

**Call to Order – Frank Walton, FSL, Board President**

- Welcome and Introductions
  - Mission of the Board
  - Emergency Egress Procedures
- 

**Approval of Minutes**

- Board Meeting – July 11, 2019
  - Legislative/Regulatory Meeting – September 24, 2019
  - For informational purposes – Informal Conferences July 10, 2019
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**Ordering of Agenda**

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**Public Comment**

*The Board will receive public comment at this time. The Board will not receive comment on any pending regulation process for which a public comment period has closed or any pending or closed complaint or disciplinary matter.*

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**Agency Report**

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**Presentation**

- Overview of the DHP Enforcement Division – **Michelle Schmitz, Enforcement Director**
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**Staff Reports**

- Executive Director’s Report – **Corie E. Tillman Wolf, Executive Director**
  - Discipline Report – **Kelley Palmatier, Deputy Executive Director**
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**Board Counsel Report – Erin Barrett, Assistant Attorney General**

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**Committee and Board Member Reports**

- Report from the Board of Health Professions – **Louis R. Jones, FSL**
  - Legislative/Regulatory Committee – **Mia Mimms, FSL**
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**Legislation and Regulatory Actions – Elaine Yeatts, Senior Policy Analyst**

- Report on Status of Regulatory Actions
  - Legislative Report
  - Consideration of Recommendations of Legislative/Regulatory Committee
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- Adoption of Proposed Regulations from Periodic Review – Regulations for Preneed Funeral Planning (18VAC65-30-10 et seq.)
  - Approval of Revisions to Appendix I, II, III (18VAC65-20-10 et seq.)
  - Adoption of Proposed Regulations from Periodic Review – Regulations for the Funeral Service Internship Program (18VAC65-40-10 et seq.)
  - Adoption of Fast Track Regulation Related to Handling Fee for Dishonored/Returned Checks or Payments (18VAC65-20-10 et seq.)
  - Cancellation of Memorandum of Understanding with the Virginia Department of Agriculture and Consumer Services (Guidance Document 65-7)
  - Consideration of One-Time Reduction of Renewal Fee
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### **New Business**

- Elections
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**Next Meeting** - January 14, 2020

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### **Meeting Adjournment**

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This information is in **DRAFT** form and is subject to change. The official agenda and packet will be approved by the public body at the meeting and will be available to the public pursuant to Virginia Code Section 2.2-3707(F).

# Approval of Minutes

**July 11, 2019**

The Virginia Board of Funeral Directors and Embalmers convened for a full board meeting on Thursday, July 11, 2019 at the Department of Health Professions, Perimeter Center, 9960 Mayland Drive, 2<sup>nd</sup> Floor, Board Room #2, Henrico, Virginia.

**BOARD MEMBERS PRESENT:**

Joseph Frank Walton, FSL, President  
Mia F. Mimms, FSL, JD, Vice-President  
R. Thomas Slusser, Jr., FSL, Secretary-Treasurer  
Muhammad Hanif, Citizen Member  
Kenneth Scott Hickey, M.D., Citizen Member  
Louis R. Jones, FSL  
Blair H. Nelsen, FSL  
Larry T. Omps, FSL  
Connie B. Steele, FSL

**DHP STAFF PRESENT FOR ALL OR PART OF THE MEETING:**

Erin Barrett, Assistant Attorney General, Board Counsel  
David Brown, D.C., Director, DHP  
Elizabeth Carter, PhD, Director, Healthcare Workforce Data Center  
Sarah Georgen, Licensing and Operations Manager  
Melody Morton, Inspections Manager, DHP Enforcement Division  
Kelley Palmatier, Deputy Executive Director  
Corie Tillman Wolf, Executive Director  
Heather Wright, Program Manager  
Elaine Yeatts, Sr. Policy Analyst

**OTHER GUESTS PRESENT**

Paul Harris, Regulatory Support Services, Inc.  
Barry Robinson, Virginia Mortician's Association  
Brenda Roberts, Virginia Funeral Directors' Association  
Trasean Boatwright, DHP  
Amanda Reidelbach, DHP

**CALL TO ORDER**

Mr. Walton called the meeting to order at 10:00 a.m. and asked the Board members and staff to introduce themselves.

With nine members present at the meeting, a quorum was established.

Mr. Walton read the mission of the Board, which is also the mission of the Department of Health Professions.

Mr. Walton provided reminders to the Board members and audience regarding microphones, sign in sheets, computer agenda materials, attendance for continuing education requirements, and breaks.

Ms. Tillman Wolf then read the emergency egress instructions.

### APPROVAL OF MINTUES

Upon a **MOTION** by Ms. Steele, and properly seconded by Ms. Mimms, the Board voted to accept the April 16, 2019 Board meeting minutes and the April 16, 2019 Formal Hearing meeting minutes. The motion passed unanimously.

### ORDERING OF THE AGENDA

Ms. Tillman Wolf requested to postpone the Agency Report until Dr. Brown or Ms. Hahn could attend the meeting.

Upon a **MOTION** by Mr. Omps and properly seconded by Mr. Hanif, the Board voted to accept the agenda as amended. The motion passed unanimously.

### PUBLIC COMMENT

Barry Robinson, Virginia Morticians Association (“VMA”) thanked Mr. Walton for attending and speaking at the VMA Annual Conference. Mr. Robinson thanked the Board for its Spring newsletter and requested the Board to consider listing newly licensed individuals in the Board’s future newsletters.

Brenda Roberts, Virginia Funeral Directors Association, read a public comment letter from Laurence Spiaggi in opposition to the proposed regulations for a reduction of internship hours.

### STAFF REPORTS

#### *Executive Director’s Report –Corie E. Tillman Wolf*

Ms. Tillman Wolf welcomed the new Deputy Executive Director, Kelley Palmatier, and the new Long-Term Care Administrators Licensing Specialist, Trasean Boatwright. Ms. Tillman Wolf noted that Mr. Boatwright will also receive cross-training on licensure issues related to the Board of Funeral Directors and Embalmers.

Ms. Tillman Wolf presented the Expenditure and Revenue Summary as of May 31, 2019.

Cash Balance as of June 30, 2018	\$526,645
YTD FY19 Revenue	\$707,435
<u>Less YTD Direct &amp; In-Direct Expenditures</u>	<u>\$543,349</u>
<b>Cash Balance as of May 31, 2019</b>	<b>\$690,641</b>

Ms. Tillman Wolf announced that, based upon the Board’s current cash balance and projected cash balance at the end of FY2020, the Department’s Budget Manager has made the recommendation that the Board consider a one-time reduction of the renewal fee for the March 2020 renewal date. Ms. Tillman Wolf stated that this item would be on the agenda for the Board’s consideration in October.

Ms. Tillman Wolf provided updates to the Board regarding the status of updates to the Board’s current Memoranda of Understanding with other agencies. Ms. Tillman Wolf noted that the reciprocity agreement with the D.C. Board of Funeral Directors would be considered later in the agenda by the Board. Ms. Tillman Wolf stated that she is in the process of reviewing the Memoranda of Understanding with the Virginia Department of Agriculture and Consumer Services, and the Department of Professional and Occupational Regulations, Cemetery Board.

Ms. Tillman Wolf reported that the Department of Health Professions (“DHP”) is currently updating all Board websites. She reported that updates to the Board of Funeral Directors and Embalmers website should be completed by the end of 2019.

Ms. Tillman Wolf stated that the Board’s spring newsletter was emailed to all active email addresses on file with the Board, as well as posted on the Board’s website.

Ms. Tillman Wolf announced that Guidance Document 65-18: Guidance on Surface Transportation & Removal Services became effective on June 13, 2019.

Ms. Tillman Wolf provided an update on SB1300, which became effective on July 1, 2019, and provided for a larger number of calls between two establishments operating under one manager of record pursuant to a hardship waiver. She reported that no new applications related to this legislation had been received, but she would continue to track this information over the next year and report back to the Board.

Ms. Tillman Wolf provided an update on the legislation regarding death certificates and electronic certification by physicians that became effective July 1, 2019. She stated that she has been communicating with Janet Rainey at the Division of Vital Records regarding the distribution of information to licensees. Ms. Rainey also reported to Ms. Tillman Wolf that the DVR has seen an increase in medical certifier registrations since the legislation passed.

Ms. Tillman Wolf presented licensure statistics that included the following information:

Licensure Statistics – All Licenses

License	July 10, 2019	April 11, 2019
Funeral Service Licensees	1,518	1,487
Funeral Director	36	33
Embalmer Only	2	2

Supervisors	568	561
Interns	186	165
Establishments	420	404
Branch Establishments	79	66
Crematories	115	112
CE Providers	12	14
Courtesy Card Holders	110	93
Surface Transport & Removal Svc.	44	39
<b>Total (*not incl. supervisors)</b>	<b>2,522</b>	<b>2,415</b>

Ms. Tillman Wolf provided the following statistics regarding the Virginia Performs – Customer Satisfaction Survey Results:

- Q1 2018 – 100%
- Q2 2018 – N/A
- Q3 2018 – N/A
- Q4 2018 – 100%
- Q1 2019 – 100%
- Q2 2019 – 100%
- Q3 2019 – 100%

Ms. Tillman Wolf provided reminders to the Board members regarding continuing education credit, traveling on Board business, requests for presentations, and changes in contact information. She announced that DHP has installed wireless internet in the Perimeter Center Conference Center for business use only by Board members and staff.

The Board meeting dates for 2019 are:

- October 10, 2019 at 10:00 a.m.

Ms. Tillman Wolf announced the proposed Board meeting dates for 2020:

- January 14, 2020
- April 16, 2020
- July 14, 2020
- October 6, 2020

Ms. Tillman Wolf stated that an email will be sent to Board members with the proposed dates. She requested that Board members notify her or Sarah Georgen if there are any conflicts with the dates provided.

With no questions, Ms. Tillman Wolf ended her report.

*Discipline Report – Kelley Palmatier, Deputy Executive Director*

As of June 21, 2019, Ms. Palmatier reported the following disciplinary statistics:

- 48 total cases
  - 3 at Informal
  - 1 at Formal
  - 18 in Investigation
  - 26 in Probable Cause
  - 6 in Compliance Monitoring

Ms. Palmatier stated that the Clearance Rate was 83% (Goal is 100%) – 6 cases, 5 cases closed. Ms. Palmatier stated that the caseload over 250 days was 18% (Goal under 20%) – 4 cases. Ms. Palmatier stated that the cases closed within 250 days is 100% (Goal is over 90%) – 5 cases closed within 250 days.

Ms. Palmatier reported the following Total Cases Received and Closed:

- Q1 2017 – 8/10
- Q2 2017 – 12/17
- Q3 2017 – 9/15
- Q4 2017 – 22/20
- Q1 2018 – 12/14
- Q2 2018 – 8/7
- Q3 2018 – 12/18
- Q4 2018 – 13/24
- Q1 2019 – 26/13
- Q2 2019 – 23/6
- Q3 2019 – 18/25

Percentage of all cases closed in 365 days

	Q2-18	Q3-18	Q4-18	Q1-19	Q2-19	Q3-19
FDE	85.7%	61.1%	87%	69.2%	83.3%	100%
Agency	86.7%	87.6%	80.6%	85.5%	84%	76.4%

Average age of cases closed

	Q2-18	Q3-18	Q4-18	Q1-19	Q2-19	Q3-19
FDE	169.1	383.3	211.8	225.7	298.8	116
Agency	186.5	196.4	201.1	173.8	169.2	258

With no questions, Ms. Palmatier concluded her report.

**BOARD COUNSEL REPORT – Erin Barrett, Assistant Attorney General**

Ms. Barrett stated that she did not have a report to provide.

**COMMITTEE AND BOARD MEMBER REPORTS**



*Report from the Board of Health Professions – Louis R. Jones, FSL*

Mr. Jones stated that the minutes from the Board of Health Professions' last meeting were included in the agenda packet. He reported that the Board of Health Professions is currently studying the possibility of establishing a regulatory process for music therapists and reported that more information would be provided throughout the process.

*Report from the International Conference - Blair Nelsen, FSL and Frank Walton, FSL*

Mr. Nelsen reported that the Conference recently updated its state licensure guide for 2019, which is available on the International Conference' website. He encouraged the Board members to review that information when able. He announced the Conference Fall Board meeting is scheduled for August 25-26, 2019 in Alexandria, Virginia. He announced that the Conference's 116<sup>th</sup> Annual Meeting would be held February 19-20, 2020 in Palm Coast, Florida.

Mr. Walton provided a report on the Conference's Exam Item Writing Committee meeting held in Bloomington, MN on June 10-13, 2019, in which he participated remotely by telephone. He stated that he had a better understanding of and respect for the exam development process. He reported on the general development and screening process for examination questions. Ms. Steele requested information on the 90-day wait period following a failed exam score and the information on the score report provided to test takers. She asked Mr. Walton if more information would be provided in the future that identified the missed questions to the test taker rather than the general areas of strengths and weaknesses. Mr. Walton stated that individual, missed questions would not be provided to the test taker in an effort to protect both the questions and the integrity of the examination process.

## **LEGISLATION AND REGULATORY ACTIONS**

*Report on Status of Regulatory Actions*

Ms. Yeatts reported on the three periodic reviews initiated by the Board related to the regulations of the Board, Preneed Funeral Planning and the Funeral Service Intern Program. She reported that the comment period for the Regulations of the Board of Funeral Directors and Embalmers and the Regulations for Preneed Funeral Planning had ended, and that the comment period for the Regulations for the Funeral Service Intern Program would end on August 7, 2019.

*Legislative Report*

Ms. Yeatts provided an overview of bills passed in the 2019 Session of the General Assembly. She reported on HB 1828: *Legislation Regarding Casket Sales*, SB1300: *Funeral Establishments; Full Time Manager Requirement*, and SB1439: *Death certificates; medical certification; electronic filing*.

*Adoption of Proposed Regulations from Periodic Review (18VAC65-20-10 et seq., 18VAC65-30-10 et seq.)*

Ms. Yeatts provided a review of the Proposed Regulations from Periodic Review (18VAC65-20-10 et seq., 18VAC65-30-10 et seq.) and noted that the discussion of regulations related to interns in Chapter 40 will be slated for the October 2019 meeting agenda.

*Adoption of Proposed Regulations from Periodic Review (18VAC65-20-10 et seq.)*

Ms. Yeatts reviewed a draft of proposed amendments to the regulations with Board members based upon the changes identified in the NOIRA previously adopted by the Board.

Upon a **MOTION** by Mr. Nelsen, which was properly seconded by Mr. Jones, the Board voted to adopt a proposed amendment to 18VAC65-20-170(F) to approve the emergency operation of another licensed funeral establishment for a period of no more than 60 days and include an extension of an additional 30 days upon good cause shown. The vote was unanimous.

Upon a **MOTION** by Ms. Steele, which was properly seconded by Ms. Mimms, the Board voted to adopt proposed regulations for 18VAC65-20-10 et seq. as presented and amended. The vote was unanimous.

Ms. Yeatts reviewed proposed revisions to Appendix I of the regulations. The Board deferred the review of Appendix I, II, and III until a later date to allow Board Counsel an opportunity to review the Federal Trade Commission (FTC) Rule to ensure that there is no conflict created by the language proposed by the Board.

**BREAK**

The Board took a break at 11:11 a.m. The Board reconvened at 11:25 a.m.

Dr. Brown arrived at 11:27 a.m.

**AGENCY REPORT**

Mr. Walton welcomed Dr. Brown to the meeting and requested that he provide the Agency Report due to Dr. Brown's time constraints.

Dr. Brown provided an update on the agency website. He reported that website pages for the Board of Nursing, the DHP homepage and the DHP programs including Prescription Monitoring Program, Healthcare Workforce Data Center, and Health Practitioners Monitoring Program, had all been updated. He stated that each Board website would be updated soon. Dr. Brown requested that Board members provide feedback to Board staff on the website updates.

With no questions, Dr. Brown concluded his report.

*Adoption of Proposed Regulations from Periodic Review (18VAC65-20-10 et seq., 18VAC65-30-10 et seq.)  
Continued*

Ms. Yeatts continued the review of draft proposed amendments to the regulations with the Board's preneed regulations in 18VAC65-30-10 et seq.

The Board discussed proposed amendments related to the notification process where there is a change of ownership or a discontinuation of business operations (closure). Board members discussed whether there should be a notification only where the new owners do not intend to honor existing contracts. Board members further discussed whether a form of public notification would be sufficient.

The Board deferred further review of the preneed regulations in 18VAC65-30-10 et seq. until a later date to ensure that the changes discussed, including those related to notification, are drafted to ensure the safety of the public.

Mr. Walton requested to convene the Legislative/Regulatory Committee and tasked them with the review of 18VAC65-30-10 et seq. The Legislative/Regulatory Committee should provide recommendations to the Board at the next Board meeting.

*Approval and Adoption of Reciprocal Agreement with the D.C. Board of Funeral Directors (Revised Guidance Document 65-5)*

Ms. Tillman Wolf provided an overview of the updates to the existing Reciprocal Agreement with the D.C. Board of Funeral Directors (Revised Guidance Document 65-5). The Board members discussed the reciprocity provisions of the agreement as they relate to existing licensees.

Upon a **MOTION** by Mr. Nelsen, which was properly seconded by Ms. Steele, the Board voted to approve the Reciprocal Agreement with the D.C. Board of Funeral Directors as presented and as Revised Guidance Document 65-5. The vote was not unanimous with six in favor (Hanif, Mimms, Walton, Hickey, Nelsen and Steele) and three opposed (Omps, Jones, Slusser).

**NEW BUSINESS**

*2018 Workforce Report – Funeral Service Licensees – Elizabeth Carter, Ph.D.*

Dr. Carter introduced the workforce report included in the agenda packet. She provided a presentation on the Funeral Service Providers workforce and the survey results from the 2019 renewal.

Upon a **MOTION** by Mr. Omps, which was properly seconded by Ms. Mimms, the Board voted to accept the 2019 Workforce Report for Funeral Service Providers. The vote was unanimous.

*Overview of the DHP Inspection Process – Melody Morton, Inspections Manager*

Ms. Morton provided an overview of the DHP Inspection Process.

**NEXT MEETING**

The next meeting date is October 10, 2019.

**ADJOURNMENT**

With all business concluded, the meeting adjourned at 12:48 p.m.

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Joseph Frank Walton, FSL, Board President

\_\_\_\_\_  
Corie Tillman Wolf, J.D., Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MAY 21 2019  
DHP

**RECIPROCAL AGREEMENT**

Between

**Virginia Board of Funeral Directors and Embalmers**

Virginia Department of Health Professions  
9960 Mayland Drive, Suite 300  
Henrico, Virginia 23233  
(804) 367-4479

FDE  
MAY 21 2019

and

**District of Columbia Board of Funeral Directors**

Department of Consumer and Regulatory Affairs  
Occupational and Professional Licensing Administration  
1100 4<sup>th</sup> Street, SW, Suite E500  
Washington, DC 20024  
(202) 442-4320

The Virginia Board of Funeral Directors and Embalmers (hereinafter "Virginia Board") and the District of Columbia Board of Funeral Directors (hereinafter "DC Board") hereby enter into a reciprocal licensure agreement. Under such agreement, the parties agree as follows:

- A. The Virginia Board agrees to accept for licensure a candidate who has been granted licensure in the District of Columbia, provided that the license:
  1. Is a primary license issued by the DC Board and the licensee has graduated from an accredited school or college of mortuary science and has successfully passed the National Board Exam of the International Conference of Funeral Service Examining Boards;
  2. Is a license for both funeral director and embalmer; and
  3. Is current and in good standing.

The candidate must successfully pass the Virginia State Board Examination to fully qualify for Virginia licensure. The candidate will pay all required fees and will request submission of a license verification from the DC Board to the Virginia Board that attests to the following:

1. The license issued in the District of Columbia is a primary license;
2. The license issued in the District of Columbia is a dual license for both funeral directing and embalming; and
3. The license issued in the District of Columbia is current and unrestricted by disciplinary action.

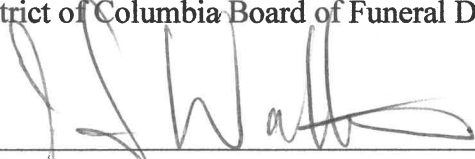
MAY 21 2019

- B. The DC Board agrees to accept for licensure a candidate who has been granted licensure in Virginia, provided that the license:
1. Is a primary license issued by the Virginia Board and the licensee has graduated from an accredited school or college of mortuary science and has successfully passed the National Board Exam of the International Conference of Funeral Service Examining Boards;
  2. Is a license for both funeral director and embalmer; and
  3. Is current and in good standing.


The candidate must successfully pass the DC Funeral Director Law Exam to fully qualify for DC licensure. The candidate will pay all required fees and will request submission of a licensure verification from the Virginia Board to the DC Board that attests to the following:

1. The license issued in Virginia is a primary license;
2. The license issued in Virginia is a dual license for both funeral directing and embalming; and
3. The license issued in Virginia is current and unrestricted by disciplinary action.

Agreed to and signed this 11 day of July, 2019, by the Virginia Board of Funeral Directors and Embalmers. Agreed to and signed this 2 day of MAY, 2019, by the District of Columbia Board of Funeral Directors.

  
\_\_\_\_\_  
Joseph Frank Walton, FSL, President  
Virginia Board of Funeral Directors and  
Embalmers

7/11/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
JOHN R. McQUIRE, Chair  
District of Columbia Board of Funeral  
Directors

2 MAY 2019  
\_\_\_\_\_  
Date

September 24, 2019

The Virginia Board of Funeral Directors and Embalmers convened a Legislative/Regulatory Committee meeting on Tuesday, September 24, 2019, at the Department of Health Professions, Perimeter Center, 9960 Mayland Drive, 2<sup>nd</sup> Floor, Training Room #2, Henrico, Virginia.

**BOARD MEMBERS PRESENT:**

Larry T. Omms, FSL, Committee Chair  
Mia F. Mimms, FSL, J.D.  
Kenneth Scott Hickey, M.D., Citizen Member

**BOARD MEMBERS ABSENT:**

Joseph Frank Walton, FSL, President

**DHP STAFF PRESENT FOR ALL OR PART OF THE MEETING:**

Erin Barrett, Assistant Attorney General, Board Counsel  
Sarah Georgen, Licensing and Operations Manager  
Kelley Palmatier, Deputy Executive Director  
Corie Tillman Wolf, Executive Director  
Heather Wright, Program Manager  
Elaine Yeatts, Sr. Policy Analyst

**OTHER GUESTS PRESENT**

Tyler Cox, FirstChoice Consulting  
Bo Keeney, Association of Independent Funeral Homes of Virginia  
Ross Miller  
Ryan O'Toole, Cozen O'Connor Law Firm  
Brenda Roberts, Virginia Funeral Directors' Association

**CALL TO ORDER**

Mr. Omms called the meeting to order at 1:11 p.m. and asked the Board members and staff to introduce themselves.

Mr. Omms stated that in the absence of a quorum, the Committee could consider the draft language and make recommendations, although no motions would be made. Upon Ms. Mimms' arrival, a quorum could be established for conducting business.

