The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Banking and Insurance

BILL: SB 1600

INTRODUCER: Senator Young

SUBJECT: Viatical Settlement Contracts

DATE: March 24, 2017 REVISED:

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Knudson	Knudson	BI	**Pre-meeting**
2.			AP	
3.			RC	

I. Summary:

SB 1600 amends the Viatical Settlement Act, ss. 626.991 – 626.99295, F.S. A viatical settlement contract is a written agreement entered into between the owner of a life insurance policy, referred to as the viator, and a viatical settlement provider wherein the viator agrees to transfer ownership or change the beneficiary designation of a life insurance policy at a later date in exchange for compensation paid to the viator. The compensation paid to the viator is generally less than the expected death benefit under the policy. Rather than retaining the policy, the provider usually sells all or part of the policy to one or more investors. In return for providing funds, these investors receive the death benefit, or a proportionate share thereof, upon the passing of the insured.

The bill provides greater specificity regarding fraudulent, deceptive, and prohibited practices that are subject to administrative sanctions by the Office of Insurance Regulation (OIR) and felony criminal sanctions. The bill does this by defining actions that constitute "fraudulent viatical settlement acts;" and including their commission as prohibited practices under ss. 626.99275, F.S.

The bill makes engaging in a stranger-originated life insurance (STOLI) practice a felony fraudulent viatical settlement act and makes STOLI contracts void and unenforceable. Stranger-originated life insurance is somewhat similar to a viatical transaction, with the key difference that the individual who obtains a life insurance policy does so for the express purpose of assigning the policy in exchange for compensation, thus violating Florida law requiring beneficiaries to have an insurable interest in the life of the policyholder. In a proper viatical settlement, the insurance policy was originally purchased with the intent that benefits would be paid to persons or entities with an insurable interest – a reasonable expectation of a monetary benefit from the continued well-being of the life being insured.

The bill increases the contestability period for viatical settlement agreements from 2 years to 5 years. Florida law prohibits the creation of a viatical settlement contract during the contestability period unless the viator certifies that he or she meets an exception that justifies viatication of the policy. The bill specifies that the viator must, to claim an exception, execute a sworn affidavit and document that an exception applies. Such exceptions include, but are not limited to, the viator is terminally or chronically ill, is retired, has a disability preventing full-time employment, experienced the divorce or death of a spouse, or the owner of the policy is not a natural person. The bill allows viatication after 2 years if prior to the issuance date of the policy: premiums were funded with unencumbered assets, no agreement to sell the policy was made, and the insured and the policy were not evaluated for settlement.

The bill will take effect upon becoming law.

II. Present Situation:

Life Insurance – Insurable Interests

A fundamental concept in life insurance is that the purchaser and beneficiary of an insurance policy must have an insurable interest—a reasonable expectation of a monetary benefit from the continued well-being of the life being insured. In the context of life insurance, the insurable interest prevents purchasing insurance as a form of gambling on the death of the insured, which creates a moral hazard for the purchaser who may be tempted to create a situation where he or she will be able to collect on the policy.

The insurance interest requirement for life insurance can be found in the Florida Statutes at s. 627.404, F.S. Florida law prohibits the procurement of "an insurance contract on the life or body of another individual unless the insurance contract benefits are payable to the insured, his or her personal representatives, a person having an insurable interest in the insured when the contract was made."[1] Persons with insurable interest include the insured, family members and loved ones of the insured, others if the insured's life and health is of greatest benefit to them, trusts and trustees in specified circumstances, charitable organizations, and business organizations in specified circumstances.

Viatical Settlement Contracts - Background

A viatical settlement contract is a written agreement entered into between the owner[2] of a life insurance policy, referred to as the viator, and a viatical settlement provider wherein the viator agrees to transfer ownership or change the beneficiary designation of a life insurance policy at a later date in exchange for compensation paid to the viator.[3] The compensation paid to the viator is generally less than the expected death benefit under the policy. Rather than retaining the policy, the provider usually sells all or part of the policy to one or more investors. In return for providing funds, these investors receive the death benefit, or a proportionate share thereof, upon the passing of the insured.

