Requirements

For each case reported to Equal Justice, the client's case file or the case management system must contain a description of the legal assistance provided to the client. Such description should be sufficient to document that the assistance is a case and to support the level of assistance selected by the program to close the case.

6.1 Case Service Definitions

[1] For example, a client's asset could have a fair-market value of $30,000 but if it is encumbered by a loan in the amount of $28,000, the client's equity value in the asset would be only $2,000.

When closing individual cases, programs shall report each case once according to the level of case service that best reflects, in accordance with the definitions and guidance contained in this Guide, the level of assistance which the program provided during the course of the case.

6.2 Cases Involving Multiple Levels of Assistance

The program shall report only the highest level of service provided when a program provides more than one type of assistance to an eligible client during the same grant reporting year when attempting to resolve essentially the same legal problem, as demonstrated by the factual circumstances giving rise to the problem. For example, if a program initially provides Advice and Counsel in an attempt to resolve a client's legal problem, and the program later negotiates a settlement with an opposing party with respect to the same legal problem, the program shall report the case only once as a Negotiated Settlement.[2]

6.3 Cases Involving Repeated Instances of Assistance

The program shall report repeated instances of assistance to the client as a single case when a program provides assistance more than once within the same grant year to an eligible client who has returned to the program with essentially the same legal problem, as demonstrated by the factual circumstances giving rise to the problem. For example, if a program assists a client on two or more occasions with an on-going problem, the factual circumstances of which remain essentially the same over time, the program shall report its assistance to the client as a single case, even if the program has provided Counsel and Advice or Limited Action to the client on more than one occasion within the same grant year.

6.4 Cases Involving Related Legal Problems

For cases involving related legal problems:

(a) **For Counsel and Advice (Closure Category A) cases only,** legal assistance rendered to a client on related legal issues contemporaneously or within a brief time frame is counted as one case. However, two or more cases may be reported if the legal issues are sufficiently different, as evidenced by the presence of:

(i) legal issues that fall into different Legal Problem Categories, such as Family and Housing;

(ii) legal issues that fall into different Legal Problem Codes within either the Individual Rights or Miscellaneous Legal Problem Categories;

[2] This requirement applies during the course of the grant year. If a program has already closed and reported a case in one grant year, and the client returns for additional service in a subsequent grant year, the program must report the additional service as a separate case in the subsequent year, provided that the case otherwise meets the requirements and definitions of this Guide.

(iii) legal issues that involve different potentially adverse parties, even if they are in the same Legal Problem Category or Code; or

(iv) legal issues that relate to substantially different underlying facts.

(b) **For all other cases (Closure Categories B to L),** programs shall report related legal problems of an eligible client as a single case when the program representing the client attempts to resolve the related legal problems simultaneously through a single legal process. For court cases, if the legal problems are resolved under one Civil Action Number, only one case is reported. If there are multiple Civil Action Numbers, then multiple cases are counted. For example, if a client seeks assistance with related child custody and support problems, and the program assists the client by preparing a pleading or other document that addresses both problems, then the program shall report its assistance to the client as a single case. However, if child custody and child support are addressed in different actions or in different courts, then more than one case should be reported for the client.

6.5 Cases Involving Appeals

If a program represents a client in a case at the trial court and/or administrative agency level and then represents the client in an appeal of that case to an appellate court, the program should report the trial court or administrative agency decision below as one case.[3] A separate case should be opened for the appeal.[4] If a program represents a client in a case remanded back to the lower court or administrative agency, the appeal should be closed under Closure Category I(c) and a new case opened for the proceedings in the lower court or administrative agency on remand.

6.6 Alternative Forms of Service

Programs may provide alternative forms of service such as, *pro se* clinics, workshops, legal education, kiosks, and web assistance.

(a) However, such alternative service may not be reported as a case unless:

(i) the service provided qualifies as a case, as defined by § 2.1 of this Guide;[5]

[3] Note that only appeals **to an appellate court** fall within the definition of appeals in this Chapter and within the parallel definition of appeals in Chapter VIII, Closure Category I(c). "Appeals" from an administrative agency to a trial court or from a lower level trial court to a higher level trial court are not included and should be reported as only one case under Closure Category I(b).

[4] Prior to opening a new case as an appeal or remand under § 6.5, a new client eligibility determination is required as well as an assessment of merit.

[5] A program may not provide legal assistance contrary to the Equal Justice grant agreement and the Wyoming Civil Legal Services Act, regulations and other applicable law, as part of a workshop, clinic, or other alternate form of service.

