

Amendment No.

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	_____	(Y/N)
ADOPTED AS AMENDED	_____	(Y/N)
ADOPTED W/O OBJECTION	_____	(Y/N)
FAILED TO ADOPT	_____	(Y/N)
WITHDRAWN	_____	(Y/N)
OTHER		

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1 Committee/Subcommittee hearing bill: State Affairs Committee  
 2 Representative Yarkosky offered the following:

**Amendment (with title amendment)**

Between lines 45 and 46, insert:

6 Section 2. For the purpose of incorporating the amendment  
 7 made by this act to section 287.058, Florida Statutes, in a  
 8 reference thereto, subsection (5) of section 287.0571, Florida  
 9 Statutes, is reenacted to read:

287.0571 Business case to outsource; applicability.—

11 (5) In addition to the contract requirements provided in  
 12 s. 287.058, each contract for a proposed outsourcing, pursuant  
 13 to this section, must include, but need not be limited to, the  
 14 following contractual provisions:

15 (a) A scope-of-work provision that clearly specifies each  
 16 service or deliverable to be provided, including a description

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17 of each deliverable or activity that is quantifiable,  
18 measurable, and verifiable. This provision must include a clause  
19 that states if a particular service or deliverable is  
20 inadvertently omitted or not clearly specified but determined to  
21 be operationally necessary and verified to have been performed  
22 by the agency within the 12 months before the execution of the  
23 contract, such service or deliverable will be provided by the  
24 contractor through the identified contract-amendment process.

25 (b) A service-level-agreement provision describing all  
26 services to be provided under the terms of the agreement, the  
27 state agency's service requirements and performance objectives,  
28 specific responsibilities of the state agency and the  
29 contractor, and the process for amending any portion of the  
30 service-level agreement. Each service-level agreement must  
31 contain an exclusivity clause that allows the state agency to  
32 retain the right to perform the service or activity, directly or  
33 with another contractor, if service levels are not being  
34 achieved.

35 (c) A provision that identifies all associated costs,  
36 specific payment terms, and payment schedules, including  
37 provisions governing incentives and financial disincentives and  
38 criteria governing payment.

39 (d) A provision that identifies a clear and specific  
40 transition plan that will be implemented in order to complete  
41 all required activities needed to transfer the service or

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42 activity from the state agency to the contractor and operate the  
43 service or activity successfully.

44 (e) A performance-standards provision that identifies all  
45 required performance standards, which must include, at a  
46 minimum:

47 1. Detailed and measurable acceptance criteria for each  
48 deliverable and service to be provided to the state agency under  
49 the terms of the contract which document the required  
50 performance level.

51 2. A method for monitoring and reporting progress in  
52 achieving specified performance standards and levels.

53 3. The sanctions or disincentives that shall be imposed  
54 for nonperformance by the contractor or state agency.

55 (f) A provision that requires the contractor and its  
56 subcontractors to maintain adequate accounting records that  
57 comply with all applicable federal and state laws and generally  
58 accepted accounting principles.

59 (g) A provision that authorizes the state agency to have  
60 access to and to audit all records related to the contract and  
61 subcontracts, or any responsibilities or functions under the  
62 contract and subcontracts, for purposes of legislative  
63 oversight, and a requirement for audits by a service  
64 organization in accordance with professional auditing standards,  
65 if appropriate.

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66 (h) A provision that requires the contractor to interview  
67 and consider for employment with the contractor each displaced  
68 state employee who is interested in such employment.

69 (i) A contingency-plan provision that describes the  
70 mechanism for continuing the operation of the service or  
71 activity, including transferring the service or activity back to  
72 the state agency or successor contractor if the contractor fails  
73 to perform and comply with the performance standards and levels  
74 of the contract and the contract is terminated.

75 (j) A provision that requires the contractor and its  
76 subcontractors to comply with public records laws, specifically  
77 to:

78 1. Keep and maintain the public records that ordinarily  
79 and necessarily would be required by the state agency in order  
80 to perform the service or activity.

81 2. Provide the public with access to such public records  
82 on the same terms and conditions that the state agency would  
83 provide the records and at a cost that does not exceed that  
84 provided in chapter 119 or as otherwise provided by law.

85 3. Ensure that records that are exempt or records that are  
86 confidential and exempt are not disclosed except as authorized  
87 by law.

88 4. Meet all requirements for retaining records and  
89 transfer to the state agency, at no cost, all public records in  
90 possession of the contractor upon termination of the contract

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91 and destroy any duplicate public records that are exempt or  
92 confidential and exempt. All records stored electronically must  
93 be provided to the state agency in a format that is compatible  
94 with the information technology systems of the state agency.

95 (k)1. A provision that provides that any copyrightable or  
96 patentable intellectual property produced as a result of work or  
97 services performed under the contract, or in any way connected  
98 with the contract, shall be the property of the state, with only  
99 such exceptions as are clearly expressed and reasonably valued  
100 in the contract.

101 2. A provision that provides that, if the primary purpose  
102 of the contract is the creation of intellectual property, the  
103 state shall retain an unencumbered right to use such property.

104 (l) If applicable, a provision that allows the agency to  
105 purchase from the contractor, at its depreciated value, assets  
106 used by the contractor in the performance of the contract. If  
107 assets have not depreciated, the agency shall retain the right  
108 to negotiate to purchase at an agreed-upon cost.

109 Section 3. For the purpose of incorporating the amendment  
110 made by this act to section 287.058, Florida Statutes, in a  
111 reference thereto, subsection (13) of section 1002.84, Florida  
112 Statutes, is reenacted to read:

113 1002.84 Early learning coalitions; school readiness powers  
114 and duties.—Each early learning coalition shall:

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115 (13) Comply with federal procurement requirements and the  
116 procurement requirements of ss. 215.971, 287.057, and 287.058,  
117 except that an early learning coalition is not required to  
118 competitively procure direct services for school readiness  
119 program and Voluntary Prekindergarten Education Program  
120 providers.

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**T I T L E A M E N D M E N T**

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Between lines 5 and 6, insert:

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reenacting ss. 287.0571(5) and 1002.84(13), F.S., relating to

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contract requirements for proposed outsourcing and procurement

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contract requirements for early learning coalitions,

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respectively, to incorporate the amendment made to s. 287.058,

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F.S., in references thereto;