Mr. Omms read the mission of the Board, which is also the mission of the Department of Health Professions.

Mr. Ombs provided reminders to the Board members and audience regarding sign in sheets.

Ms. Tillman Wolf then read the emergency egress instructions.

## **ORDERING OF THE AGENDA**

Mr. Ombs requested any proposed changes to the meeting agenda. Hearing none, he proceeded with the meeting.

## **PUBLIC COMMENT**

Ross Miller asked for clarification regarding Appendix III in determining if the Appendix establishes a contractual relationship between a provider and a consumer. He inquired whether the language was recommended or required. Mr. Miller requested that the Committee review the verbiage for “funeral service providers” in Appendix III, as the term was not defined in the Board’s regulations. Mr. Miller requested information on a previously submitted petition for rulemaking and inquired as to the Board’s processes. Ms. Barrett informed Mr. Miller that the Board was unable to comment on items not related to the Committee’s agenda.

Ms. Mimms arrived at 1:21 p.m. With three members present, a quorum was established.

Barry Robinson, Virginia Morticians Association (“VMA”) submitted written public comment (Attachment A).

## **DISCUSSION**

*Proposed Regulations from Periodic Review (Appendix I, II, III to 18VAC65-20-10 et seq.; 18VAC65-30-10 et seq.)*

Ms. Tillman Wolf reviewed staff drafts of the proposed amendments to Appendices I, II, and III to 18VAC65-20-10 et seq. The Committee discussed the proposed changes as presented by Ms. Tillman Wolf (Attachment B), with discussion of a more specific amendments to Appendix I, to include the addition of a category under Direct Cremation for “direct cremation with the highest-priced casket acceptable for cremation” and to create consistency of formatting.

Upon a **MOTION** by Ms. Mimms, and properly seconded by Dr. Hickey, the Committee voted to present the recommendations as discussed and amended related to Appendices I, II, and III to 18VAC65-20-10 et seq. to the full Board on October 10, 2019.

Ms. Tillman Wolf reviewed a staff draft of proposed amendments to the Board’s preneed regulations in 18VAC65-30-10 et seq. Ms. Tillman Wolf stated that the full Board previously discussed amendments through subsection 30-60, but that the Committee was called upon to review the proposed changes in the regulation related to record reporting (subsection 30-70) and thereafter.



Ms. Tillman Wolf provided updated draft language for subsection 30-70 for the Committee’s review and discussion. Committee members further discussed the proposed amendments to the remaining sections. (Attachment C)

Upon a **MOTION** by Ms. Mimms, and properly seconded by Dr. Hickey, the Committee voted to present the recommendations for amendments to the Regulations for Preneed Funeral Planning (18VAC65-30-10 et seq.) as discussed by the Committee to the full Board on October 10, 2019.

**ADJOURNMENT**

With all business concluded, the meeting adjourned at 2:50 p.m.

\_\_\_\_\_  
Larry Omps, FSL, Committee Chair

\_\_\_\_\_  
Corie Tillman Wolf, J.D., Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**From:** mrbarryde@aol.com  
**Sent:** Tuesday, September 24, 2019 10:36 AM  
**To:** sarah.georgen@dhp.virginia.gov  
**Cc:** corie.wolf@dhp.virginia.gov  
**Subject:** Re: Virginia Board of Funeral Directors and Embalmers - Legislative/Regulatory Meeting - September 24, 2019

Good Morning,

Due to my schedule today, I am unable to attend the Legislative/Regulatory Meeting today (9/24). However, I have reviewed the appendixes and submit the following comments:

1. Appendix I:

Under par 1 General Information: last sentence in " marks, remove the word "providers" and replace with "licensees"  
 Should the words "students" and "registered interns" be added?

Under par VI Immediate Burial: Under letter B should "lowest priced" be delete?

Under par VII Direct Cremation: Recommend adding the description of fees as shown in the current "Complying with the Funeral Rule"

i.e. (Our charges for a direct cremation...)

Price Range: Highest priced acceptable casket for cremation

2. Appendix II - No Comments

3. Appendix III -

Under par III Embalming - at the bottom of the first page, "written authorization for embalming is optional" should be deleted based on the recent update on Authorization for Embalming

Thank you for the opportunity to provide comments

Barry D. Robinson  
 VMA Legislative Committee  
 540-760-3330

-----Original Message-----

From: Sarah Georgen <sarah.georgen@dhp.virginia.gov>

To: Sarah Georgen <sarah.georgen@dhp.virginia.gov>

Sent: Tue, Sep 10, 2019 10:54 am

Subject: Virginia Board of Funeral Directors and Embalmers - Legislative/Regulatory Meeting - September 24, 2019

Good morning,

You are being contacted as part of the Virginia Board of Funeral Directors and Embalmers PPG list.

The Board will hold a Legislative/Regulatory Committee meeting on September 24, 2019 at 1:00 p.m. The materials for the meeting are available by clicking this [link](#).

Kind regards,  
 Sarah Georgen  
 Licensing and Operations Manager  
 Board of Funeral Directors & Embalmers  
 Board of Physical Therapy

Board of Long-Term Care Administrators  
Department of Health Professions  
9960 Mayland Drive, Suite 300  
Henrico, Virginia 23233  
(804) 597-4125 Direct Dial

Visit our website: [www.dhp.virginia.gov](http://www.dhp.virginia.gov)

The DHP mission is to ensure safe and competent patient care by licensing health professionals, enforcing standards of practice, and providing information to health care practitioners and the public.

Any and all statements provided herein shall not be construed as an official policy, position, opinion, or statement of the Virginia Board of Physical Therapy, Long Term Care Administrators, or Funeral Directors and Embalmers. Board staff cannot and do not provide legal advice. Board staff provides assistance to the public by providing reference to Board statutes and regulations; however, any such assistance provided by Board staff shall not be construed as legal advice for any particular situation, nor shall any such assistance be construed to communicate all applicable laws and regulations governing any particular situation or occupation. Please consult an attorney regarding any legal questions related to state and federal laws and regulations, including the interpretation and application of the laws and regulations of VBOPT, VBOLTCA, or VBOFDE.

UNDER NO CIRCUMSTANCES SHALL VBOPT, VBOLTCA, or VBOFDE, ITS MEMBERS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY ACTIONS TAKEN OR OMISSIONS MADE IN RELIANCE ON ANY INFORMATION CONTAINED IN THIS EMAIL. Any and all statements provided herein shall not be construed as an official policy, position, opinion, or statement of the Virginia Board of Physical Therapy, Long Term Care Administrators, or Funeral Directors and Embalmers. Board staff cannot and do not provide legal advice. Board staff provides assistance to the public by providing reference to Board statutes and regulations; however, any such assistance provided by Board staff shall not be construed as legal advice for any particular situation, nor shall any such assistance be construed to communicate all applicable laws and regulations governing any particular situation or occupation. Please consult an attorney regarding any legal questions related to state and federal laws and regulations, including the interpretation and application of the laws and regulations of VBOPT, VBOLTCA, or VBOFDE.

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**VIRGINIA BOARD OF FUNERAL DIRECTORS AND EMBALMERS**

Perimeter Center

9960 Mayland Drive, Suite 300 – Henrico, Virginia 23233-1463

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**APPENDIX I**

**GENERAL PRICE LIST**

**Note to Establishments:** The following General Price List has been prepared as a guideline. All General Price Lists must contain at least the following content if you offer the goods and services for sale at your establishment. You may use any format arrangement you choose and may add to this information to fit your establishment's services.

This sample form has notes throughout that are for your information only and are not intended to be included on the form when you prepare the form for use at your establishment. The board has marked these notes with asterisks (\*).

**The statements in italics are required by the Federal Trade Commission and the Board.** The FTC disclosure requirements must be placed under the appropriate category as indicated on this sample form.

**APPENDIX I**

Any Funeral Home

Main Street

Anytown, Virginia

Telephone Number

**GENERAL PRICE LIST**

These prices are effective as of \_\_\_\_\_ (Date)

(Prices are subject to change without prior notice)

**I. General Information:**

**Required Disclosure:** *"The goods and services shown below are those we can provide to our customers. You may choose only the items you desire. However, any funeral arrangements you select will include a charge for our basic services and overhead. If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected."*

*"Certain funeral services may be provided off-premises by other funeral service providers."*

**Optional Disclosure:** *"This list does not include prices for certain items that you may ask us to buy for you such as cemetery or crematory services, flowers, and newspaper notices. The prices for these items will be shown on your bill or the statement describing the funeral goods and services you selected."*

**II. Professional Services of Funeral Director and Staff**

A. Basic Services of Funeral Director and Staff \$ \_\_\_\_\_

*"This fee for our basic services and overhead will be added to the total cost of the funeral arrangements you select. (This fee is already included in our charges for direct cremations, immediate burials, and forwarding or receiving remains.)"* OR

*Please note that a fee of \$ \_\_\_\_\_ for the use of our basic services and overhead is included in the price of our caskets. This same fee shall be added to the total cost of your funeral arrangements if you provide the casket."*

Our services include: (\*Note: List what charge for basic services includes)

### III. Funeral Home Facilities

A. Facilities and staff for visitation and viewing \$ \_\_\_\_\_

Our charge includes:

B. Facilities and staff for funeral ceremony \$ \_\_\_\_\_

Our charge includes:

C. Facilities and staff for memorial service \$ \_\_\_\_\_

Our charge includes:

D. Equipment and staff for graveside service \$ \_\_\_\_\_

Our charge includes:

(\*Note: If you have additional charges such as facilities and staff for home/church viewing, of a charge for additional staff per person or through calculation of manhours, etc., add here as extra items. If you have a charge for interment, add here. Describe what charges include.)

### IV. Embalming

*"Embalming is not required by law. Embalming may be necessary, however, if you select certain funeral arrangements such as a funeral with viewing. If you do not want embalming, you usually have the right to choose an arrangement that does not require you to pay for it, such as direct cremation or immediate burial."*

A. Normal remains. \$ \_\_\_\_\_

B. Autopsy remains. \$ \_\_\_\_\_

(\*Note: If the cost for embalming is the same for normal and autopsied remains, only one price may be listed)

### V. Other Preparation of the Deceased

(\*Note: List below each preparation service that you offer and the price. If you do not charge for other preparation, remove this section.)

A. \$ \_\_\_\_\_

B. \$ \_\_\_\_\_

C. \$ \_\_\_\_\_

VI. Immediate Burial (\*List price range) \$ \_\_\_\_\_

(\*Note: A price range must be given for this service. Your prices should range from your immediate burial package with container provided by purchaser to your immediate burial package plus your highest priced casket.)

Our charges include: (\*Note: List under each category what the charge includes)

A. Immediate burial with container provided by purchaser \$ \_\_\_\_\_

B. Immediate burial with lowest priced alternative container \$ \_\_\_\_\_

(\*Note: If an alternative container is not offered, this line item may be omitted; if an alternative container is offered, include a brief description *of the container.*)

C. Immediate burial with highest priced casket \$ \_\_\_\_\_

**VII. Direct Cremation** (\*List price range) \$ \_\_\_\_\_ to \$ \_\_\_\_\_

*"State and local laws do not require a casket for direct cremation. If you want to arrange a direct cremation, you can use an alternative container. Alternative containers encase the body and can be made of materials like fiberboard or composition materials (with or without an outside covering). The containers we provide are [specify containers]."*

(\*Note: A price range must be given for a direct cremation. Your prices should range from direct cremation with a container provided by the purchaser to the price for direct cremation with a container provided by the purchaser plus the highest priced wooden casket acceptable for cremation or highest priced cremation casket. Describe the services included for each category listed below.)

A. Direct cremation with container provided by the purchaser. \$ \_\_\_\_\_

B. Direct cremation with (list each alternative container specified in the above disclosure) \$ \_\_\_\_\_

(\*A price and description for alternative container should be provided)

C. Direct cremation with highest priced casket suitable for cremation \$ \_\_\_\_\_

**VIII. Transfer of Remains to Funeral Establishment** \$ \_\_\_\_\_

(\*Note: This is added only when it is not included under professional services. You must explain what this charge includes if listed separately.)

**IX. Forwarding Remains to Another Funeral Establishment** \$ \_\_\_\_\_

Our charge includes:

Revised: January 12, 2016 [DATE]

**X. Receiving Remains from Another Funeral Establishment**

Our charge includes: \$ \_\_\_\_\_

**XI. Automotive Equipment and Services**

(\*Note: Specify a range of miles for local service. If a fee is charged beyond local miles, please specify the fee per mile. The cost of any vehicle that you must rent should be included on the itemized statement as a cash advance item.)

A. Use of hearse \$ \_\_\_\_\_

B. Use of limousine \$ \_\_\_\_\_

C. Other automotive equipment and services \$ \_\_\_\_\_

(\*Note: You should provide a description and price for each automotive equipment and service listed.)

**XII. Funeral Merchandise**

A. Caskets \$ \_\_\_\_\_ to \$ \_\_\_\_\_

*"A complete price list will be provided at the funeral ~~establishment~~ home."*

B. Outer Burial Containers \$ \_\_\_\_\_ to \$ \_\_\_\_\_

*"A complete price list will be provided at the funeral ~~establishment~~ home."*

C. Other funeral merchandise

(\*Note: List all other merchandise that you offer including acknowledgment cards, register book, memorial folders, etc. and include the price.)



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**APPENDIX II**

**CASKET PRICE LIST**

**OUTER BURIAL CONTAINER PRICE LIST**

**Note to Establishments:** The following Casket Price List and Outer Burial Container Price List has been prepared as a guideline. You must have lists that are identified separately for each or the Casket Price List may be included in the General Price List. All Casket Price Lists and Outer Burial Price Lists must contain at least the following content if you offer the goods and services for sale at your establishment. You may use any format arrangement you choose and may add to this information to fit your establishment's services.

These sample forms have notes throughout that are for your information only and are not intended to be included on the form when you prepare the form for use at your establishment. The board has marked these notes with asterisks (\*).

**The statements in italics are required by the Federal Trade Commission and the board.** They may be placed in any location on the price lists.

Any Funeral Home  
Main Street  
Anytown, Virginia  
Telephone Number

**CASKET PRICE LIST**

(\* This price list may accompany or be included in the General Price List)

These prices are effective as of \_\_\_\_\_ (Date)

(Prices are subject to change without prior notice)

<u>Manufacturer</u>	<u>Description</u>	<u>Retail Price</u>
*List Manufacturers	*Describe Casket or Alternative Containers	\$ _____

(\*Note: You are required to list sufficient identifying information in order that your families can tell the difference between one casket or alternative container over another.)

Any Funeral Home  
Main Street  
Anytown, Virginia  
Telephone Number

**OUTER BURIAL CONTAINER PRICE LIST**

(\* This price list may accompany or be included in the General Price List)

These prices are effective as of \_\_\_\_\_ (Date)

(Prices are subject to change without prior notice)

*“State or local law does not require you to buy a container to surround the casket in the grave. However, many cemeteries require that you have such a container so that the grave will not sink in. Either a grave liner or a burial vault will satisfy these requirements.”*

[\*Note: If your locality has an ordinance requiring an outer burial container, the above disclosure must start with the phrase, *“In most areas of the country,”*]

Manufacturer	Description	Retail Price
--------------	-------------	--------------

*List Manufacturers	*Describe Containers	\$ _____
---------------------	----------------------	----------

(\*Note: You are required to list sufficient identifying information in order that your families can tell the difference between one outer burial container over another.)

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**APPENDIX III**

Any Funeral Home

Main Street - Anytown, Virginia - Telephone Number

**ITEMIZED STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED**

**Funeral Services for** \_\_\_\_\_

**Date of Death** \_\_\_\_\_ **Today's Date** \_\_\_\_\_

**I. PROFESSIONAL SERVICES**

A. Basic Services of Funeral Director and Staff \$ \_\_\_\_\_

**II. FUNERAL HOME FACILITIES**

A. Facilities and staff for visitation and viewing \$ \_\_\_\_\_

B. Facilities and staff for funeral ceremony \$ \_\_\_\_\_

C. Facilities and staff for memorial service \$ \_\_\_\_\_

D. Equipment and staff for graveside service \$ \_\_\_\_\_

E. Other charges for staff or facilities (Itemized below) \$ \_\_\_\_\_

**III. EMBALMING**

*"If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming that you did not approve if you selected arrangements such as direct cremation or immediate burial. If we charged for embalming, we will explain why below."*

A. Normal remains \$ \_\_\_\_\_

B. Autopsy remains \$ \_\_\_\_\_

Embalming authorized by: \_\_\_\_\_

(\*Note: *Embalming authorization language* ~~N~~ot required on this form; could be a separate form.)

Reason for embalming:  
\_\_\_\_\_

(\*Note: ~~Written authorization for embalming is optional, and Reason~~ for embalming could go on the disclosure page.)

**IV. OTHER PREPARATION OF THE BODY**

(\* List below each preparation service that you offer and the price.)

**V. IMMEDIATE BURIAL** \$ \_\_\_\_\_

Charge includes: (\* Briefly list what charge includes)

**VI. DIRECT CREMATION** \$ \_\_\_\_\_

Charge includes: (\* Briefly list what charge includes)

**VII. TRANSFER OF REMAINS TO FUNERAL ESTABLISHMENT** \$ \_\_\_\_\_

(\* List separately only when you list it as a separate charge on your General Price List.)

**VIII. FORWARDING REMAINS TO ANOTHER FUNERAL ESTABLISHMENT**

Charge includes: (\*Briefly list what charge includes) \$ \_\_\_\_\_

**IX. RECEIVING REMAINS FROM ANOTHER FUNERAL ESTABLISHMENT**

Charge includes: (\*Briefly list what charge includes) \$ \_\_\_\_\_

**X. AUTOMOTIVE EQUIPMENT AND SERVICES** \$ \_\_\_\_\_

Local service beyond \_\_\_\_\_ miles, add \$ \_\_\_\_\_ per ~~vehicle~~ mile.

(\*Note: This statement must be included if this is your practice. List below all automotive equipment that you offer as a service. Any vehicles that you must rent would be a cash advance item.)

**XI. FUNERAL MERCHANDISE** (\*Describe items selected below)

A. Casket \_\_\_\_\_ \$ \_\_\_\_\_

B. Outer Burial Container \_\_\_\_\_ \$ \_\_\_\_\_

C. All other funeral merchandise provided:  
 \_\_\_\_\_ \$ \_\_\_\_\_

**XII. ANTICIPATED CASH ADVANCE ITEMS**

"We charge you for our services in obtaining:" (\*List each cash advance item. If you do not charge for your services and do not receive a commission or rebate from the third party, you do not have to use this disclosure.)

\_\_\_\_\_ \$ \_\_\_\_\_

**XIII. PACKAGES**

\$ \_\_\_\_\_

List any in-house package and state what items package includes. Items do not have to be priced individually. You do not have to go back through the contract and itemize the separate prices.

**XIV. SUMMARY** (\* Mark N/A if fee does not apply)

A.	Subtotal: Professional Services and Facilities	\$ _____
B.	Subtotal: Funeral Merchandise	\$ _____
	Virginia Sales Tax on Funeral Merchandise	\$ _____
C.	Subtotal: Anticipated Cash Advances	\$ _____
	<b>PRELIMINARY TOTAL FUNERAL ACCOUNT</b>	\$ _____
	Additional late purchase cash advances	\$ _____
	<b>FINAL TOTAL FUNERAL ACCOUNT</b>	\$ _____

**DISCLOSURES**

*"Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reason in writing below:"*

\_\_\_\_\_  
\_\_\_\_\_

**Warranty:** *"The only warranty on the casket or outer burial container, or both, sold in connection with this service is the express written warranty if any, granted by the manufacturer. This Funeral Home makes no warranty, express or implied, with respect to the casket or outer burial container."*

**ACKNOWLEDGEMENT AND AGREEMENT**

(\*Note: Describe your terms below)

**TERMS AND PAYMENT**

(\*Note: Describe your terms of payment below)

_____	_____	_____	_____
Signed	Dated	Co-signed	Dated
_____	_____	_____	_____
Street		Street	
_____	_____	_____	_____
City	State Zip	City	State Zip

**ACCEPTANCE:** (*Name of Funeral Establishment*) agrees to provide all services, merchandise and cash advances indicated on this Statement.

\_\_\_\_\_  
Licensed Funeral Director or Funeral Service ~~Provider~~ Licensee

## Chapter 30. Regulations for Preneed Funeral Planning

### Part I. General Provisions.

#### 18VAC65-30-10. Definitions.

In addition to those defined in §54.1-2800 of the Code of Virginia, the following words and terms when used in this chapter shall have the following meanings unless the context clearly indicates otherwise:

"Appointee" means the individual selected by the contract beneficiary to arrange a preneed funeral plan on behalf of the contract beneficiary.

~~"Capper," "steerer," or "shill" means a person who serves to entice another to purchase a product or to direct the course of action and choice of the buyer in a preneed funeral contract sale.~~

"Cash advance item" means any item of service or merchandise described to a purchaser as a "cash advance," "accommodation," "cash disbursement," or similar term. A cash advance item is also any item obtained from a third party and paid for by the funeral provider on the behalf of the contract buyer. Cash advance items may include, but are not limited to, cemetery or crematory services, pallbearers, public transportation, clergy honoraria, flowers, musicians or singers, nurses, obituary notices, gratuities, and death certificates.

"Consideration," "contract price," or "funds" means money, property, or any other thing of value provided to be compensation to a contract seller or contract provider for the funeral services and funeral goods to be performed or furnished under a preneed funeral contract. Consideration does not include late payment penalties and payments required to be made to a governmental agency at the time the contract is entered into.

"Contract" means a written, preneed funeral contract, and all documents pertinent to the terms of the contract under which, for consideration paid to a contract seller or a contract provider by or on behalf of a contract buyer prior to the death of the contract beneficiary, a person promises to furnish, make available, or provide funeral services or funeral goods after the death of a contract beneficiary.

"Contract beneficiary" means the individual for whom the funeral services and supplies are being arranged.

"Contract buyer" means the purchaser of the preneed contract.

"Contract provider" means the funeral establishment designated by the contract buyer and contracting with the contract buyer to provide for funeral services and supplies in the preneed funeral contract.

"Contract seller" means the funeral service licensee who makes the preneed arrangements with the contract buyer for the funeral service and who makes the financial arrangements for the service and the goods and supplies to be provided.



"Designee" means the individual designated to make arrangements for burial or final disposition of the remains pursuant to §54.1-2825 of the Code of Virginia.

"Funding source" means the trust agreement, insurance policy, annuity, personal property, or real estate used to fund the preneed plan.

"Funeral supplies and services" means the items of merchandise sold or offered for sale or lease to consumers that will be used in connection with a funeral or an alternative to a funeral or final disposition of human remains including caskets, combination units, and catafalques. Funeral goods does not mean land or interests in land, crypts, lawn crypts, mausoleum crypts, or niches that are sold by a cemetery that complies with Chapter 23.1 (§54.1-2310 et seq.) of Title 54.1 of the Code of Virginia. In addition, "funeral supplies and services" does not mean cemetery burial vaults or other outside containers, markers, monuments, urns, and merchandise items used for the purpose of memorializing a decedent and placed on or in proximity to a place of interment or entombment of a casket, catafalque, or vault or to a place of inurnment that are sold by a cemetery operating in accordance with Chapter 23.1 of Title 54.1 of the Code of Virginia.