(ii) the service provided qualifies as legal assistance;

(iii) the person receiving the service is a client; and

(iv) the person providing the service is an attorney or a non-attorney under the direct supervision of a licensed attorney in accordance with the rules of practice in Wyoming.

(b) Related services provided to the same client with respect to essentially the same legal problem are reported to Equal Justice only as specified by §§ 6.2 and 6.3 of this Guide.

(c) Programs may report alternative forms of service provided in § 6.6 under the category that best fits the actual service provided as defined by this Guide. If the program provides legal information as opposed to legal assistance, the service provided is not reportable as a case.[6]

7.1 Referrals of Ineligible Applicants

Programs may report as cases only those services provided to clients who are eligible for, and have been accepted for, legal assistance through a program's intake system or other procedure for verifying case and client eligibility. Referrals of applicants who are ineligible for assistance under an Equal Justice grant may not be reported as cases. Similarly, referrals of applicants who are not accepted for service, because their legal problems are outside of program priorities, may not be reported as cases.

7.2 Referrals of Eligible Applicants

Programs may not report the referral of an eligible applicant as a case when the referral is the only form of assistance which the applicant receives from the program.

8.1 Purpose of Case Closure Categories

The purpose of case closure categories is to delineate the level of service provided to the client in each case. This Chapter includes definitions of common levels of case services which programs provide to eligible clients during the course of a case. All legal assistance recorded and reported to Equal Justice as a case must:

(a) qualify as a case, as defined by this Guide;[7]

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[6] *See also* ABA Standards for the Provision of Civil Legal Aid (2006), Standard 3.6 on the Provision of Legal Information.

[7] As specified by § 6.6 of this Guide, the provision of direct legal advice to a client in a *pro se* clinic or workshop qualifies as a case which may be reported to Equal Justice if the provision of advice meets the definition of a case

(b) be provided to an eligible client, as defined by this Guide; and

(c) be documented as required by this Guide.

8.2 LIMITED SERVICE CASE CATEGORIES[8]

Category A – Counsel and Advice

A case closed in which the program provided legal advice to an eligible client should be closed as Counsel and Advice (e.g., the advocate ascertained and reviewed relevant facts, exercised judgment in interpreting the particular facts presented by the client and in applying the relevant law to the facts presented, and counseled the client concerning his or her legal problem).

Category B – Limited Action

A case closed in which the program took limited action(s) on behalf of an eligible client that addressed the client's legal problem that is not so complex or extended as to meet the requirements for Category L should be closed as Limited Action. Examples include, communications by letter, telephone or other means to a third party; preparation of a simple legal document such as a routine will or power of attorney; or legal assistance to a *pro se* client that involves assistance with preparation of court or other legal documents.

8.3 EXTENDED SERVICE CASE CATEGORIES

Category F – Negotiated Settlement Without Litigation

A case closed in which the program negotiated and reached an actual settlement[9] on behalf of a client without any court or administrative actions pending should be closed as Negotiated Settlement Without Litigation. This category should be reserved for cases in which the program conferred with another party so as to reach a resolution of the client's legal problem. This category includes settlements negotiated with an administrative agency prior to the filing of a formal administrative proceeding.

Category G – Negotiated Settlement With Litigation

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found in § 2.1 of this Guide and the person receiving the advice meets the definition of a client found in § 2.3 of this Guide.

[8] Closure Categories A and B include cases in which a referral has been made after the legal assistance was provided. Referrals without the provision of legal assistance should not be reported as a case.

[9] The file should contain documentation of the settlement. *Pro se* cases cannot be closed in this category.

A case closed in which the program negotiated and reached an actual settlement on behalf of a client while a court or formal administrative action was pending should be closed as Negotiated Settlement With Litigation. This category should be reserved for cases in which the program conferred with another party so as to reach a resolution of the client's legal problem. Settlements of pending court or administrative actions should be closed in this category even if the court or administrative agency issues an order memorializing the settlement.

This category includes only: (1) cases in which an appearance has been entered before a court or administrative agency as counsel of record; or (2) cases in which the settlement was reached prior to the program's entry as counsel of record, provided that the program was actually representing the client in the negotiations (not assisting a *pro se* client) and provided that there is documentation of the settlement in the case file.