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[1] The insurable interest need not exist after the inception date of coverage under the contract.
[2] Or certificateholder if a group policy.
[3] s. 626.9911, F.S.

Viatical settlements emerged during the HIV/AIDS epidemic in the 1980s, enabling terminally ill patients with short life expectancies who could no longer work and afford the policy premiums to sell their life insurance policies at a cash discount to pay for high medical care expenses. In the early days of the epidemic, AIDS patients generally died within months of their diagnoses, resulting in fairly quick, significant returns to investors,[4] who in those days were typically senior individuals who risked their savings in what was represented as a safe investment and marketed as a compassionate way to help dying patients. However, innovations in AIDS treatment in the early 1990s significantly improved life expectancies of AIDS patients, sometimes even outliving their investors, which disrupted mortality assumptions and diminished investor returns.

Two consequences resulted from the insureds of viaticated policies exceeding their life expectance. The first is that some viatical settlement providers stopped brokering new viatical settlements. The second, unfortunately, is that some viatical settlement providers engaged in fraudulent practices.[5]

An example cited by the Office of Insurance Regulation of such fraudulent activity was Mutual Benefits Corporation.[6] In 2004, the OIR suspended MBC's license and the United States Securities and Exchange Commission (SEC) filed an action in federal court seeking an injunction and the appointment of a receiver. The court-appointed receiver reported that MBC had fraudulently procured insurance policies with a total face value of approximately $1.4 billion. The SEC agreed to a $25 million settlement and referred the case to prosecutors. Federal prosecutors charged former company employees, most of whom have pled guilty and were sentenced to lengthy prison terms. A factual statement filed by an MBC employee described the scheme. Mutual Benefits Corporation would falsely promise investors a fixed rate of return but was unable to keep those promises because insureds lived longer than expected and their premiums had to be paid to keep the underlying policies in force. New investor sales were used to continue to pay premiums on the previously viaticated life insurance policies. The MBC experience and other fraudulent schemes led to the Legislature comprehensively reforming the regulation of the viatical settlement industry in 2005.

Today, the viatical settlement market is not limited to the purchase of the life insurance products of the terminally ill. Viatical settlement contracts are also entered into with non-terminally ill insureds that no longer want, need, or can afford their policies. These agreements, often referred to as life settlements, serve as an alternative to exercising a redemption or accelerated death benefit clause in life insurance policies.

Regulation of the Viatical Settlement Industry

Viatical settlement providers and viatical settlement brokers are required to obtain licensure from the Office of Insurance Regulation. The Viatical Settlement Act (Act)[7] sets forth requirements for licensure, annual reporting, disclosures to viators, transactional procedures, adoption of anti-

[4] Kelly J. Bozanic, *An Investment to Die For: From Life Insurance to Death Bonds, the Evolution and Legality of the Life Settlement Industry*, 113 PENN. ST. L. REV. 229, 233-234 (2008).
[5] Office of Insurance Regulation, *Secondary Life Insurance Market Report to the Florida Legislature* (Dec. 2013), p. 9.
[6] *See* Office of Insurance Regulation, *supra* note 5, at pg. 10.
[7] Ch. 96-336, Laws of Fla.

fraud plans, and administrative, civil, and criminal penalties. The Act also provides the OIR with examination and enforcement authority over viatical service providers and brokers; review and approval authority over the viatical settlement contracts and forms; rulemaking authority; and provided that a violation of the Act is an unfair trade practice under the Insurance Code. The Act does not authorize the OIR to regulate the rate or amount paid as consideration for a viatical settlement contract.[8]

In 2005, legislation was enacted that requires the investment transaction to be regulated as a security under ch. 517, F.S. These investments must be registered with either the Office of Financial Regulation (OFR) or the federal Securities and Exchange Commission. In addition, persons offering such investments must obtain licensure from the OFR and provide full and fair disclosures concerning viatical settlement investments to prospective investors. The 2005 legislation also provides that a person or firm who offers or attempts to negotiate a viatical settlement between an insured (viator) and a viatical service provider for compensation is a *viatical settlement broker* who must be licensed with the Department of Financial Services (DFS) as a life insurance agent with a proper appointment from a viatical service provider. Viatical settlement brokers owe a fiduciary duty to the viator.[9]