"Guaranteed contract price" means (i) the amount paid by the contract buyer on a preneed funeral contract, and income derived from that amount, or (ii) the amount paid by a contract buyer for a life insurance policy or annuity as the funding source and its increasing death benefit. These amounts shall be accepted as payment in full for the preselected funeral goods and services.

"Income" means the amount of gain received in a period of time from investment of consideration paid for a preneed contract.

"Nonguaranteed contract price" means the costs of items on a preneed funeral contract that are not fixed for the specified funeral goods or funeral services selected and nonguaranteed costs may increase from the date of the contract to the death of the contract beneficiary and the family or estate will be responsible for paying at the time of need for the services and supplies that were nonguaranteed. Cash advance items are not guaranteed.

**18VAC65-30-20 to 18VAC65-30-30. [Repealed]**

## **Part II. Sale of Preneed Plans.**

**18VAC65-30-40. [Repealed]**

**18VAC65-30-50. Solicitation.**

A. In accordance with provisions of §54.1-2806 of the Code of Virginia, a licensee shall not initiate any preneed solicitation using in-person communication by the licensee, his agents, assistants, or employees.

B. After a request to discuss preneed planning is initiated by the contract buyer or interested consumer, any contact and in-person communication shall take place only with a funeral service licensee. *Funeral service interns shall not engage in preneed planning or sales.*

### Part III. Operational Responsibilities.

#### 18VAC65-30-60. Records; general.

A. A licensee shall keep accurate accounts, books, and records of all transactions required by this chapter.

B. Preneed contracts and reporting documents shall be retained on the premises of the establishment for ~~one~~ three years after the death of the contract beneficiary.

C. A funeral home shall keep on file a written verification from the insurance company that the insurance or annuity contract complies with §54.1-2820 C of the Code of Virginia.

D. All preneed records shall be available for inspection by the Department of Health Professions.

#### 18VAC65-30-70. Record reporting.

A. A contract provider shall keep a chronological or an alphabetical listing of all preneed contracts. The listing shall include the following:

1. Name of contract buyer;
2. Name of contract beneficiary;
3. Date of contract;
4. How contract was funded, where the contract is funded, and where the funds are maintained;
5. Whether up to 10% of funds are retained by the contract provider for contracts funded through trust; and
6. Whether funeral goods and supplies are stored for the contract buyer.

B. A contract provider who discontinues its business operations, whether by closure or change of ownership, shall notify the board and ~~each existing~~ contract buyers in writing in accordance with the following provisions:

1. A contract provider who discontinues its business operations by closure shall provide to the board a current list of preneed contracts at the time of closure.

2. A contract provider who discontinues its business operations by closure shall notify each existing contract buyer in writing prior to closure and include a statement in the notification regarding the contract buyer's right to change the contract provider at any time prior to at-need.

3. If a contract provider changes ownership and the new establishment intends to honor existing contracts, the new establishment shall provide notice of the change of ownership and intent to honor existing contracts in a publication of general circulation in the locality where the establishment is located within 90 days after the change in ownership.

4. If a contract provider changes ownership and the new establishment does not intend to honor existing contracts, notification shall be provided to each existing contract buyer in writing within 90 days after the change in ownership. The notice shall include a statement regarding the contract buyer's right to change the contract provider at any time prior to at-need.

## **Part IV. Contract.**

### **18VAC65-30-80. Content and format.**

A. A person residing or doing business within the Commonwealth shall not make, either directly or indirectly by any means, a preneed contract unless the contract buyer has been given in writing all information and disclosures required by law and regulation.

B. In addition to requirements of §54.1-2820 of the Code of Virginia, the contract shall contain the following:

1. The date of the contract;
2. Whether or not the price of the supplies and services purchased is guaranteed;
3. The appointee agreement when applicable; and
4. Signatures of the contract seller and the contract buyer.

C. If an appointee agreement has been signed, it shall be attached to the preneed contract as a valid part of the contract.

## **Part V. Disclosures.**

### **18VAC65-30-90. Disclosures.**

A. At the time of the inquiry, licensees shall furnish to each person inquiring about preneed arrangements a copy of the general price list and preneed disclosure questions and answers.

B. Immediately upon concluding the arrangement conference, licensees shall furnish to each person who makes a preneed arrangement a copy of the preneed contract and funding contract. Licensees shall receive a written acknowledgment from the contract buyer that the buyer has received a copy of the general price list and preneed disclosure questions and answers.

C. An itemized statement of funeral goods and services shall be given at the time of need even if the arrangements were made through a preneed contract.

## **Part VI. Funding.**

### **18VAC65-30-100. Finance charges prohibited.**

A licensee shall not charge finance charges on a preneed arrangement.

**18VAC65-30-110. Cancellation or transfer of contract.**

A. Any person who makes payment under this contract may terminate the agreement at any time prior to the time for which the services or supplies are furnished.

B. If the contract buyer terminates the contract within 30 days of the execution of the contract, the contract buyer shall be refunded all consideration paid or delivered and any interest or income accrued on it.

C. If the contract buyer uses a revocable trust as the funding source and terminates the contract after 30 days of the execution of the contract, the contract buyer shall be refunded:

1. All consideration paid or delivered on nonguaranteed items;
2. At least 90% of all consideration paid for guaranteed items; and
3. All interest or income accrued on it.

D. If the contract buyer uses an irrevocable trust as the funding source, the contract buyer is not able to cancel the trust after 30 days following its execution except in accordance with §§ 64.2-729 *and* [64.2-730](#) of the Code of Virginia.

E. The contract buyer shall have the right to change the contract provider and the trustee at any time prior to the furnishing of the services or supplies contracted for under the preneed contract.

**18VAC65-30-120. Escrow account.**

Within five banking days after the day of receipt of any money from the contract buyer and until the time the money is invested in a trust, life insurance, or annuity policy, the contract seller or the contract provider shall deposit the money into an escrow account in a bank or savings institution approved to do business in the Commonwealth.

**18VAC65-30-130. Real estate.**

When the consideration consists in whole or in part of any real estate, the following shall occur:

1. The preneed contract shall be recorded as an attachment to the deed whereby the real estate is conveyed; and
2. The deed shall be recorded in the clerk's office in the circuit court of the city or county in which the real estate being conveyed is located.

**18VAC65-30-140. Personal property.**

When the consideration consists in whole or in part of any personal property, the following shall occur:

1. Personal property shall be transferred by:

- a. Actual delivery of the personal property; or
  - b. Transfer of the title to the personal property.
2. Within 30 days of receiving the personal property or the title to the personal property, the licensee or person delivering the property shall:
- a. Execute a written declaration of trust setting forth the terms, conditions, and considerations upon which the personal property is delivered; and
  - b. Record the trust agreement in the clerk's office of the circuit court of the locality in which the person delivering the property is living; or
  - c. Record the preneed contract in the clerk's office of the circuit court of the locality in which the person delivering the property or trust agreement is living provided that the preneed contract sets forth the terms, conditions, and considerations of the trust.

**18VAC65-30-150 to 18VAC65-30-160. [Repealed]**

**18VAC65-30-170. Trust accounts.**

If funds are to be trusted, the trust account is to be established according to provisions of §§54.1-2822 and 54.1-2824 of the Code of Virginia and the following information shall be disclosed in writing to the contract buyer:

1. The amount to be trusted;
2. The name of the trustee;
3. The disposition of the interest;
4. The fees, expenses, and taxes which may be deducted from the interest;
5. Whether up to 10% is retained by the contract provider; and
6. A statement of the contract buyer's responsibility for taxes owed on the interest.

**18VAC65-30-180. Life insurance or annuity.**

If a life insurance or annuity policy is used to fund the preneed funeral contract, the contract shall be in compliance with provisions of §§ 38.2-3100.3 and 54.1-2820 ~~B~~ C of the Code of Virginia and shall contain the following information:

1. Name of the contract provider;
2. Name and funeral license number of contract seller;
3. Place of employment of contract seller;

- 4. Name of insurance agent and agent's insurance license number;
- 5. Insurance agent's employer and insurance company represented by insurance agent; and
- 6. Identification as to whether the insurance agent is a funeral service licensee and, if so, the funeral service license number.

**18VAC65-30-190. [Repealed]**

**Part VII. Supplies and Services.**

**18VAC65-30-200. Supplies and services.**

A. If the contract seller will not be responsible for furnishing the supplies and services to the contract buyer, the contract seller shall attach to the preneed funeral contract a copy of the contract seller's agreement with the contract provider.

B. If any funeral supplies are sold and delivered to the contract provider prior to the death of the contract beneficiary, the risk of loss or damage shall be upon the contract provider during such period of storage.

C. If the particular supplies and services specified in the contract are unavailable at the time of delivery, the contract provider shall be required to furnish supplies and services similar in style and at least equal in quality of material and workmanship. The representative of the deceased shall have the right to choose the supplies or services to be substituted.

**Part VIII. Required Content of Contracts and Disclosures.**

**18VAC65-30-210. [Repealed]**

**18VAC65-30-220. Content of preneed contracts.**

The following information shall be contained in any contract for preneed funeral planning.

Date: \_\_\_\_\_

Contract: \_\_\_\_\_

PRENEED FUNERAL CONTRACT

For: (Name of Recipient of Services)

\_\_\_\_\_

\_\_\_\_\_ (Zip) \_\_\_\_\_

I. SUPPLIES AND SERVICES PURCHASED

If ~~the prices of~~ goods and services are guaranteed and your contract is fully paid or funded at the time of your death, no additional cost will incur for your family or estate even though the actual prices of goods and services may increase between the date of this contract and the time of need. (Please see the disclosure document.)

If goods and services are nonguaranteed, your family or estate may incur additional cost for goods and services, as the prices for these items may increase from the date of the contract to the time of need.

Cash advance items are not guaranteed. A cash advance item is any item obtained from a third party by the funeral home on your behalf. Cash advance items may include, but are not limited to, cemetery or crematory services, pallbearers, public transportation, clergy honoraria, flowers, musicians or singers, nurses, obituary notices, gratuities, and death certificates.

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use an item, we will explain the reasons in writing below. If you selected a funeral that may require embalming, such as a funeral with a viewing, you may have to pay for embalming. You do not have to pay for embalming you did not select if you select arrangements such as a direct cremation or immediate burial.

### Guaranteed Services Purchased

- |     |  |          |
|-----|--|----------|
| I.  | BASIC SERVICES OF FUNERAL DIRECTOR AND STAFF | \$ _____ |
|     |  |          |
| II. | FUNERAL HOME FACILITIES                      |          |
|     |  |          |
| A.  | Facilities and Staff for visitation/viewing  | \$ _____ |
| B.  | Facilities and Staff for funeral ceremony    | \$ _____ |
| C.  | Facilities and Staff for memorial service    | \$ _____ |
| D.  | Equipment and Staff for graveside service    | \$ _____ |

(NOTE TO FUNERAL HOME: If you have additional charges such as facilities and staff for home/church viewing, or a charge for additional staff person or through calculation of manhours, etc., add here as extra items. If you have a charge for equipment for interment, add here.)

### III. EMBALMING

- A. Normal remains \$ \_\_\_\_\_
- B. Autopsy remains \$ \_\_\_\_\_

IV. OTHER PREPARATION OF THE BODY \$ \_\_\_\_\_

(NOTE: List all items that you placed under Other Preparation on your General Price List.)

V. IMMEDIATE BURIAL \$ \_\_\_\_\_

VI. DIRECT CREMATION \$ \_\_\_\_\_

VII. TRANSFER OF REMAINS TO FUNERAL ESTABLISHMENT \$ \_\_\_\_\_

VIII. FORWARDING REMAINS TO ANOTHER FUNERAL HOME \$ \_\_\_\_\_

IX. RECEIVING REMAINS FROM ANOTHER FUNERAL HOME \$ \_\_\_\_\_

X. AUTOMOTIVE EQUIPMENT

- A. Hearse \$ \_\_\_\_\_

- B. Limousine \$ \_\_\_\_\_

(NOTE: List all others that you placed on General Price List.)

XI. FUNERAL MERCHANDISE

- A. Casket (\*describe) \_\_\_\_\_ \$ \_\_\_\_\_

- B. Outer Burial Container (\*describe) \_\_\_\_\_ \$ \_\_\_\_\_

- C. List any others \_\_\_\_\_ \$ \_\_\_\_\_

Supplies Purchased



Clothing	\$ _____
Temporary marker	\$ _____
Acknowledgment cards	\$ _____
Register/attendance books	\$ _____
Memorial folders	\$ _____
Other	\$ _____

SUBTOTAL COSTS OF (GUARANTEED) SUPPLIES PURCHASED: \$ \_\_\_\_\_

## XII. PACKAGE PRICES

(NOTE: List all package prices by name.)

SUBTOTAL COSTS OF (GUARANTEED) SUPPLIES PURCHASED: \$ \_\_\_\_\_

### **Nonguaranteed Goods and Services Purchased**

The actual prices of goods and services below are NOT GUARANTEED. These items may include, ~~but not be limited to~~, obituary notices, death certificates, cemetery fees, flowers, sales tax, etc. The prices are estimated and the estimates will be included in the Grand Total Contract Price. The differences between the estimated prices below and the actual cost will be settled with your family or estate at the time of need:

SUBTOTAL ESTIMATED COSTS OF NONGUARANTEED ITEMS: \$ \_\_\_\_\_

### GRAND TOTAL FOR PRENEED ARRANGEMENTS

1. Total cost of (guaranteed) services purchased \$ \_\_\_\_\_
2. Total cost of (guaranteed) supplies purchased \$ \_\_\_\_\_
3. Total estimated cost of nonguaranteed items \$ \_\_\_\_\_

GRAND TOTAL \$ \_\_\_\_\_

The only warranties, express or implied, granted in connection with the goods sold in this preneed funeral contract, are the express written warranties, if any, extended by the manufacturers thereof. No other warranties and no warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE are extended by the (funeral home) \_\_\_\_\_.

## II. GENERAL INFORMATION

In order that the Buyer may understand the relationship of all parties involved in this preneed arrangement and contract, the following is provided:

- A. Buyer:
- B. Funeral Home Providing Services:
- C. Contract seller:  
Employed by: (Funeral Home)  
Virginia Funeral Director *or Funeral Service Licensee* License Number:

## III. METHOD OF FUNDING

### Method of Funding

#### A. Insurance

#### B. ~~A.~~ Trust

The following information will be given if a trust is used to fund this agreement:

1. Amount to be trusted:
2. Name of trustee:
3. Disposition of Interest:
4. Fees, expenses, taxes deducted from earned interest:
5. Buyer's responsibility for taxes owned on interest:

#### B. ~~A.~~ Insurance or Annuity Contract

The following information will be given if an insurance policy or annuity contract is used to fund this agreement:

~~A. 1.~~ Buyer:

~~B. 2.~~ Insurance Company:

~~C. 3.~~ Insurance Agent:

Employed by: (Insurance Company)

Licensed Funeral Director or Funeral Service Licensee in Virginia: \_\_\_yes \_\_\_no

Funeral Director or Funeral Service Licensee License Number (If Applicable):

Employed by Funeral Home (If Applicable):

~~D. 4.~~ The life insurance or annuity contract provides either that:

\_\_\_\_\_ The face value thereof shall be adjusted annually by a factor equal to the Consumer Price Index as published by the Office of Management and Budget of the United States; or

\_\_\_\_\_ A benefit payable at death under such contract that will be equal or exceed the sum of all premiums paid for such contract plus thereon at the annual rate of at least 5.0%, compounded annually.

### III. CONSUMER INFORMATION

The Board of Funeral Directors and Embalmers is authorized by Chapter 28 (§54.1-2800 et seq.) of Title 54.1 of the Code of Virginia to regulate the practice of preneed funeral planning. Consumer complaints should be directed to:

The Board of Funeral Directors and Embalmers

9960 Mayland Drive, Suite 300

Richmond, Virginia 23233

Telephone Number 804-367-4479

Toll Free Number 1-800-533-1560 (Complaint line)

### IV. DISCLOSURES

The disclosure statements will be available for your review. The General Price List shall be furnished to you by the contract seller. These contain information that you must receive by law and/or the authority of the Board of Funeral Directors and Embalmers. You are entitled to receive

all information in clear and simple language including the language of the funding agreement for this preneed arrangement.

If any law, cemetery, or crematory requires the purchase of any of those items listed in Part I, the requirements will be explained in writing.

By signing this contract, buyer acknowledges availability of and opportunity to read a copy of all of the required documents.

*By signing this contract, contract seller acknowledges that the General Price List and the required disclosures have been furnished to the contract buyer.*

## V. TERMINATION OF CONTRACT

This person who funds this contract through a trust agreement may terminate this preneed contract at any time prior to the furnishing of the services or supplies contracted for:

Within 30 days

If you terminate this preneed contract within 30 days of the date of this contract, you will be refunded all payments of whatever type you have made, plus any interest or income you may have earned.

More than 30 days

If you terminate this preneed contract more than 30 days after the date on this contract, you will be refunded whatever amount was required to be placed in a revocable trust fund, plus any interest or income it has earned.

Any person who funds this contract through a trust fund which is irrevocable or through an insurance/annuity policy or through the transfer of real estate/personal property may not be eligible for a refund.

## VI. STATEMENT OF GUARANTEE

By signing this contract, (Funeral Home) \_\_\_\_\_ agrees to the statement checked below (check one):

\_\_\_\_\_ Prefinancing guarantees that no additional payment will be required from the family or estate for guaranteed services and supplies provided the Grand Total of these arrangements is paid in full and the interest is allowed to accumulate in your account (see page \_\_\_\_\_ for Grand Total amount). Payment of the difference will be required for the nonguaranteed estimated items if they increase in price.

\_\_\_\_\_ The prices for items under supplies and services are not guaranteed.

## VII. AGREEMENT

In witness whereof, the Buyer and the Funeral Home have executed this contract, intending its terms to be in accordance with the Code of Virginia and any regulations implementing the Code. By signing this contract you acknowledge that you have been provided access to and the opportunity to read the Disclosure Statements.

\_\_\_\_\_  
(Designee of Funeral Home) (Buyer)

\_\_\_\_\_  
(Funeral Home) (Contract Date)

VIII. PENALTIES OR RESTRICTIONS

The (funeral home) \_\_\_\_\_, has the following penalties or restrictions on the provisions of this contract.

- ~~1.~~ A. (Insert geographic restrictions);
- ~~2.~~ B. (Insert an explanation of the Funeral Home's inability to perform the request(s) of the Buyer);
- ~~3.~~ C. (Insert a description of any other circumstances ~~which~~ that apply);
- ~~4.~~ D. (Insert information that if particular goods and services specified in the contract are unavailable at the time of need):
- ~~A.~~ 1. The funeral home shall be required to furnish supplies and services similar in style and at least equal in quality of material and workmanship; and
- ~~B.~~ 2. The representative of the deceased shall have the right to choose the supplies or services to be substituted.

~~IX. ADDENDUM TO PRENEED CONTRACT~~ Addendum to Preneed Contract

APPOINTEE AGREEMENT

I appoint \_\_\_\_\_ of (address) \_\_\_\_\_ to assist with the preneed arrangements in my behalf. The relationship of my appointee to me is \_\_\_\_\_.

Contract Beneficiary: \_\_\_\_\_ Date: \_\_\_\_\_

I accept the request of (contract beneficiary) \_\_\_\_\_ to assist with his/her preneed arrangements.

Appointee: \_\_\_\_\_ Date: \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 20

Notary: \_\_\_\_\_

Date Commission Expires: \_\_\_\_\_

### **18VAC65-30-230. Content of disclosure statements.**

The following disclosure statements shall be provided as a part of any contract used for preneed funeral planning:

We are required by law and/or the Virginia Board of Funeral Directors and Embalmers to provide access to and the opportunity for you to read the following information to assist you in preplanning. A question and answer format is used for clarity and includes the most commonly asked questions.

#### **PRENEED CONTRACTS**

-- Is there more than one type of preneed agreement?

Yes. Guaranteed contracts mean that the costs of certain individual items or the cost of the total package will never be more to your family or estate. Nonguaranteed *contracts* means just the opposite. *Nonguaranteed contracts mean costs may increase or decrease between the time of the agreement and the time of need. A preneed contract may have both guaranteed and nonguaranteed costs.* (See the section entitled "General Funding Information" for more information on guaranteed and nonguaranteed costs.)

Contracts may be funded by insurance/annuity policies, trusts, or transfer of real estate/personal property.

-- What are my protections?

You should take your completed preneed contract home before you sign it and review it with your family or your legal advisor. You have a right to this review before you sign the contract or pay any money.

You should also read carefully the information in this disclosure statement. If you have any questions, contact the seller for more information or contact your legal advisor.

#### **CANCELLATION**

-- Can I cancel my preneed agreement if I change my mind? Will I get my money back?

You may cancel payment for supplies or services within 30 days after signing the agreement. If you funded your preneed arrangement through a trust (*revocable or irrevocable*), the contract seller will refund all the money you have paid plus any interest or income you have earned.

If you funded your preneed arrangement through a revocable trust and you cancel the preneed contract AFTER the 30-day deadline, you will be refunded all of your money on the items that are

not guaranteed and 90% of all your money on the items that are guaranteed. You will also receive any interest or income on that amount. A revocable trust is a trust that you can cancel.

There may be a penalty to withdraw money from a revocable trust account which has already been established in your name. If there is, your contract will give you this information. (See the first question under the section entitled "Payment" below.)

If you have funded your preneed arrangement through an irrevocable trust, you will not be able to cancel the trust agreement or receive a refund AFTER 30 days following the signing of the agreement ~~its executive~~ except in accordance with §§ 64.2-729 and 64.2-730 of the Code of Virginia.

If you funded your preneed arrangement through an insurance policy/annuity contract which will be used at the time of your death to purchase the supplies and services you have selected, you will need to pay careful attention to the cancellation terms and conditions of the policy. You may not be eligible for a refund.

## PAYMENT

-- What happens to my money after the contract is signed?

Your money will be handled in one of several ways. It may be deposited in a separate trust account in your name. The trust account will list a trustee who will be responsible for handling your account. The funeral home you have selected as your beneficiary will also be listed. You have the right to change the funeral home and the trustee of your account prior to receiving the supplies and services under the preneed contract.

Your money may be used to purchase a preneed life insurance policy which may be used to pay for your arrangements upon your death. The proceeds of the policy will be assigned to the funeral home of your choice. You may change the funeral home assignment at any time prior to receiving the supplies and services under the preneed contract.

You may decide to choose a life insurance policy or a trust account that requires regular premium payments and not have to make an up-front, lump sum payment.

-- May I pay for goods and services with real estate or personal property?

Yes. When you pay for these supplies and services in whole or in part with any real estate you may own, the preneed contract that you sign will be attached to the deed on the real estate and the deed will be recorded in the clerk's office of the circuit court in the city or county where the real estate is located.

