



1           **(b) The direct-support organization must be organized**  
2 **and operated to conduct programs and activities; raise funds;**  
3 **request and receive grants, gifts, and bequests of moneys;**  
4 **acquire, receive, hold, invest, and administer, in its own**  
5 **name, securities, funds, objects of value, or other property,**  
6 **real or personal; and make expenditures to or for the direct**  
7 **or indirect benefit of the Statewide Guardian Ad Litem Office.**

8           **(c) If the executive director of the Statewide**  
9 **Guardian Ad Litem Office determines the direct-support**  
10 **organization is operating in a manner that is inconsistent**  
11 **with the goals and purposes of the Statewide Guardian Ad Litem**  
12 **Office or not acting in the best interest of the state, the**  
13 **executive director may terminate the contract and thereafter**  
14 **the organization may not use the name of the Statewide**  
15 **Guardian Ad Litem Office.**

16           **(2) CONTRACT.--The direct-support organization shall**  
17 **operate under a written contract with the Statewide Guardian**  
18 **Ad Litem Office. The written contract must, at a minimum,**  
19 **provide for:**

20           **(a) Approval of the articles of incorporation and**  
21 **bylaws of the direct-support organization by the executive**  
22 **director of the Statewide Guardian Ad Litem Office.**

23           **(b) Submission of an annual budget for approval by the**  
24 **executive director of the Statewide Guardian Ad Litem Office.**

25           **(c) The reversion without penalty to the Statewide**  
26 **Guardian Ad Litem Office, or the state if the Statewide**  
27 **Guardian Ad Litem Office ceases to exist, of all moneys and**  
28 **property held in trust by the direct-support organization for**  
29 **the Statewide Guardian Ad Litem Office if the direct-support**  
30 **organization ceases to exist or if the contract is terminated.**

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1           (d) The fiscal year of the direct-support  
2 organization, which must begin July 1 of each year and end  
3 June 30 of the following year.

4           (e) The disclosure of material provisions of the  
5 contract and the distinction between the Statewide Guardian Ad  
6 Litem Office and the direct-support organization to donors of  
7 gifts, contributions, or bequests, as well as on all  
8 promotional and fundraising publications.

9           (3) BOARD OF DIRECTORS.--The executive director of the  
10 Statewide Guardian Ad Litem Office shall appoint a board of  
11 directors for the direct-support organization. The executive  
12 director may designate employees of the Statewide Guardian Ad  
13 Litem Office to serve on the board of directors. Members of  
14 the board shall serve at the pleasure of the executive  
15 director.

16           (4) USE OF PROPERTY AND SERVICES.--The executive  
17 director of the Statewide Guardian Ad Litem Office:

18           (a) May authorize the use of facilities and property  
19 other than money which are owned by the Statewide Guardian Ad  
20 Litem Office to be used by the direct-support organization.

21           (b) May authorize the use of personal services  
22 provided by employees of the Statewide Guardian Ad Litem  
23 Office. For the purposes of this section, the term "personal  
24 services" includes full-time personnel and part-time personnel  
25 as well as payroll processing.

26           (c) May prescribe the conditions by which the  
27 direct-support organization may use property, facilities, or  
28 personal services of the office.

29           (d) May not authorize the use of property, facilities,  
30 or personal services of the direct-support organization if the  
31 organization does not provide equal employment opportunities

1 to all persons, regardless of race, color, religion, gender,  
2 age, or national origin.

3 (5) MONEYS.--Moneys of the direct-support organization  
4 may be held in a separate depository account in the name of  
5 the direct-support organization and subject to the provisions  
6 of the contract with the Statewide Guardian Ad Litem Office.

7 (6) ANNUAL AUDIT.--The direct-support organization  
8 shall provide for an annual financial audit in accordance with  
9 s. 215.981.

10 (7) LIMITS ON DIRECT-SUPPORT ORGANIZATION.--The  
11 direct-support organization may not exercise any power under  
12 s. 617.0302(12) or (16). A state employee may not receive  
13 compensation from the direct-support organization for service  
14 on the board of directors or for services rendered to the  
15 direct-support organization.

16 Section 2. This act shall take effect July 1, 2007.  
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1                   STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN  
2                   COMMITTEE SUBSTITUTE FOR  
3                   Senate Bill 1612

4 The strike all amendment replaces the existing bill with the  
5 following changes:

- 6 - Removes the Definitions subsection and integrates the  
7 definitions into the bill.
- 8 - Empowers the Executive Director of the Statewide Guardian  
9 Ad Litem Office (SGALO) to terminate the direct-support  
10 organization (DSO) contract if the Executive Director  
11 finds that the DSO is acting in a manner inconsistent  
12 with the goals of the SGALO.
- 13 - Reverts money and property from the DSO to the state if  
14 the SGALO ceases to exist.
- 15 - Stipulates that members of the board shall serve at the  
16 pleasure of the Executive Director.
- 17 - Removes the rule making authority for the Executive  
18 Director of the SGALO.
- 19 - Prohibits the DSO from exercising power under s.  
20 617.0302(12) or (16), F.S., and prohibits a state  
21 employee from receiving compensation from the DSO.
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