In 2013, the Legislature directed the OIR to review Florida law and regulations to determine whether there were adequate protections for purchasers of life insurance policies in the secondary life insurance market.[10] Following a public hearing conducted by the OIR, in which both life insurers and institutional investors participated, the OIR published a report, concluding that adequate protections for institutional purchasers in the secondary life insurance market existed and that their recommendations did not warrant legislative action at the time.[11]

Stranger-Originated Life Insurance

Stranger-originated life insurance (STOLI) is somewhat similar to a viatical transaction, but with the key difference that the individual who obtains a life insurance policy does so for the express purpose of assigning the policy in exchange for compensation. In a typical STOLI transaction, an individual (usually a senior) is encouraged to take out insurance on his or her own life, sometimes in the millions of dollars, and then assigns the policy to an investor or group of investors (the "stranger") who pay the individual a large cash settlement in exchange for the ownership rights to the policy, including the right to receive the proceeds upon the insured's death.

Stranger-originated life insurance may appear similar to a viatical or life settlement. The critical difference is that in viatical or life settlements, an insured initially buys life insurance in a good-faith intent to protect valid insurable interests (i.e., to protect family members or a business from the risk of a premature death), but subsequently decides to sell the policy to a third party due to a change in circumstances that may not warrant the policy (such as divorce, death of an intended beneficiary, or the need for immediate cash due to illness or other loss). In a STOLI, the policy is intentionally purchased for the benefit of persons (usually investors) who lack an insurable

[8] s. 626.9926, F.S.
[9] ss. 626.9911(9) and 626.9916, F.S.
[10] Ch. 2013-40, s. 6, Laws of Fla. (2013 General Appropriations Act, p. 316).
[11] *See* Office of Insurance Regulation, *supra* fn. 5, pp. 50-51.

interest at the time the life insurance contract is entered into. These investors ultimately receive the proceeds, directly or indirectly.[12] The Uniform Law Commission has noted that the beneficiaries of STOLI transactions argue that it is an appropriate use of life insurance consistent with applicable legal principles, including the free transferability of assets. Life insurers oppose the use of STOLI, arguing that it is a perversion of the concept of life insurance and leads to the moral hazard concerns that insurable interest doctrines are intended to mitigate.[13]

Transactions involving STOLI often use fraudulent means to procure life insurance on individuals, such as misrepresentation, falsification, or omission of material facts in the life insurance application. The fraud is conducted so that an assignment or sale of a policy functions as a subterfuge that circumvents the insurable interest requirement. STOLI transactions generally target senior citizens and are often financed through non-recourse "premium finance loans." It is common for STOLI to be structured through the use of an irrevocable trust, which conceals from the life insurance company that the policy was sold. The insured pays premiums during the contestable period to prevent the insurer from discovering a possible violation of the insurable interest requirement.

According to the OIR, STOLI impacts consumers (both individual investors and insureds) and insurers in a number of ways:[14]

- Seniors may exhaust their life insurance purchasing capability and not be able to protect their own family or business.
- The incentives, especially cash payments, used to lure seniors to participate in STOLI schemes are taxable as ordinary income.
- Seniors may subject themselves or their estates to potential liability in the event the life insurance policy is rescinded by an insurer who discovers fraud.
- Seniors may encounter unexpected tax liability from the sale of the life insurance policy.[15]
- The "free" insurance is not free and may be subject to tax based on the economic value of the coverage.
- Seniors have to give the purchaser, and subsequent purchasers, access to their medical records when they sell their life insurance policy in the secondary market so that investors know the health status of the insured. The investors want to know the "status" of their investment and how close they are to getting paid.
- STOLI may lead to an increase in life insurance rates for the over-65 population.
- If STOLI practices continue to proliferate, the U.S. Congress may remove the tax-free status of life insurance proceeds.

[12] AALU, NAIFA, and ACLI, *STOLI: The Problem and the Appropriate State Response*, p. 4, (on file with the Senate Committee on Banking and Insurance).

[13] UNIFORM LAW COMMISSION, *Insurable Interest Amendment to the Uniform Trust Code Summary*, at http://uniformlaws.org/ActSummary.aspx?title=Insurable%20Interest%20Amendment%20to%20the%20Uniform%20Trust%20Code (last visited March 22, 2017).