If you pay for goods and services with personal property other than cash or real estate, the contract seller, will declare in writing that the property will be placed in a trust until the time of your death and will give you written information on all the terms, conditions, and considerations surrounding the trust. The contract seller will confirm in writing that he has received property.

You may decide not to transfer the title of the personal property to the contract seller of your preneed contract. In this situation, you will have to submit information to the contract seller in writing that you are giving him the property without a title, and describe the property and where it will be kept until the time of your death.

In either case, the written statements will be recorded in the clerk's office of the circuit court of the city or county in which you live. The written statement does not have to be a separate document.

#### GENERAL FUNDING INFORMATION

-- If the prices of the goods and services are affected by inflation between now and my death, will the funding I choose be adjusted accordingly?

There is a possibility that the funding may fail to keep up with inflation. This could mean that the funding you choose ~~could have insufficient~~ may not have enough value to cover all expenses at the time of need.

-- What happens if my funding is not enough to cover the full cost of these arrangements?

If the entire funeral or specific items in the agreement are guaranteed by the contract seller, your family or estate will not have to pay any more for those items provided that you have paid the grand total in full and all interest earned is allowed to accumulate in your account. However, if you have not paid the account in full and have not allowed the interest to accumulate in the account and any items increase in price, your family or estate would be responsible for the extra amount if the funds are not sufficient. In some situations where you pay toward your funding with regular premiums rather than in one lump sum, your account may not be enough at the time of your death to cover everything.

-- What happens to the extra money if my funding is more than what is needed to pay for these arrangements?

Sometimes, as explained in the answer above, your funding account may not have had the time to grow sufficiently before your death to cover items which are guaranteed in price to you, yet have increased in price for the funeral home.

After funeral expenses are paid, there may be money left over. Because of the ongoing risk that a funeral home takes in guaranteeing prices for you, the funeral home may not be required to return this excess money.

Some funding agreements and funeral homes, however, require that extra money be returned to the estate or family. Others do not. You should obtain information concerning this in writing before signing the preneed contract.

The answers to the following questions will depend upon the terms and conditions of the individual's funding and preneed agreements.

Please review your preneed contract and/or funding agreement for answers to these questions.



-- What happens to my preneed contract if I change my assignment from one funeral home to another?

(Funeral home shall place answer here)

-- What happens to my preneed contract if I change the beneficiary of my funding or the use of my proceeds from the funding-?

If you make such changes, it could void your contract. You should request specific information from the contract seller and the funding arrangement.

-- What will happen to my preneed contract if I fail to make agreed to premium payments to my funding source?

(Funeral home shall place answer here)

-- Do I get any money back if I surrender or cancel my funding arrangements?

(Funeral home shall place answer here)

-- What happens if the funeral home closes? Will I be able to transfer my contract to another funeral home?

You have the right to change the funeral home (contract provider) at any time prior to receiving services or supplies under the preneed contract. A funeral home is required to notify you in writing if it closes or is sold to a buyer that does not intend to honor your preneed contract.

## TRUST ACCOUNT

-- If my money goes into a trust account, what information will I receive about that account?

If you want your money to go into a trust fund, the trust agreement must furnish you with information about the amount to be deposited into the account, the name of the trustee, information about what happens to the interest your trust account will earn, and information about your responsibility to file and pay taxes on that interest.

If there are filing expenses connected with your trust account, you will be notified what the expenses are and whether you or the contract seller is the responsible party for paying those.

-- What happens to the interest earned by the trust?

The interest earned by the trust may be handled in different ways by different trust arrangements. The interest may have to go back into your account if items on your contract are guaranteed. You may be responsible for reporting that interest to the Internal Revenue Service and paying taxes on it. You will be responsible to pay any taxes on the interest earned even if you cancel your trust account.

Some trust accounts cannot be cancelled.

There may be special fees deducted from your interest. However, you may still be responsible for paying taxes on the entire amount of interest earned before the fees were deducted. Please ask your contract seller for a written list of any fees so you will have a clear understanding about them before you sign the contract.

-- If I pay my trust in premium payments, what happens if I die before the grand total of the funeral has been placed in trust?

(Funeral home shall place answer here)

#### CLAIMS AGAINST THIS CONTRACT

-- Can someone to whom I owe money make a claim against the money, personal property, or real estate that I have used to pay for this contract?

No. This money or property cannot be used to settle a debt, a bankruptcy, or resolve a claim. These funds cannot be garnished.

-- Can the money or property be taxed?

No. Currently, interest earned on the money you deposit in a trust, savings account, or the value of the property you used for payment can be taxed but not the original amount which you invested. Interest earned on annuities is generally deferred until withdrawal.

#### GENERAL GOODS AND SERVICES

-- If I choose goods and services that might not be available at the time of my death, what is the provider required to do?

The funeral home which you select is required to furnish supplies and services that are similar in style and equal in value and quality if what you choose is no longer made or is not available at the time of your death.

Your representative or next-of-kin will have the right to choose the supplies or services to be substituted. However, if the substitute is more expensive than the item originally selected by you, your designee or next-of-kin would be responsible for paying the difference. Under no circumstances will the funeral establishment be allowed to substitute lesser goods and services than the ones you chose.

If, before your death, the funeral home goes out of business or is otherwise unable to fulfill its obligation to you under the preneed contract, you have the right to use the proceeds at the funeral home of your choice.

If the inability to provide services does not become apparent until the time of your death, the individual that you named as your designee could use the funds for services at another funeral home.

-- May I choose the exact item I want now and have the funeral home store it until my death?

If the funeral home or supplier has a storage policy you may ask for this service. If the funeral home or contract seller agrees to store these items, the risk of loss or damage shall be upon the funeral home during the storage period.

For example, what would happen if you select a casket which is in-stock at the time you make these arrangements and the funeral home or supplier agrees to store it for you in their warehouse and: (i) damage occurs, (ii) the funeral home or supplier goes out of business, (iii) the funeral home or supplier is sold, etc.? You need to be assured in writing of protection in these types of situations.

-- What happens if I choose to have a unique service that is not customary or routine in my community? Must the funeral home comply with my wishes?

The funeral home which you have chosen to conduct your service may be able to ~~only~~ provide *only* certain types of services. They may not be able to fulfill your request. If there is a restriction on what they can provide, you will be notified in writing before you sign the preneed contract.

If the funeral home agrees in writing before you sign the contract to perform such services, the funeral home shall provide you a written, itemized statement of fees which you will be charged.

-- Will the funeral home agree to transport my body to another area for burial?

Again, the funeral home may have restrictions on the distance they are willing to travel to conduct a burial. If restrictions apply, you will be notified in writing.

If the funeral home agrees in writing before you sign the contract to honor your wishes, the funeral home shall provide you a written, itemized statement of any penalties (fees) which you will be charged.

-- I may die and be buried in a city other than one where the funeral home that I select for my goods and services is located. Will the funeral home that I select under this contract deliver my merchandise to the city where I die and am to be buried?

This is entirely up to the funeral home to decide. If the funeral home has restrictions on this, they will notify you in writing. If they agree to ship merchandise to another area for your funeral, you will be notified before signing this contract of the fees involved if they can be determined and guaranteed at this time.

However, the preneed contract arrangements and funding is considered portable. This means that they are available for transfer from one locality to another. It is unusual for actual goods and merchandise to be transferred.

## PRICING

-- How will I know that the prices of items which I select are the same for everyone?

The funeral home maintains a general price list and a casket and outer burial container price list. Your contract seller will give this to you before you begin talking about arrangements. After your discussion is finished, you will be given a copy of your preneed contract on which charges will be

listed. Charges will only be made for the items you select. If there are any legal or other requirements that mandate that you must buy any items you did not specifically ask for, the contract seller will explain the reason for the charges to you in writing.

You may ask a funeral home to purchase certain items or make special arrangements for you. If the funeral home charges you for these services, you will receive an explanation in writing. The charges to you for these services may be higher than if you or your family purchased them directly.

At the time of your death, your family or estate will be given an itemized statement which will list all of the specific charges.

-- What is meant by guaranteed and nonguaranteed prices?

Some contract sellers may agree that certain prices are guaranteed. Some may guarantee the price of the total package. Other funeral homes may not guarantee any prices.

Guaranteed prices are those that will not increase for your family or estate at the time of your death, provided your preneed contract is fully paid for or funded at the time of your death. Basically, this means that your funeral arrangement for those items will be covered by and will not exceed your funding and the interest it earns.

Nonguaranteed prices are those which might increase or decrease between the time of the preneed contract and the time of your death. The nonguaranteed prices may be written in at the time of this contract with your understanding that the price is an estimate only and may increase or decrease. A settlement to that effect of any difference in the estimated cost and the cost at death may have to be made with your family or representative after your death. Examples of prices that are often not guaranteed include those for cemetery or crematory services, pallbearers, public transportation, clergy honoraria, flowers, musicians or singers, obituary notices, gratuities, and death certificates.

-- Can the contract seller and I negotiate a projected charge for the nonguaranteed items based on the rate of inflation?

It is entirely up to the contract seller to inform you of the funeral home policy in that regard.

## CASKETS AND CONTAINERS

-- Do I have to buy a vault or a container to surround the casket in the grave?

In most areas of the country, state and local laws do not require that you buy a container to surround the casket in the grave. However, many cemeteries ask that you have such a container to support the earth above the grave. Either a burial vault or a grave liner will satisfy if such requirements exist.

-- Is a casket required?

A casket is not required for direct cremation. If you want to arrange a direct cremation, you may use an unfinished wood box or an alternative container made of heavy cardboard or composition materials. You may choose a canvas pouch.

-- Do certain cemeteries and crematoriums have special requirements?

Particular cemeteries and crematoriums may have policies requiring that certain goods and services be purchased. If you decide not to purchase goods and services required by a particular cemetery or crematorium, you have the right to select another location that has no such policy.

## EMBALMING

-- Is embalming always required?

~~Except in certain special cases, e~~Embalming is not required by law. Embalming may be necessary, however, if you select certain funeral arrangements such as viewing or visitation with an open casket. You do not have to pay for embalming you did not approve if you select arrangements such as a direct cremation or immediate burial. If the funeral home must charge to conduct an embalming, your designee will be notified of the reasons in writing.

## RECORDS

-- What should I do with my preneed contract and documents?

A preneed contract is a legal document. You should keep a copy of your preneed contract and related documentation as you would any similar legal document - in a safe place, with the person designated to make your arrangements, with a family member, etc.

-- Will the funeral home keep a copy of the preneed contract?

The funeral home is required to maintain a copy of the preneed contract on file prior to and after need. Preneed contracts and documents related to reporting are required to be kept by the funeral home for [one] year after your death.

-- What if the funeral home closes or changes ownership?

A funeral home that closes or changes ownership shall provide written notice to each existing contract holder prior to closure or within 60 days after a change of ownership. The notification should include information on any name or address change and whether the new funeral home, if any, intends to honor existing contracts. When a funeral home closes, the notification should also include a statement regarding your right to transfer your contract to another funeral home.

## ASSISTANCE

-- This is all very confusing to me. May I pick someone close to me to help with all of this? May this person also work with the funeral home to ensure that my wishes as written in the preneed contract are carried out?

You may designate in writing a person of your choice to work with the funeral home and contract seller either before or after your death to ensure that your wishes are fulfilled. You must sign the statement and have it notarized. The person that you designate must agree to this in writing. Under

the laws governing preneed contracts, the individual whom you designate has final authority at the time of your death.

-- Where can I complain if I have a problem concerning my preneed contract, the contract seller, or the funeral home?

You may direct your complaints or concerns to:

The Board of Funeral Directors and Embalmers Department of Health Professions, 9960 Mayland Drive, Suite 300, Richmond, Virginia 23233

Telephone Number (804) 367-4479

Toll Free Number 1-800-533-1560 ([Complaints](#))

Fax: (804) 527-4413

DRAFT

Unapproved  
**VIRGINIA BOARD OF FUNERAL DIRECTORS & EMBALMERS  
SPECIAL CONFERENCE COMMITTEE MINUTES**

**July 10, 2019**

**Department of Health Professions  
Perimeter Center  
9960 Mayland Drive  
Henrico, Virginia 23233**

**CALL TO ORDER:** A Special Conference Committee of the Board was called to order at 11:01 a.m.

**MEMBERS PRESENT:** Blair Nelsen, FSL, Chair  
R. Thomas Slusser, Jr., FSL

**DHP STAFF PRESENT:** Corie Tillman Wolf, Executive Director  
Angela Pearson, Senior Discipline Manager  
Claire Foley, Adjudication Specialist

**OTHERS PRESENT:** Tony Gwaltney

**MATTER:** Abraham Applewhite, FSL  
License #0502-900475 (Expired March 31, 2019)  
Case #190235

**DISCUSSION:** Mr. Applewhite appeared in person before the Committee in accordance with the Board's Notice of Informal Conference, dated May 23, 2019. Mr. Applewhite was not represented by counsel.

The Committee fully discussed the allegations as referenced in the May 23, 2019, Notice of Informal Conference, with Mr. Applewhite.

**CLOSED SESSION:** Upon a motion by R. Thomas Slusser and duly seconded by Blair Nelsen, the Committee voted to convene a closed meeting pursuant to §2.2-3711.A (27) of the Code of Virginia, for the purpose of deliberation to reach a decision in the matter of Abraham Applewhite, FSL. Additionally, he moved that Ms. Tillman Wolf, Ms. Pearson and Ms. Foley attend the closed meeting because their presence in the closed

meeting was deemed necessary and would aid the Committee in its discussions.

**RECONVENE:**

Having certified that the matters discussed in the preceding closed session met the requirements of §2.2-3712 of the Code, the Committee re-convened in open session.

**DECISION:**

Upon a motion by R. Thomas Slusser, Jr. and duly seconded by Blair Nelsen, the Committee voted and ordered that a Consent Order be offered. The motion carried.

**ADJOURNMENT:**

The Committee adjourned at 12:17 p.m.

\_\_\_\_\_  
Blair Nelsen, FSL Chair

\_\_\_\_\_  
Corie Tillman Wolf, JD, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

.....



Unapproved  
**VIRGINIA BOARD OF FUNERAL DIRECTORS & EMBALMERS  
SPECIAL CONFERENCE COMMITTEE MINUTES**

**July 10, 2019**

**Department of Health Professions  
Perimeter Center  
9960 Mayland Drive  
Henrico, Virginia 23233**

**CALL TO ORDER:**

A Special Conference Committee of the Board was called to order at 1:00 p.m.

**MEMBERS PRESENT:**

Blair Nelsen, FSL, Chair  
R. Thomas Slusser, Jr., FSL

**DHP STAFF PRESENT:**

Corie Tillman Wolf, Executive Director  
Angela Pearson, Senior Discipline Manager  
Jessica Kelley, Adjudication Specialist

**MATTER:**

**Robert L. Ranghelli, Registration for Funeral Service  
Internship Program Applicant  
License #0505-009384 (Expired March 31, 2019)  
Case #195694**

**DISCUSSION:**

Mr. Ranghelli appeared in person before the Committee in accordance with the Board's Notice of Informal Conference, dated June 18, 2019. Mr. Ranghelli was not represented by counsel.

The Committee fully discussed the allegations as referenced in the June 18, 2019, Notice of Informal Conference, with Mr. Ranghelli.

**CLOSED SESSION:**

Upon a motion by R. Thomas Slusser and duly seconded by Blair Nelsen, the Committee voted to convene a closed meeting pursuant to §2.2-3711.A (27) of the Code of Virginia, for the purpose of deliberation to reach a decision in the matter of Robert Ranghelli, Internship Program Applicant. Additionally, he moved that Ms. Tillman Wolf and Ms. Pearson attend the closed meeting because their presence in the closed meeting was deemed necessary and would aid the Committee in its discussions.

**RECONVENE:**

Having certified that the matters discussed in the preceding closed session met the requirements of §2.2-3712 of the Code, the Committee re-convened in open session.

**DECISION:**

Upon a motion by R. Thomas Slusser, Jr. and duly seconded by Blair Nelsen, the Committee voted and ordered that the application was approved contingent upon terms of the Board order. The motion carried.

**ADJOURNMENT:**

The Committee adjourned at 1:45 p.m.

\_\_\_\_\_  
Blair Nelsen, FSL Chair

\_\_\_\_\_  
Corie Tillman Wolf, JD, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Staff Reports

Virginia Department of Health Professions  
Cash Balance  
As of August 31, 2019

**104- Funeral Directors  
and Embalmers**

<b>Board Cash Balance as June 30, 2019</b>	<b>\$ 674,414</b>
<b>YTD FY20 Revenue</b>	<b>16,615</b>
<b>Less: YTD FY20 Direct and Allocated Expenditures</b>	<b>124,906</b>
<b>Board Cash Balance as Augsut 31, 2019</b>	<b>\$ 566,123</b>

Virginia Department of Health Professions  
Revenue and Expenditures Summary  
Department 10400 - Funeral Directors and Embalmers  
For the Period Beginning July 1, 2019 and Ending August 31, 2019

Account Number	Account Description	Amount	Budget	Amount Under/(Over)	
				Budget	% of Budget
<b>4002400</b>	<b>Fee Revenue</b>				
4002401	Application Fee	10,585.00	34,845.00	24,260.00	30.38%
4002406	License & Renewal Fee	3,185.00	636,410.00	633,225.00	0.50%
4002407	Dup. License Certificate Fee	-	360.00	360.00	0.00%
4002409	Board Endorsement - Out	500.00	3,850.00	3,350.00	12.99%
4002421	Monetary Penalty & Late Fees	610.00	10,025.00	9,415.00	6.08%
4002430	Board Changes Fee	600.00	7,695.00	7,095.00	7.80%
4002432	Misc. Fee (Bad Check Fee)	35.00	35.00	-	100.00%
	<b>Total Fee Revenue</b>	<u>15,515.00</u>	<u>693,220.00</u>	<u>677,705.00</u>	<u>2.24%</u>
<b>4003000</b>	<b>Sales of Prop. &amp; Commodities</b>				
4003020	Misc. Sales-Dishonored Payments	300.00	-	(300.00)	0.00%
	<b>Total Sales of Prop. &amp; Commodities</b>	<u>300.00</u>	<u>-</u>	<u>(300.00)</u>	<u>0.00%</u>
<b>4009000</b>	<b>Other Revenue</b>				
4009060	Miscellaneous Revenue	800.00	3,300.00	2,500.00	24.24%
	<b>Total Other Revenue</b>	<u>800.00</u>	<u>3,300.00</u>	<u>2,500.00</u>	<u>24.24%</u>
	<b>Total Revenue</b>	<u>16,615.00</u>	<u>696,520.00</u>	<u>679,905.00</u>	<u>2.39%</u>
<b>5011110</b>	<b>Employer Retirement Contrib.</b>				
5011120	Fed Old-Age Ins- Sal St Emp	2,664.21	10,508.00	7,843.79	25.35%
5011120	Fed Old-Age Ins- Sal St Emp	1,449.07	5,946.00	4,496.93	24.37%
5011130	Fed Old-Age Ins- Wage Earners	-	623.00	623.00	0.00%
5011140	Group Insurance	259.27	1,019.00	759.73	25.44%
5011150	Medical/Hospitalization Ins.	6,258.40	24,315.00	18,056.60	25.74%
5011160	Retiree Medical/Hospitalizatn	231.60	910.00	678.40	25.45%
5011170	Long term Disability Ins	122.69	482.00	359.31	25.45%
	<b>Total Employee Benefits</b>	<u>10,985.24</u>	<u>43,803.00</u>	<u>32,817.76</u>	<u>25.08%</u>
<b>5011200</b>	<b>Salaries</b>				
5011230	Salaries, Classified	19,972.40	77,715.00	57,742.60	25.70%
5011250	Salaries, Overtime	340.11	-	(340.11)	0.00%
	<b>Total Salaries</b>	<u>20,312.51</u>	<u>77,715.00</u>	<u>57,402.49</u>	<u>26.14%</u>
<b>5011300</b>	<b>Special Payments</b>				
5011340	Specified Per Diem Payment	350.00	3,000.00	2,650.00	11.67%
5011380	Deferred Compnstn Match Pmts	50.00	720.00	670.00	6.94%
	<b>Total Special Payments</b>	<u>400.00</u>	<u>3,720.00</u>	<u>3,320.00</u>	<u>10.75%</u>
<b>5011400</b>	<b>Wages</b>				
5011410	Wages, General	-	8,133.00	8,133.00	0.00%
	<b>Total Wages</b>	<u>-</u>	<u>8,133.00</u>	<u>8,133.00</u>	<u>0.00%</u>
<b>5011600</b>	<b>Terminatn Personal Svce Costs</b>				
5011660	Defined Contribution Match - Hy	11.85	-	(11.85)	0.00%
	<b>Total Terminatn Personal Svce Costs</b>	<u>11.85</u>	<u>-</u>	<u>(11.85)</u>	<u>0.00%</u>
<b>5011930</b>	<b>Turnover/Vacancy Benefits</b>				
	<b>Total Personal Services</b>	<u>31,709.60</u>	<u>133,371.00</u>	<u>101,661.40</u>	<u>23.78%</u>
<b>5012000</b>	<b>Contractual Svs</b>				
<b>5012100</b>	<b>Communication Services</b>				

Virginia Department of Health Professions  
Revenue and Expenditures Summary  
Department 10400 - Funeral Directors and Embalmers  
For the Period Beginning July 1, 2019 and Ending August 31, 2019

