

(a) For the purposes of this section:

(1) “Compensation” means any money, thing of value, or economic benefit conferred on, or received by, any person in return for services rendered, or to be rendered, by himself or herself or another.

(2) “Veterans’ benefits matter” means the preparation, presentation, or prosecution of any claim affecting any person who has filed or expressed an intent to file a claim for any benefit, program, service, commodity, function, status, or entitlement to which is determined to pertain to veterans, their dependents, their survivors, or any other individual eligible for such benefits under the laws and regulations administered by the United States Department of Veterans' Affairs or the [State] Department of Veterans' Affairs.

(3) “Person” means any natural person, corporation, trust, partnership, incorporated or unincorporated association, or any other legal entity.

(b) (1) No person shall receive compensation for referring any individual to another person to advise or assist the individual with any veterans’ benefits matter. .

(2) No person shall receive any compensation for any services rendered in connection with any claim filed within the one (1) year presumptive period of active-duty release unless the veteran specifically acknowledges in writing at the initiation of the services agreement that the veteran is within the 1-year presumptive period.

(3) A person seeking to receive compensation for advising, assisting, or consulting with any individual in connection with any veterans' benefits matter shall, before rendering any services, memorialize the specific terms under which the amount to be paid will be determined in a written agreement signed by both parties. Compensation must be purely contingent upon an increase in benefits awarded, and if successful. No initial or nonrefundable fee shall be charged by a person advising, assisting, or consulting an individual on a veterans benefit matter.

(4) A person seeking to receive compensation for advising, assisting, or consulting with any individual with any veterans’ benefits matter shall not utilize a medical professional with whom it has an employment or business relationship for a secondary medical exam.

(5) No person shall guarantee, either directly or by implication, a successful outcome or that any individual is certain to receive specific veterans' benefits or that any individual is certain to receive a specific level, percentage, or amount of veterans' benefit.

(6) No person shall advise, assist, or consult for compensation with any individual concerning any veterans' benefits matter without clearly providing at the outset of the business relationship the following disclosure both orally and in writing:

"This business is not sponsored by, or affiliated with, the United States Department of Veterans' Affairs or the [State] Department of Veterans' Affairs, or any other federally chartered veterans' service organization. Other organizations including but not limited to the [State] Department of Veterans' Affairs, a local veterans' service organization, and other federally chartered veterans' service organizations may be able to provide you with

this service free of charge. Products or services offered by this business are not necessarily endorsed by any of these organizations. You may qualify for other veterans' benefits beyond the benefits for which you are receiving services here."

The written disclosure shall appear in at least twelve (12) point font and shall appear in a readily noticeable and identifiable place in the person's agreement with the individual seeking services. The individual shall verbally acknowledge understanding of the oral disclosure and sign the document in which the written disclosure appears to represent understanding of these provisions. The person offering services shall retain a copy of the written disclosure while providing veterans' benefits services for compensation to the individual and for at least one (1) year after the date on which the service relations terminate.

(7) Businesses engaging in the preparation of an initial claim for a fee shall abide by the following:

- Shall not utilize international call center or data centers for processing veterans personal information;
- Shall not gain direct access to any personal medical, financial, or government benefits log-in, username, or password information. [(d)] (c) (1) A violation of the provisions of this section shall constitute an unfair, false, misleading, or deceptive act or practice in the conduct of trade or commerce under [State Consumer Protection Law Reference].

(2) Civil penalties shall be in an amount ordered by the District Court in an action brought by the Attorney General.

(3) Each day a violation continues is a separate violation.

(4) Any civil penalty collected shall be deposited in the Maryland Veterans Trust Fund.