[14] Office of Insurance Regulation, 2017 Agency Legislative Bill Analysis of HB 1205, pg. 5 (March 12, 2017). Additionally, s. 626.9923, F.S., requires viatical service providers to disclose certain risks to viators, such as tax and Medicaid eligibility consequences.

[15] *See* IRS Rev. Ruls. 09-13 and 09-14, regarding taxation of proceeds from settlements as capital gains ordinary income and taxation on a post-settlement basis.

Over 30 states currently prohibit STOLI, generally through some combination of the NAIC and NCOIL model acts, in addition to common law or statutory insurable interest laws. STOLI has resulted in significant litigation, criminal and regulatory enforcement actions, both nationally and in Florida.[16]

The OIR may use several legal or regulatory remedies to address STOLI transactions. The Viatical Settlement Act authorizes the OIR to impose fines of up to $2,500 for nonwillful violations and up to $10,000 for willful violations, or to suspend, revoke, deny, or refuse to renew the license of any viatical settlement provider found to be engaging in certain acts, such as fraudulent or dishonest practices, dealing in bad faith with viators, or violating any provision of the Act or the Insurance Code. The OIR may also impose cease and desist orders and immediate final orders for violations of the Act.[17]

Currently, s. 627.409, F.S., provides that misrepresentation, omission, concealment of fact, or incorrect statements on an application for an insurance contract "may prevent recovery" in certain cases, however, there are no criminal penalties and an action for rescission by the life insurer is the only civil penalty available. Various provisions of the Insurance Code authorize the DFS to suspend or revoke the license or appointment of licensees, agencies, or appointees on various grounds, such as using fraudulent or dishonest practices in the conduct of business under the license.[18] Finally, the Unfair Insurance Trade Practices Act in s. 626.9541, F.S., lists several unfair methods of competition and unfair or deceptive acts or practices. Each violation of this statute can result in fines ranging from $5,000 to $75,000, depending on the willfulness and particular violation. In addition, "twisting" and "churning" are first-degree misdemeanors, while willfully submitting false signatures on an application is a third-degree felony.[19]

Current law does not specifically define STOLI, nor does it have a specific regulatory prohibition on STOLI or life insurance policies lacking an insurable interest at inception. Life insurers engage in insurable interest litigation to combat STOLI, usually relying on the insurable interest statute in s. 627.404, F.S., to rescind the policies transferred in a STOLI transaction for a lack of insurable interest when the policy was initially entered into. This argument is sometimes opposed with arguments seeking the application of the incontestability statute, s. 627.455, F.S., which requires life insurance policies to include a provision barring the insurer from challenging the policy after it is in force for 2 years.

In Wells Fargo Bank, N.A. v. Pruco Life Insurance Company, the Florida Supreme Court addressed whether a party can challenge the validity of a life insurance policy after the 2-year contestability period established by s. 627.455, F.S., because of its creation through a STOLI scheme.[20] The court ruled that if a STOLI policy has the insurable interest required by s. 627.404(1), F.S., at its inception, the policy becomes incontestable 2 years after it is issued

[16] For a listing of OIR enforcement actions, see OIR, *Viatical Criminal, Civil and Regulatory Actions*, http://www.floir.com/sections/landh/viaticals/ccr_actions.aspx (last visited March 3, 2017) and 2013 OIR Report, *Appendix C: Florida Regulatory and Enforcement Actions Pertaining to Viatical Settlement Providers*.
[17] ss. 626.9914 and 626.99272 , F.S.
[18] ss. 626.611, 626.6115, 626.6215, and 626.621, F.S.
[19] s. 626.9541, F.S.
[20] *Wells Fargo Bank, N.A. v. Pruco Life Insurance Company*, No. SC15-382 (Fla. September 22, 2016).

under s. 627.455, F.S.[21] Thus, even if the insurable interest is created as the result of a STOLI scheme, the policy is incontestable after 2 years.