Account Number	Account Description	Amount	Budget	Amount	
				Under/(Over)	% of Budget
5012110	Express Services	-	200.00	200.00	0.00%
5012120	Outbound Freight Services	3.65	-	(3.65)	0.00%
5012130	Messenger Services	26.01	-	(26.01)	0.00%
5012140	Postal Services	86.01	3,500.00	3,413.99	2.46%
5012150	Printing Services	-	1,500.00	1,500.00	0.00%
5012160	Telecommunications Svcs (VITA)	36.05	300.00	263.95	12.02%
	<b>Total Communication Services</b>	<b>151.72</b>	<b>5,500.00</b>	<b>5,348.28</b>	<b>2.76%</b>
5012200	Employee Development Services				
5012210	Organization Memberships	-	1,200.00	1,200.00	0.00%
5012220	Publication Subscriptions	-	600.00	600.00	0.00%
5012240	Employee Training/Workshop/Conf	-	1,945.00	1,945.00	0.00%
5012270	Emp Trning- Trns, Ldgng & Meals	-	3,250.00	3,250.00	0.00%
	<b>Total Employee Development Services</b>	<b>-</b>	<b>6,995.00</b>	<b>6,995.00</b>	<b>0.00%</b>
5012400	Mgmnt and Informational Svcs	-			
5012410	Auditing Services	53.54	-	53.54	0.00%
5012420	Fiscal Services	665.80	9,520.00	8,854.20	6.99%
5012440	Management Services	29.59	120.00	90.41	24.66%
5012470	Legal Services	194.30	500.00	305.70	38.86%
	<b>Total Mgmnt and Informational Svcs</b>	<b>943.23</b>	<b>10,140.00</b>	<b>9,303.85</b>	<b>9.30%</b>
5012500	Repair and Maintenance Svcs				
5012530	Equipment Repair & Maint Svc	-	640.00	640.00	0.00%
	<b>Total Repair and Maintenance Svcs</b>	<b>-</b>	<b>640.00</b>	<b>640.00</b>	<b>0.00%</b>
5012600	Support Services				
5012640	Food & Dietary Services	303.38	2,100.00	1,796.62	14.45%
5012660	Manual Labor Services	54.59	1,200.00	1,145.41	4.55%
5012670	Production Services	183.49	1,120.00	936.51	16.38%
5012680	Skilled Services	-	910.00	910.00	0.00%
	<b>Total Support Services</b>	<b>541.46</b>	<b>5,330.00</b>	<b>4,788.54</b>	<b>10.16%</b>
5012800	Transportation Services				
5012820	Travel, Personal Vehicle	730.80	6,200.00	5,469.20	11.79%
5012830	Travel, Public Carriers	-	700.00	700.00	0.00%
5012850	Travel, Subsistence & Lodging	314.97	1,600.00	1,285.03	19.69%
5012880	Trvl, Meal Reimb- Not Rprtble	186.75	750.00	563.25	24.90%
	<b>Total Transportation Services</b>	<b>1,232.52</b>	<b>9,250.00</b>	<b>8,017.48</b>	<b>13.32%</b>
	<b>Total Contractual Svcs</b>	<b>2,868.93</b>	<b>37,855.00</b>	<b>35,093.15</b>	<b>7.58%</b>
5013000	Supplies And Materials				
5013100	Administrative Supplies				
5013120	Office Supplies	219.89	1,500.00	1,280.11	14.66%
5013130	Stationery and Forms	27.82	675.00	647.18	4.12%
	<b>Total Administrative Supplies</b>	<b>247.71</b>	<b>2,175.00</b>	<b>1,927.29</b>	<b>11.39%</b>
5013300	Manufctrng and Merch Supplies				
5013350	Packaging & Shipping Supplies	-	85.00	85.00	0.00%
	<b>Total Manufctrng and Merch Supplies</b>	<b>-</b>	<b>85.00</b>	<b>85.00</b>	<b>0.00%</b>

Virginia Department of Health Professions  
Revenue and Expenditures Summary  
Department 10400 - Funeral Directors and Embalmers  
For the Period Beginning July 1, 2019 and Ending August 31, 2019

Account Number	Account Description	Amount	Budget	Amount Under/(Over) Budget	% of Budget
<b>5013600 Residential Supplies</b>					
5013620	Food and Dietary Supplies	-	30.00	30.00	0.00%
5013630	Food Service Supplies	30.99	90.00	59.01	34.43%
	<b>Total Residential Supplies</b>	<u>30.99</u>	<u>120.00</u>	<u>89.01</u>	<u>25.83%</u>
<b>5013700 Specific Use Supplies</b>					
5013730	Computer Operating Supplies	-	15.00	15.00	0.00%
	<b>Total Specific Use Supplies</b>	<u>-</u>	<u>15.00</u>	<u>15.00</u>	<u>0.00%</u>
	<b>Total Supplies And Materials</b>	<u>278.70</u>	<u>2,395.00</u>	<u>2,116.30</u>	<u>11.64%</u>
<b>5015000 Continuous Charges</b>					
<b>5015100 Insurance-Fixed Assets</b>					
5015160	Property Insurance	35.87	36.00	0.13	99.64%
	<b>Total Insurance-Fixed Assets</b>	<u>35.87</u>	<u>36.00</u>	<u>0.13</u>	<u>99.64%</u>
<b>5015300 Operating Lease Payments</b>					
5015340	Equipment Rentals	5.25	-	(5.25)	0.00%
5015350	Building Rentals	8.40	-	(8.40)	0.00%
5015360	Land Rentals	-	15.00	15.00	0.00%
5015390	Building Rentals - Non State	817.96	5,148.00	4,330.04	15.89%
	<b>Total Operating Lease Payments</b>	<u>831.61</u>	<u>5,163.00</u>	<u>4,331.39</u>	<u>16.11%</u>
<b>5015500 Insurance-Operations</b>					
5015510	General Liability Insurance	128.75	135.00	6.25	95.37%
5015540	Surety Bonds	7.60	8.00	0.40	95.00%
	<b>Total Insurance-Operations</b>	<u>136.35</u>	<u>143.00</u>	<u>6.65</u>	<u>95.35%</u>
	<b>Total Continuous Charges</b>	<u>1,003.83</u>	<u>5,342.00</u>	<u>4,338.17</u>	<u>18.79%</u>
<b>5022000 Equipment</b>					
<b>5022600 Office Equipment</b>					
5022610	Office Appurtenances	-	132.00	132.00	0.00%
	<b>Total Office Equipment</b>	<u>-</u>	<u>132.00</u>	<u>132.00</u>	<u>0.00%</u>
<b>5022700 Specific Use Equipment</b>					
5022710	Household Equipment	6.36	-	(6.36)	0.00%
	<b>Total Specific Use Equipment</b>	<u>6.36</u>	<u>-</u>	<u>(6.36)</u>	<u>0.00%</u>
	<b>Total Equipment</b>	<u>6.36</u>	<u>132.00</u>	<u>125.64</u>	<u>4.82%</u>
	<b>Total Expenditures</b>	<u>35,867.42</u>	<u>179,095.00</u>	<u>143,334.66</u>	<u>20.03%</u>
<b>Allocated Expenditures</b>					
20600	Funeral\LTCA\PT	26,980.10	110,367.95	83,387.85	24.45%
30100	Data Center	14,154.01	95,401.00	81,246.99	14.84%
30200	Human Resources	941.92	7,660.21	6,718.28	12.30%
30300	Finance	5,141.21	30,150.51	25,009.30	17.05%
30400	Director's Office	2,303.80	11,989.49	9,685.68	19.22%
30500	Enforcement	31,422.58	174,067.27	142,644.69	18.05%
30600	Administrative Proceedings	5,242.06	32,083.05	26,840.99	16.34%
30700	Impaired Practitioners	-	284.03	284.03	0.00%

Virginia Department of Health Professions  
 Revenue and Expenditures Summary  
 Department 10400 - Funeral Directors and Embalmers  
 For the Period Beginning July 1, 2019 and Ending August 31, 2019

Account Number	Account Description	Amount	Budget	Amount Under/(Over)	
				Budget	% of Budget
30800	Attorney General	-	13,662.31	13,662.31	0.00%
30900	Board of Health Professions	1,782.85	8,724.10	6,941.25	20.44%
31100	Maintenance and Repairs	-	673.23	673.23	0.00%
31300	Emp. Recognition Program	2.25	253.55	251.30	0.89%
31400	Conference Center	14.65	161.34	146.69	9.08%
31500	Pgm Devlpmnt & Implmntn	1,052.98	5,131.12	4,078.14	20.52%
<b>Total Allocated Expenditures</b>		<u>89,038.43</u>	<u>490,609.17</u>	<u>401,570.74</u>	<u>18.15%</u>
<b>Net Revenue in Excess (Shortfall) of Expenditures</b>		<u>\$ (108,290.85)</u>	<u>\$ 26,815.83</u>	<u>\$ 134,999.60</u>	<u>403.83%</u>



## Funeral Directing Monthly Snapshot for August 2019

Funeral Directing has received more cases in August than closed cases. Funeral Directing has closed 0 patient care cases and 1 non-patient care cases for a total of 1 case.

Closed Cases	
Patient Care	0
Non-Patient Care	1
<b>Total</b>	<b>1</b>

Funeral Directing has received 2 patient care cases and 6 non-patient care cases for a total of 8 cases.<sup>1</sup>

Received Cases	
Patient Care	2
Non-Patient Care	6
<b>Total</b>	<b>8</b>

As of August 30, 2019, there were 25 Patient care cases open and 27 non-patient care cases open for a total of 52 cases.

Open Cases	
Patient Care	25
Non-Patient Care	27
<b>Total Open cases</b>	<b>52</b>

There were 3116 Funeral directing licenses as of September 1, 2019. The number of current licenses are broken down by profession in the following chart.

Current Licenses	
Profession	Current Licenses
Branch Establishment	78
Continuing Education Provider	12
Courtesy Card	117
Crematories	116
Embalmer	2
Funeral Director	36
Funeral Establishment	423
Funeral Service Intern	187
Funeral Service Licensee	1530
Funeral Supervisor	571
Surface Transport & Removal Services	44
<b>Total for Funeral Directing</b>	<b>3116</b>

There were 38 licenses issued for Funeral Directing for the month of August. The number of licenses issued are broken down by profession in the following chart.

<sup>1</sup> The cases received and cases closed figures exclude Compliance Tracking Cases

Licenses Issued	
Profession	License Issued
Courtesy Card	2
Crematories	1
Funeral Establishment	1
Funeral Service Intern	4
Funeral Service Licensee	7
Funeral Supervisor	4
Funeral Supervisor	19
Total for Funeral Directing	38

# Committee and Board Member Reports

**DRAFT**

**In Attendance**

Sahil Chaudhary, Citizen Member  
Helene Clayton-Jeter, OD, Board of Optometry  
Kevin Doyle, EdD, LPC, LSATP, Board of Counseling  
Mark Johnson, DVM, Board of Veterinary Medicine  
Allen Jones, Jr., DPT, PT, Board of Physical Therapy  
Louis Jones, FSL, Board of Funeral Directors and Embalmers  
Derrick Kendall, NHA, Board of Long-Term Care Administrators  
Maribel Ramos, Citizen Member  
John Salay, MSW, LCSW, Board of Social Work  
Herb Stewart, PhD, Board of Psychology  
James Watkins, DDS, Board of Dentistry

**Absent**

James Wells, RPh, Citizen Member  
Alison King, PhD, CCC-SLP, Board of Audiology & Speech-Language Pathology  
Ryan Logan, RPh, Board of Pharmacy  
Kevin O'Connor, MD, Board of Medicine  
Martha Rackets, PhD, Citizen Member  
Vacant - Board of Nursing  
Vacant - Citizen Member

**DHP Staff**

David Brown, DC, Director DHP  
Elizabeth A. Carter, PhD, Executive Director BHP  
Laura Jackson, MSHSA, Operations Manager BHP  
Charis Mitchell, Assistant Attorney General  
Rajana Siva, MBA, Research Analyst BHP  
Elaine Yeatts, Senior Policy Analyst DHP

**Speakers**

Shelby Reynolds, Virginia State Task Force for Music Therapy

**Observers**

Jerry Gentile, DPB  
Ben Traynham, Hancock Daniel  
Kaycee Ensigy, Medical Society of Virginia

**Emergency Egress**

Elizabeth Carter, PhD

**Call to Order**

Dr. Jones, Jr.  
Time: 10:00 a.m.  
Quorum: Established

**Public Comment**

Dr. Jones, Jr.  
Shelby Reynolds with the Virginia State Task Force for Music Therapy thanked the Board for their time and advised that she was available to answer any questions that the Board may have in regard to the Music Therapy study.

**Approval of Minutes**

Motion

Dr. Jones, Jr.

Discussion: A motion to accept meeting minutes from the May 14, 2019 Full Board was made and properly seconded. All members were in favor, none opposed.

**Director's Report**

Dr. Brown

Dr. Brown announced that agency Board Member Training will be held October 7, 2019. The Agency will be bringing in guest speakers to discuss specific topics, such as FOIA. He asked that each board member relay this information at their next board meeting.

The Agency's website redesign is allowing for a more user friendly approach for applicants, consumers and DHP staff. He stated that the software being used allows for easier and quicker updates to each boards webpage. He requested that each board member take a look at the website and provide feedback on what they feel is working or should be changed.

The Council on Licensure, Enforcement and Regulation (CLEAR) is an organization designed to help those in professional regulation have access to resources. At the annual CLEAR meeting in September, DHP's research and analysis into the workload of the Enforcement Division staff will be presented by DHP's Enforcement Director Ms. Schmitz and Visual Research, Inc. President Neal Kauder.

DHP is working diligently to utilize our workforce data to inform the public of what the agency does. One example is the research describing how physical therapy assistants are now being utilized to assist individuals with pain management, decreasing the need for opioid prescriptions.

**Reordering of Agenda**

Motion

Dr. Jones, Jr. requested a reordering of the agenda. The motion to reorder the agenda was made and properly seconded.

**Legislative and  
Regulatory Report**

Ms. Yeatts

Ms. Yeatts requested board member introductions.

Ms. Yeatts provided a brief overview of the regulations provided in the meeting packet. Also provided was a handout (Attachment 1) with information regarding a bill to amend 54.1-2405, relating notification to patients of a practitioner closure, sale or relocation of professional practice.

Motion

After board discussion a motion was made and properly seconded to change the existing language in 54.1-2405 to include the language "either electronically or" to the code. All members were in favor, none opposed.

**Board Chair Report**

Dr. Jones, Jr. provided Dr. Clayton-Jeter with a plaque thanking her for her service as previous board Chair.

Dr. Jones, Jr. also passed out Department of Health Professions lapel pins to each board member.

<b>Individual Board Reports</b>	<p>Board of Veterinary Medicine - Dr. Johnson (Attachment 2)</p> <p>Board of Dentistry - Dr. Watkins (Attachment 3)</p> <p>Board of Optometry - Dr. Clayton-Jeter (Attachment 4)</p> <p>Board of Psychology - Dr. Stewart (Attachment 5)</p> <p>Board of Long - Term Care Administrators - Mr. Kendall (Attachment 6)</p> <p>Board of Counseling - Dr. Doyle (Attachment 7)</p> <p>Board of Physical Therapy - Dr. Jones, Jr. (Attachment 8)</p> <p>Board of Audiology &amp; Speech Language Pathology - Dr. Carter (Attachment 9)</p> <p>Board of Funeral Directors and Embalmers - Mr. Jones (Attachment 10)</p> <p>Board of Social Work - Mr. Salay (Attachment 11)</p>
<b>Committee Reports</b>	<p>Mr. Wells provided details regarding the Regulatory Research Committee's study review of the need to license music therapists in Virginia.</p> <p>Mr. Wells advised the Board that the Committee's final recommendation was for licensure of music therapists, with the best placement being under the Board of Counseling.</p>
Motion	<p>A motion for licensure of music therapists in Virginia, to be placed under the Board of Counseling, was made and properly seconded. 10 members were in favor, one abstained and one opposed.</p> <p>Dr. Carter advised of next steps as noted in the music therapist study work plan.</p>
<b>Break</b>	<p>Dr. Jones, Jr. requested a brief break at 11:04 a.m.</p>
<b>Reconvene</b>	<p>Dr. Jones, Jr. reconvened the meeting at 11:11 a.m.</p>
<b>Executive Director's Report</b>	<p>Dr. Carter reviewed the Board's budget and provided insight into the agencies statistics and performance.</p> <p>Dr. Carter has requested Charles Giles, DHP Budget Manager, to provide an update of the Agency's finances at the November 4, 2019 meeting.</p> <p>Dr. Carter also requested that a workgroup meet to discuss the Board's update to its Mission Statement. Communications Director, Ms. Powers, will be aiding the workgroup. Dr. Jones, Jr. will appoint members who will meet in person prior to the November 4, 2019 full board meeting.</p>
<b>Healthcare Workforce Data Center</b>	<p>Dr. Carter provided a PowerPoint presentation on the Healthcare Workforce Data Center. (Attachment 12)</p> <p>Dr. Clayton-Jeter requested that Optometry workforce information be shared with out of state schools of Optometry as there are currently no schools in Virginia.</p>
<b>New Business</b>	<p>Agenda item for November 4, 2019 meeting: Discussion of other states' approaches to placement of professions within regulatory boards and agencies. Dr. Carter will provide a briefing on these approaches.</p>

Agenda item for November 4, 2019 meeting: Discussion of the existing telehealth/telemedicine guidance documents from the respective boards.

Dr. Jones, Jr. appointed Dr. Clayton-Jeter and Mr. Salay to the Nominating Committee. The Committee will meet prior to the November 4, 2019 Full Board meeting to provide a slate of officers for the Fall election for Chair and Vice Chair.

**Next Meeting** Dr. Jones, Jr. advised the Board that the next meeting is scheduled for November 4, 2019 at 10:00 a.m.

**Meeting Adjourned** 12:23 p.m.

**Chair** Allen Jones, Jr., DPT, PT

**Signature** \_\_\_\_\_ /\_\_\_\_/\_\_\_\_

**Board Executive Director** Elizabeth A. Carter, PhD

**Signature** \_\_\_\_\_ /\_\_\_\_/\_\_\_\_

Board of Health Professions attachments can be found at  
[https://www.dhp.virginia.gov/bhp/bhp\\_calendar.htm](https://www.dhp.virginia.gov/bhp/bhp_calendar.htm)



# Legislation and Regulatory Actions

## Report on Regulatory Actions (as of September 27, 2019)

Board	Board of Funeral Directors and Embalmers	
Chapter	Action / Stage Information	
[18 VAC 65 - 20]	Regulations of the Board of Funeral Directors and Embalmers	<p><u>Results of periodic review</u> [Action 5165]</p> <p>Proposed - <i>DPB Review in progress</i></p>
[18 VAC 65 - 30]	Regulations for Preneed Funeral Planning	<p><u>Periodic review 2018</u> [Action 5220]</p> <p>NOIRA - Register Date: 5/27/19 Board to consider proposed regulations on 10/10/19</p>
[18 VAC 65 - 40]	Regulations for the Funeral Service Intern Program	<p><u>Periodic review 2019</u> [Action 5221]</p> <p>NOIRA - Register Date: 7/8/19 Board to consider proposed regulations on 10/10/19</p>
[18 VAC 65 - 40]	Regulations for the Funeral Service Intern Program	<p><u>Reduction in hours for funeral internships</u> [Action 5275]</p> <p>NOIRA - Register Date: 6/10/19 Board to consider proposed regulations as part of periodic review</p>

# Consideration of Recommendations of Legislative/Regulatory Committee

**Agenda Item: Board Action –Adoption of proposed amendments  
(Preneed)**

**Staff Note:**

Included in your package are:

Copy of substance of regulations to be amended identified in the Notice of Intended Regulatory Action (NOIRA)

Copy of the NOIRA on Townhall – no comments were received

Copy of DRAFT amendments recommended by the Reg/Leg Committee

**Actions:**

Motion to adopt the proposed amendments to 18VAC65-30 as presented or as amended by the Board

The Regulatory Advisory Panel convened to review all provisions of Chapter 30. Pursuant to its periodic review of regulations, the RAP recommended that the Board consider the following amendments:

**18VAC65-30-10. Definitions.**

- Remove definition of “capper, steerer, or shill” as those terms are no longer used.

**18VAC65-30-50. Solicitation.**

- Clarify that registered funeral service interns are not allowed to engage in funeral preneed planning and/or sales.

**18VAC65-30-60. Records; general.**

- For consistency with record retention requirements for other funeral-related documents, change in the requirement that preneed contracts and reporting documents be maintained on the premises of the establishment for three years after the death of the contract beneficiary.

**18VAC65-30-70. Record reporting.**

- In (A)(4), the alphabetical or chronological listing of all preneed contracts should also include where the contract is funded (e.g. name of insurance provider)/where the funds are maintained in addition to the existing requirement of how the contract is funded.
- In (B), consider requiring notification to the board and the existing contract buyer(s) when a contract provider changes ownership. Any notification should include any name/address change and whether the new establishment intends to honor or dishonor existing contracts.
- Consider whether notification regarding change of ownership is to each individual contract buyer or by public notification means.
- Consider addition of requirement that the contract provider who discontinues business operations provide a current list of preneed contracts to the board at the time of closure.

**18VAC65-30-90. Disclosures.**

- Consider a requirement for licensees to obtain acknowledgement from contract buyers that they have received the general price list and preneed disclosure questions and answers.

**18VAC65-30-110. Cancellation or transfer of contract.**

- Consider whether reference to Virginia Code § 64.2-730 appropriate in (D).

**18VAC65-30-180. Life insurance or annuity.**

- Consider whether reference to Virginia Code § 54.1-2820(C) is appropriate in first paragraph.

**18VAC65-30-220. Content of preneed contracts.**

- Review overall content of contract requirements for accuracy and clarification of language.
- Clarify language related to “guaranteed” prices/services/goods to avoid confusion for consumers.
- Change reference to Virginia Funeral Director to Virginia Funeral Service Licensee to accurately reflect licensure type.

**18VAC65-30-230. Content of disclosure statements.**

- Review overall content of disclosure statements for accuracy and clarity for contract buyers/consumers, as well as compliance with federal FTC regulations.
- Clarify language and/or further explanation related to “guaranteed” prices/services/goods to avoid confusion for contract buyers/consumers.
- Consider addition of language to encourage contract buyer/consumer to maintain a copy of the preneed contract as they would any legal document (e.g. safe place, provide to family member, etc.).
- Consider addition of language to explain what happens if a funeral home closes or changes ownership and what impact that change may have on a contract buyer’s/consumer’s choice.

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Agency

Department of Health Professions

Board

Board of Funeral Directors and Embalmers

Chapter

Regulations for Preneed Funeral Planning [18 VAC 65 - 30]

**Action:** Periodic review 2018**Notice of Intended Regulatory Action (NOIRA)**

Action 5220 / Stage 8524

 [Edit Stage](#)
 [Withdraw Stage](#)
 [Go to RIS Project](#)

## Documents

Preliminary Draft Text	None submitted	<a href="#">Sync Text with RIS</a>
<a href="#">Agency Statement</a>	2/4/2019	<a href="#">Upload / Replace</a>
<input type="radio"/> <a href="#">Governor's Review Memo</a>	4/30/2019	
<input type="radio"/> <a href="#">Registrar Transmittal</a>	4/30/2019	

## Status

<b>Public Hearing</b>	Will be held at the <b>proposed</b> stage
<b>Exempt from APA</b>	No, this stage/action is subject to article 2 of the <i>Administrative Process Act</i> and the standard executive branch review process.
<b>DPB Review</b>	Submitted on 2/4/2019 Policy Analyst: <a href="#">Cari Corr</a> Review Completed: 2/15/2019 <i>DPB's policy memo is "Governor's Confidential Working Papers"</i>
<b>Secretary Review</b>	Secretary of Health and Human Resources Review Completed: 4/14/2019
<b>Governor's Review</b>	Review Completed: 4/30/2019 Result: Approved
<b>Virginia Registrar</b>	Submitted on 4/30/2019 <b><a href="#">The Virginia Register of Regulations</a></b> Publication Date: 5/27/2019 <b><a href="#">Volume: 35 Issue: 20</a></b>
<b>Comment Period</b>	Ended 6/26/2019 0 comments

## Contact Information

<b>Name / Title:</b>	Corie Tillman Wolf / <i>Executive Director</i>
<b>Address:</b>	9960 Mayland Drive Suite 300 Richmond, VA 23233-1463

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Agency

Department of Health Professions

Board

Board of Funeral Directors and Embalmers

Meeting: Regulatory Advisory Panel - Preneed Funeral Planning

 [Edit meeting](#)

## Meeting Details

Date / Time	11/1/2018 9:30 am
Location	Department of Health Professions, Perimeter Center, 9960 Mayland Drive, 2nd Floor, Suite 201, Board Room #3, Henrico, Virginia 23233
Board Website	<a href="http://www.dhp.virginia.gov">www.dhp.virginia.gov</a>
Agenda document	<a href="#">Meeting Agenda</a> 10/23/2018 (1462k)
Minutes document	<a href="#">Meeting minutes</a> 1/29/2019 (540k) <i>FINAL</i>
Disability Friendly? Yes	Deaf interpreter available upon request? Yes
<b>Purpose of the meeting</b> To discuss regulatory and legislative matters that relate to the practice of funeral services, including recommendations to the Board of Funeral Directors and Embalmers regarding the Board's Regulations on Preneed Funeral Planning.	
<b>Meeting Scope</b>	<input type="checkbox"/> Public hearing to discuss a proposed change <input type="checkbox"/> Discuss particular regulations / chapters <input checked="" type="checkbox"/> General business

## Contact Information

Name / Title:	Corie Tillman Wolf, J.D. / <i>Executive Director</i>
Address:	9960 Mayland Drive Suite 300 Henrico, 23233-1463
Email Address:	<a href="mailto:Corie.Wolf@dhp.virginia.gov">Corie.Wolf@dhp.virginia.gov</a>
Telephone:	(804)367-4479 FAX: (804)527-4413 TDD: (-)



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**Call to Order – Larry Omph, FSL, Committee Chair**

- Welcome and Introductions
- Emergency Egress Procedures
- Mission of the Board

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**Ordering of Agenda**

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**Public Comment**

*The Board will receive public comment related to agenda items at this time. The Board will not receive comment on any pending regulation process for which a public comment period has closed or any pending or closed complaint or disciplinary matter.*

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**Discussion**

- Proposed Regulations from Periodic Review (Appendix I, II, III to 18VAC65-20-10 et seq.; 18VAC65-30-10 et seq.)