Category H – Administrative Agency Decision

A case closed in which the program represented a client in an administrative agency action that resulted in a case-dispositive decision by the administrative agency or body, after a hearing or other formal administrative process (e.g., a decision by the hearings office of a welfare department), should be closed as an Administrative Agency Decision. This category does not include settlements made during the course of litigation that are then approved by the administrative agency, voluntary dismissals or the grant of a motion to withdraw as counsel. If the case is resolved informally through contacts with an administrative agency, but without any formal administrative agency action, the case should be closed as Categories B – Limited Action or F – Negotiated Settlement without Litigation, depending on the level of service.

Category I – Court Decision

A case closed in which the program represented[10] a client in a court proceeding that resulted in a case dispositive decision made by the court should be closed as a Court Decision.[11] This category is divided into the following three subcategories:

(a) Uncontested Court Decisions – either there is no adverse party or the adverse party does not contest the case;

(b) Contested Court Decisions – there is an adverse party and that party contests the case;

(c) Appeals to an appellate court taken from a decision of any court or tribunal. This category does not include appeals or writs taken from administrative agency

[10] Only cases in which the program attorney or advocate or PAI attorney is entered as counsel of record may be closed as Closure Category H or I. Assistance to *pro se* litigants cannot be closed in Closure Categories H or I.

[11] This does not include settlements made during the course of litigation approved by the administrative agency or court, voluntary dismissals or the grant of a motion to withdraw as counsel. However, although it may not be technically case dispositive, a case closed after a TRO or similar interim order made on the merits has been entered, may be closed in this category when the litigation is not pursued further.

decisions or lower trial court decisions to a higher level trial court acting as an appellate court, whether they are on the record or *de novo* proceedings.[12]

Category K – Other

A closed case that does not fit any of the other case closure categories should be closed as Other. Cases which fit two or more categories may not be closed in this category, but should be closed in the category which best reflects the level of service provided.

Category L – Extensive Service (not resulting in Settlement or Court or Administrative Action)

A case closed in which the program undertook extensive research, preparation of complex legal documents, extensive interaction with third parties on behalf of an eligible client, or extensive on-going assistance to clients who are proceeding *pro se* should be closed as Extensive Service. Some examples of extensive service include the preparation of complex advance directives, wills, contracts, real estate documents or other legal documents, or the provision of extensive transactional work. This category also includes cases closed after extensive interaction or negotiations with another party which do not result in a negotiated settlement. In addition, cases closed after litigation is initiated in which the program appears as counsel of record that do not result in a negotiated settlement, administrative agency or court decision, or in which an order of withdrawal or voluntary dismissal is entered should be closed in this category.[13]

10. Legal Problem Categories and Codes.

This section lists common types of legal problems experienced by clients. Each closed case is to be assigned a numeric Legal Problem Code describing the type of legal problem. Legal Problem Codes are grouped in ten broad Legal Problem Categories and are set out below:

CONSUMER/FINANCE

01 – Bankruptcy/Debtor Relief
02 – Collection (Including Repossession/Deficiency/Garnishment)
03 – Contracts/Warranties
04 – Collection Practices/Creditor Harassment
05 – Predatory Lending Practices (Not Mortgages)
06 – Loans/Installment Purchase (Not Collections)

[12] Such cases should be closed only once as Closure Category I(b) – Contested Court Decision.

[13] This closure category should be reserved for cases in which the assistance the program provides clearly exceeds the amount of work that would be performed for Closure Categories A – Counsel and Advice or B – Limited Action and no other closing code is appropriate. Factors that favor selection of Closure Category L include but are not limited to: (1) a high level of factual complexity; (2) a highly sophisticated legal analysis; (3) drafting of non-routine original pleadings or legal documents; and (4) significant legal research. Although not controlling, programs may also consider whether a substantial amount of time was charged to the case as evidence of extensive services.

07 – Public Utilities
08 – Unfair and Deceptive Sales and Practices (Not Real Property)
09 – Other Consumer/Finance

EDUCATION

11 – Reserved
12 – Discipline (Including Expulsion and Suspension)
13 – Special Education/Learning Disabilities
14 – Access (Including Bilingual, Residency, Testing)
15 – Vocational Education
16 – Student Financial Aid
19 – Other Education

EMPLOYMENT

21 – Employment Discrimination
22 – Wage Claims and other FLSA (Fair Labor Standards Act) Issues
23 – EITC (Earned Income Tax Credit)
24 – Taxes (Not EITC)
25 – Employee Rights
26 – Agricultural Worker Issues (Not Wage Claims/FLSA Issues)
29 – Other Employment