III. Effect of Proposed Changes:

The bill provides greater specificity regarding fraudulent, deceptive, and prohibited viatical settlement practices that are subject to administrative and felony criminal sanctions. The bill does this by defining actions that constitute "fraudulent viatical settlement acts;" and including their commission as prohibited practices under s. 626.99275, F.S. The bill specifically defines a stranger-originated life insurance (STOLI) practice as a fraudulent viatical settlement act and makes STOLI contracts void and unenforceable.

Defining a "Fraudulent Viatical Settlement Act"

Section 1 creates a new subsection (2) of s. 626.9911, F.S., defining as "fraudulent viatical settlement acts" the following knowing or intentional acts or omissions of a person, or the person's employees or agents, done to deprive another of property or for pecuniary gain:

- Presenting specified documents or information that contain false or concealed material information as part of, in support of, or concerning a material fact;[22]
- Using a plan, financial structure, device, scheme or artifice to defraud another person in a viatical settlement contract;
- Engaging in a stranger-originated life insurance practice (STOLI) in violation of s. 626.99289, F.S.;
- Failing to disclose, upon request by a viatical settlement provider, that a person other than the provider or its authorized representatives has evaluated the prospective insured's life expectancy;
- Perpetuating a fraud or preventing its detection;[23]
- Embezzling, stealing, or misappropriating funds or other property of a policyholder, insured, or any person engaged in the business of viatical settlement contracts or insurance;
- Recklessly[24] entering, negotiating, brokering, or otherwise dealing in a viatical settlement contract based on false or misleading information to defraud the policy's issuer, a viatical settlement provider, or a viator;
- Avoiding the requirements of the Act by facilitating the change of a viator's state of residency from Florida to another state by transferring the ownership of an insurance policy to a trust or other instruments;

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[21] *See id* at pgs. 9-10.

[22] Such information or documents include applications, underwriting, and claims for payment under a viatical settlement contract or insurance policy; premiums paid on an insurance policy; changes in ownership for the beneficiaries of a viatical settlement contract or insurance policy; the reinstatement or conversion of an insurance policy; and the solicitation, offer, effectuation, or sale of a viatical settlement contract or an insurance policy.

[23] Such acts include misrepresenting, concealing, altering, destroying, or sequestering the assets or records of a licensee or other person engaged in viatical settlements from the OIR; misrepresenting or concealing the financial condition of a licensee, financing entity, insurer, or other person; transacting business relating to viatical settlement contracts in violation of the Viatical Settlement Act; and filing with the OIR or the insurance regulator in another jurisdiction false information or concealing information about a material fact.

[24] Recklessly under this provision means acting or failing to act with conscious disregard of relevant facts or risks that grossly deviates from acceptable standards of conduct.

- Applying for or obtaining a loan that is secured directly or indirectly by an interest in a live insurance policy; and
- Attempting to commit, assisting, aiding, abetting, or conspiring to commit an act or omission that meets the definition of a "fraudulent viatical settlement act."

Contestability Period of Viaticated Policies

Section 5 amends s. 626.99284, F.S., makes void and unenforceable any viatical settlement contract entered into within 5 years from the issuance of the underlying insurance policy. Under current law, the prohibition lasts only 2 years.

The bill makes a viatical settlement contract void and unenforceable unless the viator provides a sworn affidavit with supporting documentation to a viatical settlement provider stating that the viator has met a statutory exception that allows a policy to be viaticated during the contestability period. Current law makes viatical settlement contracts void and unenforceable if executed within the 2-year contestability period unless the viator meets a statutory exception, but does not require the viator to execute a sworn affidavit with documentation evidencing that the exception applied.

The bill revises two existing exceptions allowing viatication during the contestability period. The existing exception allowing the viator to exercise conversion rights arising out of a group or term policy is limited by requiring that the policy has been in effect for at least 60 months.[25] The bill clarifies the exception for insureds or viators with illnesses by requiring them to provide evidence of a "terminal" or "chronic" illness, terms that are more precise in meaning than the current law. Current law refers to an illness that is catastrophic, life threatening, or requires at least 3 years of long-term care or home health care.

In addition to the statutory exceptions, the bill allows the viator to enter into a viatical settlement contract 2 or more years after the viaticated policy's issuance date if during that period the viator meets three conditions. The viator must continuously fund the policy premiums exclusively with the viator's unencumbered assets,[26] the viator did not enter into an agreement or understanding with another person related to a viatical settlement policy or a viaticated policy, and the insured and policy were not evaluated for settlement.