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**Meeting Adjournment**

This information is in **DRAFT** form and is subject to change. The official agenda and packet will be approved by the public body at the meeting and will be available to the public pursuant to Virginia Code Section 2.2-3708(D).

**Project 5826 - NOIRA**

**BOARD OF FUNERAL DIRECTORS AND EMBALMERS**

**Periodic review 2018**

Part I

General Information

**18VAC65-30-10. Definitions.**

In addition to those defined in § 54.1-2800 of the Code of Virginia, the following words and terms when used in this chapter shall have the following meanings unless the context clearly indicates otherwise:

"Appointee" means the individual selected by the contract beneficiary to arrange a preneed funeral plan on behalf of the contract beneficiary.

~~"Capper," "steerer," or "shill" means a person who serves to entice another to purchase a product or to direct the course of action and choice of the buyer in a preneed funeral contract sale.~~

"Cash advance item" means any item of service or merchandise described to a purchaser as a "cash advance," "accommodation," "cash disbursement," or similar term. A cash advance item is also any item obtained from a third party and paid for by the funeral provider on the behalf of the contract buyer. Cash advance items may include, but are not limited to, cemetery or crematory services, pallbearers, public transportation, clergy honoraria, flowers, musicians or singers, nurses, obituary notices, gratuities, and death certificates.

"Consideration," "contract price," or "funds" means money, property, or any other thing of value provided to be compensation to a contract seller or contract provider for the funeral services

and funeral goods to be performed or furnished under a preneed funeral contract. Consideration does not include late payment penalties and payments required to be made to a governmental agency at the time the contract is entered into.

"Contract" means a written, preneed funeral contract, and all documents pertinent to the terms of the contract under which, for consideration paid to a contract seller or a contract provider by or on behalf of a contract buyer prior to the death of the contract beneficiary, a person promises to furnish, make available, or provide funeral services or funeral goods after the death of a contract beneficiary.

"Contract beneficiary" means the individual for whom the funeral services and supplies are being arranged.

"Contract buyer" means the purchaser of the preneed contract.

"Contract provider" means the funeral establishment designated by the contract buyer and contracting with the contract buyer to provide for funeral services and supplies in the preneed funeral contract.

"Contract seller" means the funeral service licensee who makes the preneed arrangements with the contract buyer for the funeral service and who makes the financial arrangements for the service and the goods and supplies to be provided.

"Designee" means the individual designated to make arrangements for burial or final disposition of the remains pursuant to § 54.1-2825 of the Code of Virginia.

"Funding source" means the trust agreement, insurance policy, annuity, personal property, or real estate used to fund the preneed plan.

"Funeral supplies and services" means the items of merchandise sold or offered for sale or lease to consumers that will be used in connection with a funeral or an alternative to a funeral or final disposition of human remains including caskets, combination units, and catafalques. Funeral

goods does not mean land or interests in land, crypts, lawn crypts, mausoleum crypts, or niches that are sold by a cemetery that complies with Chapter 23.1 (§ 54.1-2310 et seq.) of Title 54.1 of the Code of Virginia. In addition, "funeral supplies and services" does not mean cemetery burial vaults or other outside containers, markers, monuments, urns, and merchandise items used for the purpose of memorializing a decedent and placed on or in proximity to a place of interment or entombment of a casket, catafalque, or vault or to a place of inurnment that are sold by a cemetery operating in accordance with Chapter 23.1 of Title 54.1 of the Code of Virginia.

"Guaranteed contract price" means (i) the amount paid by the contract buyer on a preneed funeral contract, and income derived from that amount, or (ii) the amount paid by a contract buyer for a life insurance policy or annuity as the funding source and its increasing death benefit. These amounts shall be accepted as payment in full for the preselected funeral goods and services.

"Income" means the amount of gain received in a period of time from investment of consideration paid for a preneed contract.

"Nonguaranteed contract price" means the costs of items on a preneed funeral contract that are not fixed for the specified funeral goods or funeral services selected and nonguaranteed costs may increase from the date of the contract to the death of the contract beneficiary and the family or estate will be responsible for paying at the time of need for the services and supplies that were nonguaranteed. Cash advance items are not guaranteed.

## Part II

### Sale of Preneed Plans

#### **18VAC65-30-50. Solicitation.**

A. In accordance with provisions of § 54.1-2806 of the Code of Virginia, a licensee shall not initiate any preneed solicitation using in-person communication by the licensee, his agents, assistants, or employees.

B. After a request to discuss preneed planning is initiated by the contract buyer or interested consumer, any contact and in-person communication shall take place only with a funeral service licensee. Funeral service interns shall not engage in preneed planning or sales.

### Part III

#### Operational Responsibilities

##### **18VAC65-30-60. Records; general.**

A. A licensee shall keep accurate accounts, books, and records of all transactions required by this chapter.

B. Preneed contracts and reporting documents shall be retained on the premises of the establishment for ~~one year~~ three years after the death of the contract beneficiary.

C. A funeral home shall keep on file a written verification from the insurance company that the insurance or annuity contract complies with § 54.1-2820 C of the Code of Virginia.

D. All preneed records shall be available for inspection by the Department of Health Professions.

##### **18VAC65-30-70. Record reporting.**

A. A contract provider shall keep a chronological or an alphabetical listing of all preneed contracts. The listing shall include the following:

1. Name of contract buyer;
2. Name of contract beneficiary;
3. Date of contract;
4. How contract was funded, where the contract is funded, and where the funds are maintained;

5. Whether up to 10% of funds are retained by the contract provider for contracts funded through trust; and

6. Whether funeral goods and supplies are stored for the contract buyer.

B. A contract provider ~~who~~ that discontinues its business operations, whether by closure or change of ownership, shall notify the board and each existing contract buyer in writing in accordance with the following provisions:

1. A contract provider that discontinues its business operations by closure shall:

a. Provide to the board a current list of preneed contracts at the time of closure; and

b. Notify each existing contract buyer in writing prior to closure and include a statement in the notification regarding the contract buyer's right to change the contract provider at any time prior to at-need.

3. If a contract provider changes ownership and the new establishment intends to honor existing contracts, the new establishment shall provide notice of the change of ownership and intent to honor existing contracts in a publication of general circulation in the locality where the establishment is located within 90 days after the change in ownership.

4. If a contract provider changes ownership and the new establishment does not intend to honor existing contracts, notification shall be provided to each existing contract buyer in writing within 90 days after the change in ownership. The notice shall include a statement regarding the contract buyer's right to change the contract provider at any time prior to at-need.

Part V  
Disclosures

**18VAC65-30-90. Disclosures.**

A. At the time of the inquiry, licensees shall furnish to each person inquiring about preneed arrangements a copy of the general price list and preneed disclosure questions and answers.

B. Immediately upon concluding the arrangement conference, licensees shall furnish to each person who makes a preneed arrangement a copy of the preneed contract and funding contract. Licensees shall receive a written acknowledgment from the contract buyer that the buyer has received a copy of the general price list and preneed disclosure questions and answers.

C. An itemized statement of funeral goods and services shall be given at the time of need even if the arrangements were made through a preneed contract.

**18VAC65-30-110. Cancellation or transfer of contract.**

A. Any person who makes payment under this contract may terminate the agreement at any time prior to the time for which the services or supplies are furnished.

B. If the contract buyer terminates the contract within 30 days of the execution of the contract, the contract buyer shall be refunded all consideration paid or delivered and any interest or income accrued on it.

C. If the contract buyer uses a revocable trust as the funding source and terminates the contract after 30 days of the execution of the contract, the contract buyer shall be refunded:

1. All consideration paid or delivered on nonguaranteed items;
2. At least 90% of all consideration paid for guaranteed items; and
3. All interest or income accrued on it.

D. If the contract buyer uses an irrevocable trust as the funding source, the contract buyer is not able to cancel the trust after 30 days following its execution except in accordance with ~~§ 64.2-729~~ §§ 64.2-729 and 64.2-730 of the Code of Virginia.

E. The contract buyer shall have the right to change the contract provider and the trustee at any time prior to the furnishing of the services or supplies contracted for under the preneed contract.

**18VAC65-30-180. Life insurance or annuity.**

If a life insurance or annuity policy is used to fund the preneed funeral contract, the contract shall be in compliance with provisions of §§ 38.2-3100.3 and 54.1-2820 ~~B~~ C of the Code of Virginia and shall contain the following information:

1. Name of the contract provider;
2. Name and funeral license number of contract seller;
3. Place of employment of contract seller;
4. Name of insurance agent and agent's insurance license number;
5. Insurance agent's employer and insurance company represented by insurance agent;  
and
6. Identification as to whether the insurance agent is a funeral service licensee and, if so, the funeral service license number.

Part VIII

Required Content of Contracts and Disclosures

**18VAC65-30-220. Content of preneed contracts.**

The following information shall be contained in any contract for preneed funeral planning.



Date: \_\_\_\_\_

Contract: \_\_\_\_\_

## PRENEED FUNERAL CONTRACT

for

(Name of Recipient of Services)

\_\_\_\_\_

\_\_\_\_\_ (Zip) \_\_\_\_\_

### I. SUPPLIES AND SERVICES PURCHASED

If ~~the prices of~~ goods and services are guaranteed and your contract is fully paid or funded at the time of your death, no additional cost will incur for your family or estate even though the actual prices of goods and services may increase between the date of this contract and the time of need. (Please see the disclosure document.)

If goods and services are nonguaranteed, your family or estate may incur additional costs for goods and services, as the prices for these items may increase from the date of the contract to the time of need.

Cash advance items are not guaranteed. A cash advance item is any item obtained from a third party by the funeral home on your behalf. Cash advance items may include cemetery or crematory services, pall bearers, public transportation, clergy honoraria, flowers, musicians or singers, nurses, obituary notices, gratuities, and death certificates.

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use an item, we will explain the reasons in writing below. If you selected a funeral that may require embalming, such as a funeral with a viewing, you may

have to pay for embalming. You do not have to pay for embalming you did not select if you select arrangements such as a direct cremation or immediate burial.

Guaranteed Services Purchased	
I. BASIC SERVICES OF FUNERAL DIRECTOR AND STAFF	\$ _____
II. FUNERAL HOME FACILITIES	
A. Facilities and Staff for visitation/viewing	\$ _____
B. Facilities and Staff for funeral ceremony	\$ _____
C. Facilities and Staff for memorial service	\$ _____
D. Equipment and Staff for graveside service	\$ _____
(NOTE TO FUNERAL HOME: If you have additional charges such as facilities and staff for home/church viewing, or a charge for additional staff person or through calculation of manhours, etc., add here as extra items. If you have a charge for equipment for interment, add here.)	
III. EMBALMING	
A. Normal remains	\$ _____
B. Autopsy remains	\$ _____
IV. OTHER PREPARATION OF THE BODY	\$ _____
(NOTE: List all items that you placed under Other Preparation on your General Price List.)	
V. IMMEDIATE BURIAL	\$ _____
VI. DIRECT CREMATION	\$ _____
VII. TRANSFER OF REMAINS TO FUNERAL ESTABLISHMENT	\$ _____
VIII. FORWARDING REMAINS TO ANOTHER FUNERAL HOME	\$ _____
IX. RECEIVING REMAINS FROM ANOTHER FUNERAL HOME	\$ _____
X. AUTOMOTIVE EQUIPMENT	
A. Hearse	\$ _____
B. Limousine	\$ _____
(NOTE: List all others that you placed on General Price List.)	
XI. FUNERAL MERCHANDISE	
A. Casket (*describe)	
_____	
_____	\$ _____
B. Outer Burial Container (*describe)	
_____	

_____	\$ _____
C. List any others	
_____	\$ _____
Supplies Purchased	
Clothing	\$ _____
Temporary marker	\$ _____
Acknowledgment cards	\$ _____
Register/attendance books	\$ _____
Memorial folders	\$ _____
Other	\$ _____
SUBTOTAL COSTS OF (GUARANTEED) SUPPLIES PURCHASED:	\$ _____
XII. PACKAGE PRICES	
(NOTE: List all package prices by name.)	
SUBTOTAL COSTS OF (GUARANTEED) SUPPLIES PURCHASED:	\$ _____
Nonguaranteed Goods and Services Purchased	
The actual prices of goods and services below are NOT GUARANTEED. These items may include, <del>but not be limited to</del> , obituary notices, death certificates, cemetery fees, flowers, sales tax, etc. The prices are estimated and the estimates will be included in the Grand Total Contract Price. The differences between the estimated prices below and the actual cost will be settled with your family or estate at the time of need:	
SUBTOTAL ESTIMATED COSTS OF NONGUARANTEED ITEMS:	\$ _____
GRAND TOTAL FOR PRENEED ARRANGEMENTS	
1. Total cost of (guaranteed) services purchased	\$ _____
2. Total cost of (guaranteed) supplies purchased	\$ _____
3. Total estimated cost of nonguaranteed items	\$ _____
GRAND TOTAL	\$ _____
The only warranties, express or implied, granted in connection with the goods sold in this preneed funeral contract, are the express written warranties, if any, extended by the manufacturers thereof. No other warranties and no warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE are extended by the (funeral home) _____.	
II. GENERAL INFORMATION	
In order that the Buyer may understand the relationship of all parties involved in this preneed arrangement and contract, the following is provided:	
A. Buyer:	
B. Funeral Home Providing Services:	

C. Contract seller:
Employed by: (Funeral Home)
Virginia Funeral Director <u>or Funeral Service Licensee</u> License Number:

~~II. Method of Funding~~ METHOD OF FUNDING

A. ~~Insurance~~

~~B. Trust~~

The following information will be given if a trust is used to fund this agreement:

1. Amount to be trusted:
2. Name of trustee:
3. Disposition of Interest:
4. Fees, expenses, taxes deducted from earned interest:
5. Buyer's responsibility for taxes owned on interest:

B. Insurance or annuity contract

The following information will be given if an insurance policy or annuity contract is used to fund this agreement:

A. 1. Buyer:

~~B. 2.~~ Insurance Company:

~~C. 3.~~ Insurance Agent:

Employed by: (Insurance Company)

Licensed Funeral Director or Funeral Service Licensee in Virginia: \_\_\_yes \_\_\_no

Funeral Director or Funeral Service Licensee License Number (If Applicable):

Employed by Funeral Home (If Applicable):

~~D.~~ 4. The life insurance or annuity contract provides either that:

\_\_\_\_\_ The face value thereof shall be adjusted annually by a factor equal to the Consumer Price Index as published by the Office of Management and Budget of the United States;

or

\_\_\_\_\_ A benefit payable at death under such contract that will be equal or exceed the sum of all premiums paid for such contract plus thereon at the annual rate of at least 5.0%, compounded annually.

### III. CONSUMER INFORMATION

The Board of Funeral Directors and Embalmers is authorized by Chapter 28 (§ 54.1-2800 et seq.) of Title 54.1 of the Code of Virginia to regulate the practice of preneed funeral planning.

Consumer complaints should be directed to:

The Board of Funeral Directors and Embalmers

9960 Mayland Drive, Suite 300

Richmond, Virginia 23233

Telephone Number (804) 367-4479

Toll Free Number 1-800-533-1560 (toll-free complaint line)

FAX: (804) 527-4413

### IV. DISCLOSURES

The disclosure statements will be available for your review. The General Price List shall be furnished to you by the contract seller. These contain information that you must receive by law and/or the authority of the Board of Funeral Directors and Embalmers. You are entitled to receive all information in clear and simple language including the language of the funding agreement for this preneed arrangement.

If any law, cemetery, or crematory requires the purchase of any of those items listed in Part I, the requirements will be explained in writing.

By signing this contract, buyer acknowledges availability of and opportunity to read a copy of all of the required documents.

By signing this contract, contract seller acknowledges that the General Price List and the required disclosures have been furnished to the contract buyer.

#### V. TERMINATION OF CONTRACT

This person who funds this contract through a trust agreement may terminate this preneed contract at any time prior to the furnishing of the services or supplies contracted for:

Within 30 days

If you terminate this preneed contract within 30 days of the date of this contract, you will be refunded all payments of whatever type you have made, plus any interest or income you may have earned.

More than 30 days

If you terminate this preneed contract more than 30 days after the date on this contract, you will be refunded whatever amount was required to be placed in a revocable trust fund, plus any interest or income it has earned.

Any person who funds this contract through a trust fund which is irrevocable or through an insurance/annuity policy or through the transfer of real estate/personal property may not be eligible for a refund.

#### VI. STATEMENT OF GUARANTEE

By signing this contract, (Funeral Home) \_\_\_\_\_ agrees to the statement checked below (check one):

\_\_\_\_\_ Prefinancing guarantees that no additional payment will be required from the family or estate for guaranteed services and supplies provided the Grand Total of these arrangements is paid in full and the interest is allowed to accumulate in your account (see page \_\_\_\_\_ for Grand Total amount). Payment of the difference will be required for the nonguaranteed estimated items if they increase in price.

\_\_\_\_\_ The prices for items under supplies and services are not guaranteed.

## VII. AGREEMENT

In witness whereof, the Buyer and the Funeral Home have executed this contract, intending its terms to be in accordance with the Code of Virginia and any regulations implementing the Code. By signing this contract you acknowledge that you have been provided access to and the opportunity to read the Disclosure Statements.

_____	_____
(Designee of Funeral Home)	(Buyer)
_____	_____
(Funeral Home)	(Contract Date)

## VIII. PENALTIES OR RESTRICTIONS

The (funeral home) \_\_\_\_\_, has the following penalties or restrictions on the provisions of this contract.

1. (Insert geographic restrictions);
2. (Insert an explanation of the Funeral Home's inability to perform the request(s) of the Buyer);
3. (Insert a description of any other circumstances ~~which~~ that apply);
4. (Insert information that if particular goods and services specified in the contract are unavailable at the time of need):

A. The funeral home shall be required to furnish supplies and services similar in style and at least equal in quality of material and workmanship; and

B. The representative of the deceased shall have the right to choose the supplies or services to be substituted.

~~IX. Addendum to Preneed Contract~~ ADDENDUM TO PRENEED CONTRACT

APPOINTEE AGREEMENT

I appoint \_\_\_\_\_ of (address) \_\_\_\_\_ to assist with the preneed arrangements in my behalf. The relationship of my appointee to me is \_\_\_\_\_.

Contract Beneficiary: \_\_\_\_\_ Date: \_\_\_\_\_

I accept the request of (contract beneficiary) \_\_\_\_\_ to assist with his/her preneed arrangements.

Appointee: \_\_\_\_\_ Date: \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 20 \_\_\_\_\_

Notary: \_\_\_\_\_

Date Commission Expires: \_\_\_\_\_

**18VAC65-30-230. Content of disclosure statements.**

The following disclosure statements shall be provided as a part of any contract used for preneed funeral planning:

We are required by law and/or the Virginia Board of Funeral Directors and Embalmers to provide access to and the opportunity for you to read the following information to assist you in preplanning. A question and answer format is used for clarity and includes the most commonly asked questions.



## PRENEED CONTRACTS

-- Is there more than one type of preneed agreement?

Yes. Guaranteed contracts mean that the costs of certain individual items or the cost of the total package will never be more to your family or estate. Nonguaranteed ~~means~~ contracts mean just the opposite. Nonguaranteed contracts mean costs may increase or decrease between the time of the agreement and the time of need. A preneed contract may have both guaranteed and nonguaranteed costs. (See the section entitled "General Funding Information" for more information on guaranteed and nonguaranteed costs.)

Contracts may be funded by insurance/annuity policies, trusts, or transfer of real estate/personal property.

-- What are my protections?

You should take your completed preneed contract home before you sign it and review it with your family or your legal advisor. You have a right to this review before you sign the contract or pay any money.

You should also read carefully the information in this disclosure statement. If you have any questions, contact the seller for more information or contact your legal advisor.

## CANCELLATION

-- Can I cancel my preneed agreement if I change my mind? Will I get my money back?

You may cancel payment for supplies or services within 30 days after signing the agreement. If you funded your preneed arrangement through a trust (revocable or irrevocable), the contract seller will refund all the money you have paid plus any interest or income you have earned.

If you funded your preneed arrangement through a revocable trust and you cancel the preneed contract AFTER the 30-day deadline, you will be refunded all of your money on the items that are not guaranteed and 90% of all your money on the items that are guaranteed. You will also receive any interest or income on that amount. A revocable trust is a trust that you can cancel.

There may be a penalty to withdraw money from a revocable trust account which has already been established in your name. If there is, your contract will give you this information. (See the first question under the section entitled "Payment" below.)

If you have funded your preneed arrangement through an irrevocable trust, you will not be able to cancel the trust agreement or receive a refund after 30 days following ~~its execution~~ the signing of the agreement except in accordance with ~~§ 64.2-729~~ §§ 64.2-729 and 64.2-730 of the Code of Virginia.

If you funded your preneed arrangement through an insurance policy/annuity contract which will be used at the time of your death to purchase the supplies and services you have selected, you will need to pay careful attention to the cancellation terms and conditions of the policy. You may not be eligible for a refund.

## PAYMENT

-- What happens to my money after the contract is signed?

Your money will be handled in one of several ways. It may be deposited in a separate trust account in your name. The trust account will list a trustee who will be responsible for handling your account. The funeral home you have selected as your beneficiary will also be listed. You have the right to change the funeral home and the trustee of your account prior to receiving the supplies and services under the preneed contract.

Your money may be used to purchase a preneed life insurance policy which may be used to pay for your arrangements upon your death. The proceeds of the policy will be assigned to the funeral home of your choice. You may change the funeral home assignment at any time prior to receiving the supplies and services under the preneed contract.