FAMILY

30 – Adoption
31 – Custody/Visitation
32 – Divorce/Separation/Annulment
33 – Adult Guardian/Conservatorship
34 – Name Change
35 – Parental Rights Termination
36 – Paternity
37 – Domestic Abuse
38 – Support
39 – Other Family

JUVENILE

41 – Delinquent

42 – Neglected/Abused/Dependent
43 – Emancipation
44 – Minor Guardian/Conservatorship
49 – Other Juvenile

HEALTH

51 – Medicaid
52 – Medicare
53 – Government Children's Health Insurance Programs
54 – Home and Community Based Care
55 – Private Health Insurance
56 – Long Term Health Care Facilities
57 – State and Local Health
59 – Other Health

HOUSING

61 – Federally Subsidized Housing
62 – Homeownership/Real Property (Not Foreclosure)
63 – Private Landlord/Tenant
64 – Public Housing
65 – Mobile Homes
66 – Housing Discrimination
67 – Mortgage Foreclosures (Not Predatory Lending/Practices)
68 – Mortgage Predatory Lending/Practices
69 – Other Housing

INCOME MAINTENANCE

71 – TANF
72 – Social Security (Not SSDI)
73 – Food Stamps
74 – SSDI
75 – SSI
76 – Unemployment Compensation
77 – Veterans Benefits
78 – State and Local Income Maintenance
79 – Other Income Maintenance

INDIVIDUAL RIGHTS

81 – Immigration/Naturalization
82 – Mental Health
84 – Disability Rights
85 – Civil Rights
86 – Human Trafficking
89 – Other Individual Rights

MISCELLANEOUS

91 – Legal Assistance to Non-Profit Organization or Group (Including Incorporation/Dissolution)
92 – Indian/Tribal Law
93 – Licenses (Drivers, Occupational, and Others)
94 – Reserved
95 – Wills/Estates
96 – Advance Directives/Powers of Attorney
97 – Municipal Legal Needs
99 – Other Miscellaneous

ATTACHMENT 3

Performance Measures for

Equal Justice Wyoming Civil Legal Aid Grants

Performance Area 1: Effective and High-Quality Legal Assistance

OBJECTIVES:

- Ensure legal assistance is responsive to client needs and aligned with program priorities.
- Deliver services that meet professional standards of competence, diligence, and ethics.
- Regularly assess and improve service delivery through training, supervision, and peer review.

PERFORMANCE MEASURES:

For delivering direct legal services:

- Number of clients served: Total unduplicated individuals receiving legal assistance.
- Number of cases opened and closed: Total number of unduplicated cases opened and closed.
- Geographic coverage: Percentage of Wyoming counties with clients served.
- Demographics reached: Demographics of clients served (race, gender, disability, rural vs. urban). Percentage of clients served who are within specially designated populations, such as rural, seniors, veterans, survivors of domestic violence, LEP, persons with disabilities, etc.
- Number of individuals assisted with pro se support (e.g., through clinics, help desks, or guides).
- Level of service provided.
- Case type.

For non-direct services:

- Number of informational resources developed/distributed (e.g., legal guides, workshops, videos)
- Number of workshops or clinics held, and average attendance
- Increase in service capacity or geographic coverage (e.g., number of counties served before/after)

Case Outcomes

- Cases closed with a successful outcome: Percentage of closed cases where client obtained or maintained benefits, housing, safety, or other relief.
- Preventive outcomes: Number of clients who avoided eviction, foreclosure, debt or financial loss, or loss of essential benefits due to legal aid intervention.

- Percentage of services provided in high-need areas of law (e.g., housing, family law, income maintenance).
- Policy or practice changes: Number of systemic issues addressed through impact litigation, advocacy, or partnerships.

Efficiency and Capacity

- Leverage of pro bono/volunteer services: Number of pro bono attorney hours contributed or value of services leveraged.

Performance Area 2: Engagement with the Client Community and Other Stakeholders

OBJECTIVES

- Conduct outreach to identify and understand the legal needs of eligible clients.
- Collaborate with community partners to maximize access to justice.
- Involve clients and stakeholders in program planning and evaluation.

PERFORMANCE MEASURES:

Collaboration

- Number of community outreach events or joint services provided with community partners.

Client Experience and Quality Assurance

- Client feedback: Number of clients who completed a client satisfaction survey.
- Client Needs: Responses or changes that address clients' feedback.

Accessibility

- Language access provided (e.g., number of clients served in non-English languages).
- Number of accessibility improvements made (e.g., ADA compliance, document readability).