Section 2 amends s. 626.9924, F.S., to require the viatical settlement provider to include the documents required under s. 626.99287, F.S., with the notice to the insurer that the policy is, or will become, a viaticated policy during the contestability period. The required documents support the affidavit executed by the viator that an exception applies allowing the creation of a viatical settlement contract within 5 years after the issuance of the viaticated insurance policy.

Stranger-Originated Life Insurance

The bill defines stranger-originated life insurance (STOLI) practices and makes void and unenforceable contracts and agreements for the furtherance or aid of a STOLI practice. STOLI

[25] The 60 month period.
[26] May include the net surrender value of the life insurance policy being financed.

practices are included as fraudulent viatical settlement acts by the bill and thus are punishable as felonies under s. 626.99275, F.S., and such practices subject viatical settlement providers that commit them to fines and either probation or license suspension, revocation, denial or nonrenewal under s. 626.9914, F.S.

Section 6 creates s. 626.99289, F.S., which defines a stranger-originated life insurance practice as initiating a life insurance policy for the benefit of a third-party investor who does not have an insurable interest in the insured at the time the policy originated.[27] The bill voids and makes unenforceable agreements entered into to further or aid a STOLI practice. The bill specifies that a life insurer may contest a life insurance policy that was obtained by a STOLI practice.

Prohibiting Fraudulent Viatical Settlement Acts and Stranger Originated Life Insurance

Section 4 amends s. 626.99275(1), F.S., to prohibit the following:
- Engaging in a fraudulent viatical settlement act;
- Engaging in a STOLI practice;
- Knowingly entering into a viatical settlement contract before the application for or issuance of a viaticated policy or within 5 years after the date of the viaticated policy unless the viator complied with s. 626.99287, F.S.; and
- Knowingly issuing, soliciting, marketing, or promoting the purchase of a life insurance policy for the purpose of, or with an emphasis on selling the property.

Violations are third-degree felonies if the insurance policy has a value less than $20,000; second-degree felonies if the insurance policy has a value of $20,000 or more but less than $100,000; and first-degree felonies if the insurance policy has a value of $100,000 or more.[28]

Effective Date

Section 7 provides that the act takes effect upon becoming a law.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

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[27] The bill states that stranger-originated life insurance practices include the purchase of a life insurance policy with resources or guarantees from or through a person who, at the time of the policy's inception, is not lawfully able to execute an arrangement or agreement to transfer the ownership or benefits of the policy to a third party. It also includes creating a trust or other entity intended to create the appearance of having an insurable interest that would, if it existed, allow the trust or entity to initiate and execute a life insurance policy, when the entity has no such interest.
[28] Section 626.99275(2), F.S.

C. Trust Funds Restrictions:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

Policyholders, particularly senior adults, will benefit from the prevention fraudulent viatical settlement acts and STOLI practices that deprive them of property or are created for the pecuniary gain of the party that becomes the new beneficiary or owner of the underlying life insurance policy.

C. Government Sector Impact:

None.

VI. Technical Deficiencies:

Lines 62 and 63 incorrectly refer to a request by a viatical settlement provider. The request would be made by an insurer.

Lines 84 through 90 prohibit "reckless" dealing which is defined as the conscious disregard of facts or risks, however, this conflicts with the mens rea requirement in lines 33 through 36.

Line 146 incorrectly refers to a "viaticated policy." It should refer to a "life insurance" policy.

Lines 151 through 153 erroneously criminalizes issuing life insurance policies and related marketing and solicitations if the life insurer does so for the purpose of selling the policy. It is likely that every insurer that advertises and issues life insurance policies in this state does so for the purpose of selling it.

Lines 259 and 260 state that a life insurer may contest a life insurance policy obtained by a STOLI practice. They may do so now during the contestability period, thus this language possibly does not change current law.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 626.9911, 626.9924, 626.99245, 626.99275, and 626.99287.

This bill creates section 626.99289 of the Florida Statutes.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:

(Summarizing differences between the Committee Substitute and the prior version of the bill.)

None.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.