You may decide to choose a life insurance policy or a trust account that requires regular premium payments and not have to make an up-front, lump sum payment.

-- May I pay for goods and services with real estate or personal property?

Yes. When you pay for these supplies and services in whole or in part with any real estate you may own, the preneed contract that you sign will be attached to the deed on the real estate and the deed will be recorded in the clerk's office of the circuit court in the city or county where the real estate is located.

If you pay for goods and services with personal property other than cash or real estate, the contract seller, will declare in writing that the property will be placed in a trust until the time of your death and will give you written information on all the terms, conditions, and considerations surrounding the trust. The contract seller will confirm in writing that he has received property.

You may decide not to transfer the title of the personal property to the contract seller of your preneed contract. In this situation, you will have to submit information to the contract seller in writing that you are giving him the property without a title, and describe the property and where it will be kept until the time of your death.

In either case, the written statements will be recorded in the clerk's office of the circuit court of the city or county in which you live. The written statement does not have to be a separate document.

## GENERAL FUNDING INFORMATION

-- If the prices of the goods and services are affected by inflation between now and my death, will the funding I choose be adjusted accordingly?

There is a possibility that the funding may fail to keep up with inflation. This could mean that the funding you choose ~~could have insufficient~~ may not have enough value to cover all expenses at the time of need.

-- What happens if my funding is not enough to cover the full cost of these arrangements?

If the entire funeral or specific items in the agreement are guaranteed by the contract seller, your family or estate will not have to pay any more for those items provided that you have paid the grand total in full and all interest earned is allowed to accumulate in your account. However, if you have not paid the account in full and have not allowed the interest to accumulate in the account and any items increase in price, your family or estate would be responsible for the extra amount if the funds are not sufficient. In some situations where you pay toward your funding with regular premiums rather than in one lump sum, your account may not be enough at the time of your death to cover everything.

-- What happens to the extra money if my funding is more than what is needed to pay for these arrangements?

Sometimes, as explained in the answer above, your funding account may not have had the time to grow sufficiently before your death to cover items which are guaranteed in price to you, yet have increased in price for the funeral home.

After funeral expenses are paid, there may be money left over. Because of the ongoing risk that a funeral home takes in guaranteeing prices for you, the funeral home may not be required to return this excess money.

Some funding agreements and funeral homes, however, require that extra money be returned to the estate or family. Others do not. You should obtain information concerning this in writing before signing the preneed contract.

The answers to the following questions will depend upon the terms and conditions of the individual's funding and preneed agreements.

Please review your preneed contract and/or funding agreement for answers to these questions.

-- What happens to my preneed contract if I change my assignment from one funeral home to another?

(Funeral home shall place answer here)

-- What happens to my preneed contract if I change the beneficiary of my funding or the use of my proceeds from the funding- ?

If you make such changes, it could void your contract. You should request specific information from the contract seller and the funding arrangement.

-- What will happen to my preneed contract if I fail to make agreed to premium payments to my funding source?

(Funeral home shall place answer here)

-- Do I get any money back if I surrender or cancel my funding arrangements?

(Funeral home shall place answer here)

--What happens if the funeral home closes? Will I be able to transfer my contract to another funeral home?

You have the right to change the funeral home (contract provider) at any time prior to receiving services or supplies under the preneed contract. A funeral home is required to

notify you in writing if it closes or is sold to a buyer that does not intend to honor your preneed contract.

## TRUST ACCOUNT

-- If my money goes into a trust account, what information will I receive about that account?

If you want your money to go into a trust fund, the trust agreement must furnish you with information about the amount to be deposited into the account, the name of the trustee, information about what happens to the interest your trust account will earn, and information about your responsibility to file and pay taxes on that interest.

If there are filing expenses connected with your trust account, you will be notified what the expenses are and whether you or the contract seller is the responsible party for paying those.

-- What happens to the interest earned by the trust?

The interest earned by the trust may be handled in different ways by different trust arrangements. The interest may have to go back into your account if items on your contract are guaranteed. You may be responsible for reporting that interest to the Internal Revenue Service and paying taxes on it. You will be responsible to pay any taxes on the interest earned even if you cancel your trust account.

Some trust accounts cannot be cancelled.

There may be special fees deducted from your interest. However, you may still be responsible for paying taxes on the entire amount of interest earned before the fees were deducted. Please ask your contract seller for a written list of any fees so you will have a clear understanding about them before you sign the contract.

-- If I pay my trust in premium payments, what happens if I die before the grand total of the funeral has been placed in trust?

(Funeral home shall place answer here)

#### CLAIMS AGAINST THIS CONTRACT

-- Can someone to whom I owe money make a claim against the money, personal property, or real estate that I have used to pay for this contract?

No. This money or property cannot be used to settle a debt, a bankruptcy, or resolve a claim. These funds cannot be garnished.

-- Can the money or property be taxed?

No. Currently, interest earned on the money you deposit in a trust, savings account, or the value of the property you used for payment can be taxed but not the original amount which you invested. Interest earned on annuities is generally deferred until withdrawal.

#### GENERAL GOODS AND SERVICES

-- If I choose goods and services that might not be available at the time of my death, what is the provider required to do?

The funeral home which you select is required to furnish supplies and services that are similar in style and equal in value and quality if what you choose is no longer made or is not available at the time of your death.

Your representative or next-of-kin will have the right to choose the supplies or services to be substituted. However, if the substitute is more expensive than the item originally selected by you, your designee or next-of-kin would be responsible for paying the difference. Under no circumstances will the funeral establishment be allowed to substitute lesser goods and services than the ones you chose.

If, before your death, the funeral home goes out of business or is otherwise unable to fulfill its obligation to you under the preneed contract, you have the right to use the proceeds at the funeral home of your choice.

If the inability to provide services does not become apparent until the time of your death, the individual that you named as your designee could use the funds for services at another funeral home.

-- May I choose the exact item I want now and have the funeral home store it until my death?

If the funeral home or supplier has a storage policy you may ask for this service. If the funeral home or contract seller agrees to store these items, the risk of loss or damage shall be upon the funeral home during the storage period.

For example, what would happen if you select a casket which is in-stock at the time you make these arrangements and the funeral home or supplier agrees to store it for you in their warehouse and: (i) damage occurs, (ii) the funeral home or supplier goes out of business, (iii) the funeral home or supplier is sold, etc.? You need to be assured in writing of protection in these types of situations.

-- What happens if I choose to have a unique service that is not customary or routine in my community? Must the funeral home comply with my wishes?

The funeral home which you have chosen to conduct your service may be able to only provide certain types of services. They may not be able to fulfill your request. If there is a restriction on what they can provide, you will be notified in writing before you sign the preneed contract.

If the funeral home agrees in writing before you sign the contract to perform such services, the funeral home shall provide you a written, itemized statement of fees which you will be charged.



-- Will the funeral home agree to transport my body to another area for burial?

Again, the funeral home may have restrictions on the distance they are willing to travel to conduct a burial. If restrictions apply, you will be notified in writing.

If the funeral home agrees in writing before you sign the contract to honor your wishes, the funeral home shall provide you a written, itemized statement of any penalties (fees) which you will be charged.

-- I may die and be buried in a city other than one where the funeral home that I select for my goods and services is located. Will the funeral home that I select under this contract deliver my merchandise to the city where I die and am to be buried?

This is entirely up to the funeral home to decide. If the funeral home has restrictions on this, they will notify you in writing. If they agree to ship merchandise to another area for your funeral, you will be notified before signing this contract of the fees involved if they can be determined and guaranteed at this time.

However, the preneed contract arrangements and funding is considered portable. This means that they are available for transfer from one locality to another. It is unusual for actual goods and merchandise to be transferred.

## PRICING

-- How will I know that the prices of items which I select are the same for everyone?

The funeral home maintains a general price list and a casket and outer burial container price list. Your contract seller will give this to you before you begin talking about arrangements. After your discussion is finished, you will be given a copy of your preneed contract on which charges will be listed. Charges will only be made for the items you select. If there are any legal or other requirements that mandate that you must buy any

items you did not specifically ask for, the contract seller will explain the reason for the charges to you in writing.

You may ask a funeral home to purchase certain items or make special arrangements for you. If the funeral home charges you for these services, you will receive an explanation in writing. The charges to you for these services may be higher than if you or your family purchased them directly.

At the time of your death, your family or estate will be given an itemized statement which will list all of the specific charges.

-- What is meant by guaranteed and nonguaranteed prices?

Some contract sellers may agree that certain prices are guaranteed. Some may guarantee the price of the total package. Other funeral homes may not guarantee any prices.

Guaranteed prices are those that will not increase for your family or estate at the time of your death, provided your preneed contract is fully paid for or funded at the time of your death. Basically, this means that your funeral arrangement for those items will be covered by and will not exceed your funding and the interest it earns.

Nonguaranteed prices are those which might increase or decrease. The nonguaranteed prices may be written in at the time of this contract with ~~you~~ your understanding that the price is an estimate only and may increase or decrease. A settlement ~~to that effect~~ of any difference in the estimated cost and the actual cost at death may have to be made with your family or representative after your death. Examples of prices that are often not guaranteed include cemetery or crematory services, pallbearers, public transportation, clergy honoraria, flowers musicians or singers, obituary notices, gratuities, and death certificates.

-- Can the contract seller and I negotiate a projected charge for the nonguaranteed items based on the rate of inflation?

It is entirely up to the contract seller to inform you of the funeral home policy in that regard.

## CASKETS AND CONTAINERS

-- Do I have to buy a vault or a container to surround the casket in the grave?

In most areas of the country, state and local laws do not require that you buy a container to surround the casket in the grave. However, many cemeteries ask that you have such a container to support the earth above the grave. Either a burial vault or a grave liner will satisfy if such requirements exist.

-- Is a casket required?

A casket is not required for direct cremation. If you want to arrange a direct cremation, you may use an unfinished wood box or an alternative container made of heavy cardboard or composition materials. You may choose a canvas pouch.

-- Do certain cemeteries and crematoriums have special requirements?

Particular cemeteries and crematoriums may have policies requiring that certain goods and services be purchased. If you decide not to purchase goods and services required by a particular cemetery or crematorium, you have the right to select another location that has no such policy.

## EMBALMING

-- Is embalming always required?

~~Except in certain special cases, embalming~~ Embalming is not required by law. Embalming may be necessary, however, if you select certain funeral arrangements such as viewing or visitation with an open casket. You do not have to pay for embalming you did not

approve if you select arrangements such as a direct cremation or immediate burial. If the funeral home must charge to conduct an embalming, your designee will be notified of the reasons in writing.

## RECORDS

### --What should I do with my preneed contract and documents?

A preneed contract is a legal document. You should keep a copy of your preneed contract and related documentation as you would any similar legal document – in a safe place or with the person designated to make arrangements at the time of your death.

### --Will the funeral home keep a copy of the preneed contract?

The funeral home is required to maintain a copy of the preneed contract on file prior to and after need. Preneed contracts and related documents are required to be kept by the funeral home for three years after your death.

## ASSISTANCE

-- This is all very confusing to me. May I pick someone close to me to help with all of this? May this person also work with the funeral home to ensure that my wishes as written in the preneed contract are carried out?

You may designate in writing a person of your choice to work with the funeral home and contract seller either before or after your death to ensure that your wishes are fulfilled. You must sign the statement and have it notarized. The person that you designate must agree to this in writing. Under the laws governing preneed contracts, the individual whom you designate has final authority at the time of your death.

-- Where can I complain if I have a problem concerning my preneed contract, the contract seller, or the funeral home?

You may direct your complaints or concerns to:

The Board of Funeral Directors and Embalmers

9960 Mayland Drive, Suite 300

Richmond, Virginia 23233

Telephone Number (804) 367-4479

Toll Free Number 1-800-533-1560 (Complaint line)

Fax: (804) 527-4413

**Agenda Item: Board Action – Adoption of changes to Appendices**

**Staff Note:**

The changes to Appendix I, Appendix II, and Appendix III were reviewed by the Regulatory/Legislative Committee. Language is updated and clarified.

**Action:**

Motion to adopt the changes to Appendix I, Appendix II, and Appendix III as presented or as amended by the Board

# VIRGINIA BOARD OF FUNERAL DIRECTORS AND EMBALMERS

Perimeter Center

9960 Mayland Drive, Suite 300 – Henrico, Virginia 23233-1463

E-Mail: FanBd@dhp.virginia.gov Website: www.dhp.virginia.gov Phone: 804-367-4479

## APPENDIX I

### GENERAL PRICE LIST

**Note to Establishments:** The following General Price List has been prepared as a guideline. All General Price Lists must contain at least the following content if you offer the goods and services for sale at your establishment. You may use any format arrangement you choose and may add to this information to fit your establishment's services.

This sample form has notes throughout that are for your information only and are not intended to be included on the form when you prepare the form for use at your establishment. The board has marked these notes with asterisks (\*).

**The statements in italics are required by the Federal Trade Commission and the Board.** The FTC disclosure requirements must be placed under the appropriate category as indicated on this sample form.

**APPENDIX I**

Any Funeral Home

Main Street

Anytown, Virginia

Telephone Number

**GENERAL PRICE LIST**

These prices are effective as of \_\_\_\_\_ (Date)

(Prices are subject to change without prior notice)

**I. General Information:**

**Required Disclosure:** *"The goods and services shown below are those we can provide to our customers. You may choose only the items you desire. However, any funeral arrangements you select will include a charge for our basic services and overhead. If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected."*

~~—"Certain funeral services may be provided off-premises by other funeral service providers."~~

**Optional Disclosure:** "This list does not include prices for certain items that you may ask us to buy for you such as cemetery or crematory services, flowers, and newspaper notices. The prices for these items will be shown on your bill or the statement describing the funeral goods and services you selected. Certain funeral services may be provided off-premises by other funeral service providers."

**II. Professional Services of Funeral Director and Staff**

A. Basic Services of Funeral Director and Staff \$ \_\_\_\_\_

*"This fee for our basic services and overhead will be added to the total cost of the funeral arrangements you select. (This fee is already included in our charges for direct cremations, immediate burials, and forwarding or receiving remains.)"* OR  
*Please note that a fee of \$ \_\_\_\_\_ for the use of our basic services and overhead is included in the price of our caskets. This same fee shall be added to the total cost of your funeral arrangements if you provide the casket."*



Our services include: (\*Note: List what charge for basic services includes)

**III. Funeral Home Facilities**

A. Facilities and staff for visitation and viewing \$ \_\_\_\_\_

Our charge includes:

B. Facilities and staff for funeral ceremony \$ \_\_\_\_\_

Our charge includes:

C. Facilities and staff for memorial service \$ \_\_\_\_\_

Our charge includes:

D. Equipment and staff for graveside service \$ \_\_\_\_\_

Our charge includes:

(\*Note: If you have additional charges such as facilities and staff for home/church viewing, of a charge for additional staff per person or through calculation of manhours, etc., add here as extra items. If you have a charge for interment, add here. Describe what charges include.)

**IV. Embalming**

*"Embalming is not required by law. Embalming may be necessary, however, if you select certain funeral arrangements such as a funeral with viewing. If you do not want embalming, you usually have the right to choose an arrangement that does not require you to pay for it, such as direct cremation or immediate burial."*

A. Normal remains. \$ \_\_\_\_\_

B. Autopsy remains. \$ \_\_\_\_\_

(\*Note: If the cost for embalming is the same for normal and autopsied remains, only one price may be listed)

**V. Other Preparation of the Deceased**

(\*Note: List below each preparation service that you offer and the price. If you do not charge for other preparation, remove this section.)

A. \$ \_\_\_\_\_

B. \$ \_\_\_\_\_

C. \$ \_\_\_\_\_

**VI. Immediate Burial (\*List price range)** \$ \_\_\_\_\_

(\*Note: A price range must be given for this service. Your prices should range from your immediate burial package with container provided by purchaser to your immediate burial package plus your highest priced casket.)

Our charges include: (\*Note: List under each category what the charge includes)

A. Immediate burial with container provided by purchaser \$ \_\_\_\_\_

B. Immediate burial with lowest priced alternative container \$ \_\_\_\_\_

(\*Note: If an alternative container is not offered, this line item may be omitted; if an alternative container is offered, include a brief description *of the container*.)

C. Immediate burial with highest priced casket \$ \_\_\_\_\_

**VII. Direct Cremation** (\*List price range) \$ \_\_\_\_\_ to \$ \_\_\_\_\_

*"State and local laws do not require a casket for direct cremation. If you want to arrange a direct cremation, you can use an alternative container. Alternative containers encase the body and can be made of materials like fiberboard or composition materials (with or without an outside covering). The containers we provide are [specify containers]."*

(\*Note: A price range must be given for a direct cremation. Your prices should range from direct cremation with a container provided by the purchaser to the price for direct cremation plus the highest priced wooden casket acceptable for cremation or highest priced cremation casket. Describe the services included for each category listed below.)

A. Direct cremation with container provided by the purchaser. \$ \_\_\_\_\_

B. Direct cremation with (list each alternative container specified in the above disclosure) \$ \_\_\_\_\_

(\*A price and description for alternative container should be provided)

C. Cremation with highest priced wooden casket \$ \_\_\_\_\_

**VIII. Transfer of Remains to Funeral Establishment** \$ \_\_\_\_\_

(\*Note: This is added only when it is not included under professional services. You must explain what this charge includes if listed separately.)

**IX. Forwarding Remains to Another Funeral Establishment** \$ \_\_\_\_\_

Our charge includes:

**X. Receiving Remains from Another Funeral Establishment** \$ \_\_\_\_\_

Our charge includes:

**XI. Automotive Equipment and Services**

(\*Note: Specify a range of miles for local service. If a fee is charged beyond local miles, please specify the fee per mile. The cost of any vehicle that you must rent should be included on the itemized statement as a cash advance item.)

- A. Use of hearse \$ \_\_\_\_\_
- B. Use of limousine \$ \_\_\_\_\_
- C. Other automotive equipment and services \$ \_\_\_\_\_

(\*Note: You should provide a description and price for each automotive equipment and service listed.)

**XII. Funeral Merchandise**

- A. Caskets \$ \_\_\_\_\_ to \$ \_\_\_\_\_

*"A complete price list will be provided at the funeral establishment home."*

- B. Outer Burial Containers \$ \_\_\_\_\_ to \$ \_\_\_\_\_

*"A complete price list will be provided at the funeral establishment home."*

- C. Other funeral merchandise

(\*Note: List all other merchandise that you offer including acknowledgment cards, register book, memorial folders, etc. and include the price.)

**VIRGINIA BOARD OF FUNERAL DIRECTORS AND EMBALMERS**  
Perimeter Center  
9960 Mayland Drive, Suite 300 – Henrico, Virginia 23233-1463  
E-Mail: [FanBd@dhp.virginia.gov](mailto:FanBd@dhp.virginia.gov) website: [www.dhp.virginia.gov](http://www.dhp.virginia.gov) Phone: 804-367-4479

## **APPENDIX II**

### **CASKET PRICE LIST**

#### **OUTER BURIAL CONTAINER PRICE LIST**

**Note to Establishments:** The following Casket Price List and Outer Burial Container Price List has been prepared as a guideline. You must have lists that are identified separately for each or the Casket Price List may be included in the General Price List. All Casket Price Lists and Outer Burial Price Lists must contain at least the following content if you offer the goods and services for sale at your establishment. You may use any format arrangement you choose and may add to this information to fit your establishment's services.

These sample forms have notes throughout that are for your information only and are not intended to be included on the form when you prepare the form for use at your establishment. The board has marked these notes with asterisks (\*).

**The statements in italics are required by the Federal Trade Commission and the board.** They may be placed in any location on the price lists.

Any Funeral Home  
Main Street  
Anytown, Virginia  
Telephone Number

**CASKET PRICE LIST**

(\* This price list may accompany or be included in the General Price List)

These prices are effective as of \_\_\_\_\_ (Date)

(Prices are subject to change without prior notice)

<u>Manufacturer</u>	<u>Description</u>	<u>Retail Price</u>
*List Manufacturers	*Describe Casket or Alternative Containers	\$ _____

(\*Note: You are required to list sufficient identifying information in order that your families can tell the difference between one casket or alternative container over another.)

Any Funeral Home  
Main Street  
Anytown, Virginia  
Telephone Number

### OUTER BURIAL CONTAINER PRICE LIST

(\* This price list may accompany or be included in the General Price List)

These prices are effective as of \_\_\_\_\_ (Date)

(Prices are subject to change without prior notice)

*“State or local law does not require you to buy a container to surround the casket in the grave. However, many cemeteries require that you have such a container so that the grave will not sink in. Either a grave liner or a burial vault will satisfy these requirements.”*

[\*Note: If your locality has an ordinance requiring an outer burial container, the above disclosure must start with the phrase, “*In most areas of the country,*”]

<u>Manufacturer</u>	<u>Description</u>	<u>Retail Price</u>
*List Manufacturers	*Describe Containers	\$ _____

(\*Note: You are required to list sufficient identifying information in order that your families can tell the difference between one outer burial container over another.)

# VIRGINIA BOARD OF FUNERAL DIRECTORS AND EMBALMERS

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## APPENDIX III

Any Funeral Home

Main Street - Anytown, Virginia - Telephone Number

### ITEMIZED STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Funeral Services for \_\_\_\_\_

Date of Death \_\_\_\_\_ Today's Date \_\_\_\_\_

#### I. PROFESSIONAL SERVICES

A. Basic Services of Funeral Director and Staff \$ \_\_\_\_\_

#### II. FUNERAL HOME FACILITIES

A. Facilities and staff for visitation and viewing \$ \_\_\_\_\_

B. Facilities and staff for funeral ceremony \$ \_\_\_\_\_

C. Facilities and staff for memorial service \$ \_\_\_\_\_

D. Equipment and staff for graveside service \$ \_\_\_\_\_

E. Other charges for staff or facilities (Itemized below) \$ \_\_\_\_\_

#### III. EMBALMING

*"If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming that you did not approve if you selected arrangements such as direct cremation or immediate burial. If we charged for embalming, we will explain why below."*

A. Normal remains \$ \_\_\_\_\_

B. Autopsy remains \$ \_\_\_\_\_

Embalming authorized by: \_\_\_\_\_

(\*Note: *Embalming authorization language* ~~Not~~ required on this form; could be a separate form.)

Reason for embalming:  
\_\_\_\_\_

(\*Note: ~~Written authorization for embalming is optional, and~~ Reason for embalming could go on the disclosure page.)

**IV. OTHER PREPARATION OF THE BODY**

(\* List below each preparation service that you offer and the price.)

**V. IMMEDIATE BURIAL** \$ \_\_\_\_\_

Charge includes: (\* Briefly list what charge includes)

**VI. DIRECT CREMATION** \$ \_\_\_\_\_

Charge includes: (\* Briefly list what charge includes)

**VII. TRANSFER OF REMAINS TO FUNERAL ESTABLISHMENT** \$ \_\_\_\_\_

(\* List separately only when you list it as a separate charge on your General Price List.)

