

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WITHDRAWN	_____	(Y/N)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		

1 Committee/Subcommittee hearing bill: Intergovernmental Affairs
2 Subcommittee

3 Representative Albert offered the following:

4
5 **Substitute Amendment for Amendment (694463) by**
6 **Representative Albert (with title amendment)**

7 Remove lines 36-131 and insert:

8 (b) "Provider" means an entity or individual assisting
9 veterans with veterans' benefits matters.

10 (c) "Veteran" has the same meaning as in s. 1.01(14) and
11 includes eligible peacetime service as defined in s. 296.02.

12 (d) "Veterans' benefits matter" means the preparation,
13 presentation, or prosecution of a veteran's claim, or a claim by
14 the veteran's spouse, dependent child, or any other individual
15 eligible for any benefit, program, service, commodity, function,
16 status, or entitlement under the laws and regulations

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17 administered by the Department of Veterans' Affairs or the
18 United States Department of Veterans Affairs.

19 (2) LIMITS ON COMPENSATION; TERMS OF ENGAGEMENT; WRITTEN
20 DISCLOSURE.—

21 (a) A person may not receive compensation for referring an
22 individual to a provider who will advise, assist, or consult
23 with the individual regarding any veterans' benefits matter.

24 (b) A provider may receive compensation for services
25 rendered in connection with a claim filed within the 1-year
26 presumptive period after active-duty release as determined by
27 the United States Department of Veterans Affairs only if the
28 veteran acknowledges, by signing a waiver, that he or she is
29 within the presumptive period and is choosing to deny the free
30 services available to him or her.

31 (c) A provider seeking compensation for advising,
32 assisting, or consulting with an individual regarding any
33 veterans' benefits matter must, before rendering services, enter
34 into a written agreement, signed by both parties, which:

35 1. Memorializes the specific terms under which the
36 compensation will be determined; and

37 2. Provides that compensation for such services is
38 contingent upon securing an increase in benefits awarded as a
39 direct result of such services. Any such compensation may not
40 exceed the lesser of five times the amount of the monthly
41 increase in benefits awarded based on the claim or \$12,500, and

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42 must be paid out according to the specific terms agreed to by
43 both parties in accordance with subparagraph 1.

44 (d)1. A provider who advises, assists, or consults on
45 veterans' benefits matters for compensation shall provide the
46 following disclosure, both orally and in writing, before
47 entering into a business relationship with an individual:

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49 "This business is not sponsored by or affiliated with the
50 Florida Department of Veterans' Affairs, the United States
51 Department of Veterans Affairs, or any other federally
52 chartered veterans' service organization. Other
53 organizations, including, but not limited to, the Florida
54 Department of Veterans' Affairs, a local veterans' service
55 organization, and other federally chartered veterans'
56 service organizations, may be able to provide you with this
57 service free of charge. Products or services offered by
58 this business are not necessarily endorsed by any of these
59 organizations. You may qualify for other veterans' benefits
60 beyond the benefits for which you are receiving services
61 here."

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63 2. The written disclosure must appear in a font size of at
64 least 12 points in an easily identifiable place in the
65 provider's agreement with the individual seeking services and
66 must be signed by the individual to signify that he or she

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67 understands the oral and written disclosure's provisions. The
68 provider must retain a copy of the written disclosure while
69 providing veterans' benefits services to the individual for
70 compensation and for at least 6 years after the date on which
71 the service relations terminate.

72 (e) A provider who advises, assists, or consults on a
73 veterans' benefits matter may not charge an initial or
74 nonrefundable fee. Any charge for interest on any payment plan
75 agreed to by the parties is prohibited.

76 (3) DEATH OF VETERAN CLAIMANT.—If a veteran claimant dies
77 before a claim is processed:

78 (a) Any expected compensation must be waived and a charge,
79 fee, or debt may not be collected; and

80 (b) Any payment plan for services rendered must be
81 terminated immediately.

82 (4) PROHIBITIONS.—

83 (a) A provider may not guarantee, either directly or by
84 implication, a successful outcome or that an individual is
85 certain to receive specific veterans' benefits or a specific
86 level, percentage, or amount of veterans' benefits.

87 (b) A provider who advises, assists, or consults on
88 veterans' benefits matters for compensation:

89 1. May not use an international call center or data center
90 to process a veteran's personal information.

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91 2. May not use a veteran's personal log-in, username, or
92 password information to access that veteran's medical,
93 financial, or government benefits information.

94 (5) BACKGROUND SCREENING.—A provider must successfully
95 complete a level 2 background screening as described in s.
96 435.04 before entering into any agreement with a veteran for
97 veterans' benefits matters.

98 (6) DOCUMENTATION.—A provider must provide copies of all
99 fully executed documents required by subsection (2) to the
100 veteran being assisted in the veterans' benefits matters and
101 maintain a copy of all fully executed documents for 6 years.

102 (7) COMPLAINT.—If an individual to whom a provider
103 provides services under this section in return for compensation
104 files a complaint with the Consumer Protection Division of the
105 Office of the Attorney General, the provider may not receive
106 compensation for any services provided to such an individual
107 before the resolution of the complaint.

108 (8) PENALTIES.—A violation of this section constitutes a
109 violation of the Florida Deceptive and Unfair Trade Practices
110 Act under part II of this chapter. Violators may be subject to
111 penalties provided in that part, including s. 501.2077 for
112 violations against a military servicemember or his or her spouse
113 or dependent child.

114 (9) CONSTRUCTION.—This section may not be construed as
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T I T L E A M E N D M E N T

Remove lines 14-22 and insert:
provide a specified oral and written disclosure before entering into a business relationship with a client; prohibiting a provider who advises, assists, or consults on veterans' benefits matters from charging certain fees; prohibiting the charging of interest on payment plans; providing requirements in the event of the death of a veteran claimant; prohibiting certain guarantees; providing security requirements for the handling of a veteran's personal and account information; requiring a provider to successfully complete a specified background screening before entering into an agreement with a veteran for veterans' benefits matters; requiring a provider to provide copies of certain documents to the veteran and maintain a copy of such documents pursuant to specified provisions; prohibiting a person who provides services from receiving compensation before the resolution of a certain complaint if the individual receiving services files such a complaint; providing