**VIII. FORWARDING REMAINS TO ANOTHER FUNERAL ESTABLISHMENT**

Charge includes: (\*Briefly list what charge includes) \$ \_\_\_\_\_

**IX. RECEIVING REMAINS FROM ANOTHER FUNERAL ESTABLISHMENT**

Charge includes: (\*Briefly list what charge includes) \$ \_\_\_\_\_

**X. AUTOMOTIVE EQUIPMENT AND SERVICES** \$ \_\_\_\_\_

Local service beyond \_\_\_\_\_ miles, add \$ \_\_\_\_\_ per vehicle or \$ \_\_\_\_ per mile.

(\*Note: This statement must be included if this is your practice. List below all automotive equipment that you offer as a service. Any vehicles that you must rent would be a cash advance item.)

**XI. FUNERAL MERCHANDISE** (\*Describe items selected below)

A. Casket \_\_\_\_\_ \$ \_\_\_\_\_

B. Outer Burial Container \_\_\_\_\_ \$ \_\_\_\_\_

C. All other funeral merchandise provided:  
\_\_\_\_\_ \$ \_\_\_\_\_



**XII. ANTICIPATED CASH ADVANCE ITEMS**

*"We charge you for our services in obtaining:"* (\*List each cash advance item. If you do not charge for your services and do not receive a commission or rebate from the third party, you do not have to use this disclosure.)

\_\_\_\_\_ \$ \_\_\_\_\_

**XIII. PACKAGES**

\$ \_\_\_\_\_

List any in-house package and state what items package includes. Items do not have to be priced individually. You do not have to go back through the contract and itemize the separate prices.

**XIV. SUMMARY** (\* Mark N/A if fee does not apply)

A.	Subtotal: Professional Services and Facilities	\$ _____
B.	Subtotal: Funeral Merchandise	\$ _____
	Virginia Sales Tax on Funeral Merchandise	\$ _____
C.	Subtotal: Anticipated Cash Advances	\$ _____
	<b>PRELIMINARY TOTAL FUNERAL ACCOUNT</b>	\$ _____
	Additional late purchase cash advances	\$ _____
	<b>FINAL TOTAL FUNERAL ACCOUNT</b>	\$ _____

**DISCLOSURES**

*"Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reason in writing below:"*

\_\_\_\_\_  
\_\_\_\_\_

**Warranty:** *"The only warranty on the casket or outer burial container, or both, sold in connection with this service is the express written warranty if any, granted by the manufacturer. This Funeral Home makes no warranty, express or implied, with respect to the casket or outer burial container."*

**ACKNOWLEDGEMENT AND AGREEMENT**

(\*Note: Describe your terms below)

**TERMS AND PAYMENT**

(\*Note: Describe your terms of payment below)

_____	_____	_____	_____		
Signed	Dated	Co-signed	Dated		
_____		_____			
Street		Street			
_____		_____			
City	State	Zip	City	State	Zip

**ACCEPTANCE:** *(Name of Funeral Establishment)* agrees to provide all services, merchandise and cash advances indicated on this Statement.

\_\_\_\_\_  
Licensed Funeral Director or Funeral Service ~~Provider~~ Licensee

**Agenda Item: Board Action –Adoption of proposed amendments  
(Funeral Service Intern)**

**Staff Note:**

Included in your package are:

Copy of substance of regulations to be amended identified in the Notice of Intended Regulatory Action (NOIRA)

Copy of the NOIRA on Townhall

Copy of comments received

Copy of DRAFT amendments

**Actions:**

Motion to adopt the proposed amendments to 18VAC65-40 as presented or as amended by the Board

Virginia.gov Agencies | Governor



Agency	Department of Health Professions
Board	Board of Funeral Directors and Embalmers
Chapter	Regulations for the Funeral Service Intern Program [18 VAC 65 - 40]

**Action:** Periodic review 2019

## Notice of Intended Regulatory Action (NOIRA)

Action 5221 / Stage 8525

[Edit Stage](#)
 [Withdraw Stage](#)
 [Go to RIS Project](#)

Documents		
Preliminary Draft Text	None submitted	<a href="#">Sync Text with RIS</a>
<a href="#">Agency Statement</a>	2/4/2019	<a href="#">Upload / Replace</a>
<input type="radio"/> <a href="#">Governor's Review Memo</a>	6/14/2019	
<input type="radio"/> <a href="#">Registrar Transmittal</a>	6/14/2019	

Status	
<b>Public Hearing</b>	Will be held at the <b>proposed</b> stage
<b>Exempt from APA</b>	No, this stage/action is subject to article 2 of the <i>Administrative Process Act</i> and the standard executive branch review process.
<b>DPB Review</b>	Submitted on 2/4/2019 Policy Analyst: <a href="#">Cari Corr</a> Review Completed: 2/15/2019 <i>DPB's policy memo is "Governor's Confidential Working Papers"</i>
<b>Secretary Review</b>	Secretary of Health and Human Resources Review Completed: 6/3/2019
<b>Governor's Review</b>	Review Completed: 6/14/2019 Result: Approved
<b>Virginia Registrar</b>	Submitted on 6/14/2019 <a href="#">The Virginia Register of Regulations</a> Publication Date: 7/8/2019 <a href="#">Volume: 35 Issue: 23</a>
<b>Comment Period</b>	Ended 8/7/2019 0 comments

Contact Information	
<b>Name / Title:</b>	Corie Tillman-Wolf / <i>Executive Director</i>
<b>Address:</b>	9960 Mayland Drive Suite 300 Richmond, VA 23233-1463

## Substance

*Please briefly identify and explain the new substantive provisions that are being considered, the substantive changes to existing sections that are being considered, or both.*

---

The Board intends to make the changes to regulations that were identified in the NOIRA published on August 6, 2018 and incorporated into this NOIRA. The changes include: 1) amendment to 18VAC65-40-130 (A) to indicate training should be completed within not less than 18 months nor more than 60 months, and that the Board would only consider extensions for extenuating circumstances; 2) requirement for supervisors to register for supervision of each funeral service intern with an expiration for the registration of 60 months or at the completion of the intern's training, whichever occurs first in order to allow the Board to track active supervisors and make sure supervisors are in good standing; and 3) addition of a regulation requiring that interns be identified to the public as interns in titles, correspondence, and communications with the public.

In addition, the Ad Hoc Committee convened to conduct a periodic review of intern regulations recommended edits to several sections and the following changes:

***18VAC65-40-90: Renewal of Registration***

Clarification that a notice of renewal also can be transmitted electronically, consistent with legislation that became effective on July 1, 2018

***18VAC65-40-130: Funeral Service Internship***

Consider a reduction in the number of required hours for an internship; the Board will review requirements in other states in comparison with hours required in Virginia

***18VAC65-40-250: Requirements for Supervision***

Specify that supervision must be provided under a funeral service licensee with an unrestricted license and also consider approval of approval of supervisors with previous board action within the previous three years on a case-by-case basis.

***18VAC65-40-320: Reports to the board; six month report; partial report***

Consider removal of language related to deduction of credit hours for late intern reports in 18VAC65-40-320(B)(2).

***18VAC65-40-330: Failure to submit a training report***

Change language to clarify that an intern may not receive credit for training if they fail to submit a training report, rather than forfeiting partial credit for training.

***18VAC65-40-640: Disciplinary action***

Clarify that disciplinary action may be imposed for failure to comply with *the statutes* or regulations of the Board of Funeral Directors and Embalmers.

Virginia.gov Agencies | Governor

Agency **Department of Health Professions**Board **Board of Funeral Directors and Embalmers**Chapter **Regulations for the Funeral Service Intern Program [18 VAC 65 - 40]**

Action	<u>Reduction in hours for funeral internships</u>
Stage	<u>NOIRA</u>
Comment Period	Ends 7/10/2019

3 comments

All good comments for this forum [Show Only Flagged](#)[Back to List of Comments](#)

Commenter: Vanessa Harris/Harris Funeral Home,Inc.

6/12/19 6:16 am

Having a Responsible, Dependable, Dedicated intern is much needed,however, We should not allow

Commenter: Harris Funeral Home.

6/12/19 6:23 am

**Internships**

I DO NOT AGREE!

I have reasons why but it will not fit in 3,000 words. I think Interns should complete More hours. to be sure that they are ready. Interns are our future. There are a multitude of reasons why we should increase hours and also change some of the rules for apprentice. There are other rules that should be change but not Apprenticeships.

Commenter: Jamie Karpa

6/13/19 9:43 am

**Reduction in hours for funeral internships**

The Virginia Board of Funeral Directors and Embalmers has already dropped the minimum length of time in which an internship can be completed to 12 months and now you are entertaining the idea of reducing the internship hours from 3000 to 2000. When in Mortuary School you are taught the very basics of what is required to be a funeral director. The best education you get is from working as an intern in the day to day operations of a funeral home. During the internship there is a tremendous amount of information as well as hands-on learning which needs to be taught. Anyone who has any experience as a funeral director knows that no two funerals and no two families are alike and that the more experience you get under your belt before you strike out unsupervised will help you to be a better funeral director. If anything, increasing the internship to 4000 hours would be beneficial. The state board has an obligation to the citizens of Virginia to make sure that the licenses they issue are to funeral service licensees who are fully trained in all aspects of funeral service. It is just not logical to think that someone can get all the experience they need in one year or 2000 hours.

Please do not let the conglomerates "water-down" this profession. Their attempts to create glorified salespeople the fastest way possible can only be a detriment to the profession and to the Virginia public. Virginia needs better trained funeral directors to assist the public at the worst time in their lives, not more quickly trained people.



# MORRISSETT

*A Life Celebration Home*

July 11, 2019

To the Virginia Board of Funeral Directors and Embalmers:

I write in response to the Board's debate on reducing the number of hours that a funeral intern is required to complete under the supervision of a qualified funeral service licensee. As the current supervisor of two funeral service interns and having served as a supervisor for numerous other interns, I am baffled as to why this reduction is even being discussed. My funeral home has no problem hiring interns and training them for 3000 hours. As a matter of fact, I have a waiting list for interns.

Our funeral home has a great relationship with the funeral program at John Tyler Community College and we have averaged 5 interns on staff for nearly 10 years with a 100% completion rate of the full internship. The problem, as I see it, is that the larger funeral establishments seem to recruit interns only for their own needs. They do not have a training program that encourages employment and training for the good of the profession, but rather for filling a potential spot as a licensee at their own firms. That practice is likely a contributing factor to the growing workforce woes within the profession, to include the shortage of qualified funeral directors and embalmers.

Internships/apprenticeships in the trades; such as electrical, plumbing and pipefitters all have training periods longer than a funeral intern. Some are up to 4000 hours with individual employers requiring even more additional hours for their employees. A funeral director and embalmer that must be well versed in FTC, OSHA, Insurance, Banking, and Funeral laws, as well as having a proficiency in Marketing, Conflict Resolution, Religious Customs, Accounting, Chemistry, Anatomy, Biology, Psychology, Event Planning, Grief Counseling, Social and Mental Health Services, Public Health & Safety, Vital Records Regulations, Business Management, U.S. and Virginia Tax Code, Cemetery Regulations, EEOC, and a multitude of other miscellaneous bits of knowledge that only come with proper training. Becoming a competent member of our profession is more complicated than perhaps receiving a plumbing certification

As the Immediate Past President of the Virginia Funeral Directors Association, (the largest and oldest association representing funeral directors in the Commonwealth), I have had the opportunity to present the matter of reducing the intern requirements to all seven districts around Virginia. We also discussed the issue at our annual business meeting on June 18, 2019. With the exception of one member, no one spoke in favor of this proposed reduction in hours.



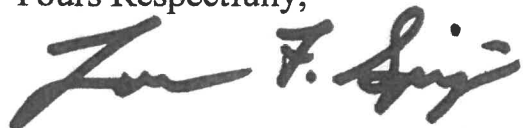
I have been told that this issue has risen to the board level because members are concerned that Virginia is on the high end of hours served by interns in the United States of America. Please consider that Virginia is one of the few states that allows funeral internships to be obtained prior to, during, and following the educational requirements for licensure? Most states do not allow internships to occur until all or most of the formal education is completed, easily adding two or more years to the licensing process.

There are many issues that would be appropriate for the Board to be concerned about if comparing Virginia to other states. One is the "Next-of-Kin" definition. Virginia is the *ONLY* state in the union that does not have a clearly defined next of kin hierarchy in its funeral laws and regulations. We are not one of the last, we are *the* last state to address this matter.

The National Funeral Directors Association, which represents approximately 20,000 funeral homes across the United States and beyond, boasts as its general counsel Scott Gilligan. Most would agree that Mr. Gilligan the preeminent expert in funeral law. He gives Virginia a grade of "F" when it comes to the next-of-kin issue and how it affects our disposition/cremation regulations. In today's world of splintered and blended families, it is only a matter of time before this issue becomes a front-page news story and an embarrassment to the funeral profession in Virginia. By addressing this now, the Virginia Board of Funeral Directors and Embalmers will be *proactive* instead of reactive. Best practices should be proactive. You can prevent being reactive to this issue unlike some of recent years, (such as cremation regulations and refrigeration), and be helpful to our profession.

Please do not remove the appropriate and necessary training it takes to become an accomplished expert in the funeral services profession by reducing hours for required internships. Instead, proactively provide our current and future funeral directors and embalmers – Virginia's small businesses - with the tools that would allow them to assist the Virginia families we all aim to serve. By making the process of determining a proper, definitive hierarchy for next-of-kin, funeral services professionals will be able to advise families quickly and without added stress.

Yours Respectfully,



Laurence F. "Larry" Spiaggi CFSP, CPC, CCO  
Certified Celebrant  
Owner/Funeral Director Immediate Past President VFDA  
Morrissett Funeral & Cremation Service  
6500 Iron Bridge Road  
N. Chesterfield, VA 23234 804-363-4850 (cell)  
larry@morrissett.com

**Project 6053 - NOIRA**

**BOARD OF FUNERAL DIRECTORS AND EMBALMERS**

**Periodic review 2019**

**18VAC65-40-90. Renewal of registration.**

A. The funeral service intern registration shall expire on March 31 of each calendar year and may be renewed by submission of the renewal notice and prescribed fee.

B. A person who fails to renew a registration by the expiration date shall be deemed to have an invalid registration. No credit will be allowed for an internship period served under an expired registration.

C. The funeral service intern is responsible for notifying the board within 14 days of any changes in name, address, employment, or supervisor. Any notices shall be validly given when mailed to the address on record with the board. Renewal notices may be mailed or sent electronically.

**18VAC65-40-110. Reinstatement Renewal or reinstatement of expired registration.**

A. A funeral service intern whose registration has expired may be ~~reinstated~~ renewed within one year following expiration by payment of the current renewal fee and the late renewal fee.

B. A funeral service intern whose registration has been expired for more than one year shall apply for reinstatement by submission of an application and payment of a reinstatement fee. The board may consider reinstatement of an expired registration for up to three years following expiration.

C. When a registration is not reinstated within three years of its expiration date, a new application for registration shall be filed and a new internship begun.

## Part II

### Funeral Service Internship Requirements

#### **18VAC65-40-130. Funeral service internship.**

A. The internship shall consist of at least ~~3,000~~ 2,000 hours of training to be completed within no less than 12 months and no more than 48 months. ~~For good cause shown, the~~ The board may grant an extension of time for completion of an internship only for extenuating circumstances.

B. The funeral service intern shall be assigned a work schedule of not less than 20 hours nor more than 60 hours per week in order to receive credit for such training. For good cause shown, the board may waive the limitation on an intern's work schedule.

C. A funeral service intern shall receive training in all areas of funeral service.

D. A funeral service intern shall be identified to the public as a funeral service intern in a title used, name tag worn, and any correspondence or communication in which the intern's name is used.

#### **18VAC65-40-220. Qualifications of training site.**

A. The board shall approve only an establishment or two combined establishments to serve as the training site or sites that:

1. Have a full and unrestricted Virginia license;
2. Have complied in all respects with the provisions of the regulations of the Board of Funeral Directors and Embalmers; and
3. Have 50 or more funerals and 50 or more bodies for embalming over a 12-month period for each person to be trained. This total must be maintained throughout the period of training. If the establishment does not meet the required number of funerals or embalmings, the funeral service intern may seek approval for an additional training site.

B. The board may grant approval for ~~a resident trainee~~ an intern to receive all or a portion of the embalming training at a facility of state or federal government or an accredited educational institution.

**18VAC65-40-250. Requirements for supervision.**

A. Training shall be conducted under the direct supervision of a licensee or licensees approved by the board. Credit shall only be allowed for training under direct supervision.

B. The board shall approve only funeral service licensees, licensed funeral directors, or licensed embalmers to give funeral training who have a full and unrestricted Virginia funeral license, have at least two consecutive years in practice as a funeral service licensee, funeral director, or embalmer and are employed full time in or under contract with the establishment, facility, or institution where training occurs. The board will not approve registration of a supervisor who has been subject to board disciplinary action within most recent two years.

C. A supervisor licensed as an embalmer or a funeral director shall provide supervision only in the areas of funeral practice for which he is licensed. A supervisor shall ensure that a funeral service intern receives training under the direct supervision of a licensee who has a current license in good standing.

D. A supervisor shall register with the board for each funeral service intern for whom the supervisor is providing supervision. Such registration shall expire 48 months after registration or at the completion of the intern's training, whichever occurs first. If the intern has been granted an extension beyond 48 months for extenuating circumstances, the supervisor may continue to provide supervisor for a time period specified by the board.

~~D.E.~~ Failure to register as a supervisor may subject the licensee to disciplinary action by the board.

E.F. If a supervisor is unable or unwilling to continue providing supervision, the funeral service intern shall obtain a new supervisor. Credit for training shall resume when a new supervisor is approved by the board and the intern has paid the prescribed fee for the change of supervisor.

G. No more than two funeral service interns shall be concurrently registered under any one person licensed for the practice of funeral service, funeral directing or embalming.

**18VAC65-40-280. Supervisor application package.**

A. A licensee seeking approval by the board as a supervisor of an intern shall submit a completed application and any additional documentation as may be required to determine eligibility for each intern to be supervised.

B. The application for supervision of a funeral service intern shall be signed by the establishment manager and by the persons who will be providing supervision for embalming and for the funeral services.

**18VAC65-40-320. Reports to the board.**

A. The intern, the supervisor or supervisors, and the establishment shall submit a written report to the board at the end of every 1,000 hours of training. The report shall:

1. Specify the period of time in which the 1,000 hours has been completed and verify that the intern has actually served in the required capacity during the preceding period; and
2. Be received in the board office no later than 14 days following the end of the completion of 1,000 hours. ~~Late reports may result in additional time being added to the internship.~~

B. If the internship is terminated or interrupted prior to completion of 1,000 hours or if the intern is changing supervisors or training sites, the intern and the supervisor shall submit a partial report to the board with a written explanation of the cause of program termination or interruption or of the change in training or supervision.

1. The partial report shall provide the amount of time served and the dates since the last reporting period. Credit for partial reports shall be given for the number of hours of training completed.

2. Partial reports shall be received in the board office no later than 14 days after the interruption or termination of the internship or after the change in supervisors or training sites. ~~Credit may be deducted for late reports.~~

### Part III

#### Internship: Funeral Supervisors' Responsibilities

##### **18VAC65-40-340. Supervisors' responsibilities.**

A. The supervisor shall provide the intern with all applicable laws and regulations or sections of regulations relating to the funeral industry.

B. The supervisor shall provide the intern with copies of and instruction in the use of all forms and price lists employed by the funeral establishment.

C. The supervisor shall provide the intern with instruction in all aspects of funeral services and shall allow the intern under direct supervision to conduct all necessary arrangements for a minimum of 25 funerals.

D. The embalming supervisor shall provide instruction on all necessary precautions, embalming functions, and reporting forms and shall allow the intern under direct supervision to ~~perform~~ assist in the performance of a minimum of 25 embalmings.

E. The supervisor shall provide the intern with instruction in making preneed funeral arrangements and instruction on the laws and regulations pertaining to preneed funeral contracts and disclosures.

F. The supervisor shall provide instruction on cremation and on the laws and regulations pertaining to cremation.

G. If a training site does not offer preneed funeral planning or cremation services, the supervisor shall arrange for such training at another licensed funeral establishment that does.

#### Part IV

#### Refusal, Suspension, Revocation, and Disciplinary Action

##### **18VAC65-40-640. Disciplinary action.**

The board may refuse to issue or renew a license, registration, or approval to any applicant; and may suspend for a stated period of time or indefinitely, or revoke any license, registration, or approval, or reprimand any person, or place his license or registration on probation with such terms and conditions and for such time as it may designate or impose a monetary penalty for failure to comply with the laws or regulations of the Board of Funeral Directors and Embalmers.

**Board action: Amendment to fee for returned checks**

**Included in agenda package:**

Applicable sections of the Code of Virginia

Revised Fee section

**Staff note:**

Auditors from the Office of the Comptroller have advised DHP that we should be charging \$50 for a returned check, rather than the current \$35. That amount was based on language in § 2.2-614.1. However, § 2.2-4805 (from the Va. Debt Collection Act) requires the fee for a returned check to be \$50.

Board counsel for DHP boards has advised that the handling fee of \$50 in Virginia Code 2.2-4805 governs. Section 2.2-614.1 states that a “penalty of \$35 or the amount of any costs, **whichever is greater**,” shall be imposed. By amending § 2.2-4805 in 2009, the General Assembly determined that the costs, in the form of a “handling fee,” is \$50, and thus greater than the \$35 penalty imposed under 2.2-614.1.

Therefore, all board regulations will need to be amended to reflect the higher “handling” fee.



## § 2.2-4805. Interest, administrative charges and penalty fees

A. Each state agency and institution may charge interest on all past due accounts receivable in accordance with guidelines adopted by the Department of Accounts. Each past due accounts receivable may also be charged an additional amount that shall approximate the administrative costs arising under § 2.2-4806. Agencies and institutions may also assess late penalty fees, not in excess of ten percent of the past-due account on past-due accounts receivable. The Department of Accounts shall adopt regulations concerning the imposition of administrative charges and late penalty fees.

B. Failure to pay in full at the time goods, services, or treatment are rendered by the Commonwealth or when billed for a debt owed to any agency of the Commonwealth shall result in the imposition of interest at the judgment rate as provided in § 6.2-302 on the unpaid balance unless a higher interest rate is authorized by contract with the debtor or provided otherwise by statute. Interest shall begin to accrue on the 60th day after the date of the initial written demand for payment. A public institution of higher education in the Commonwealth may elect to impose a late fee in addition to, or in lieu of, interest for such time as the institution retains the claim pursuant to subsection D of § 2.2-4806. Returned checks or dishonored credit card or debit card payments shall incur a handling fee of \$50 unless a higher amount is authorized by statute to be added to the principal account balance.

C. If the matter is referred for collection to the Division, the debtor shall be liable for reasonable attorney fees unless higher attorney fees are authorized by contract with the debtor.

D. A request for or acceptance of goods or services from the Commonwealth, including medical treatment, shall be deemed to be acceptance of the terms specified in this section.

1988, c. 544, § 2.1-732; 2001, c. 844; 2009, c. 797.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Code of Virginia  
Title 2.2. Administration of Government  
Chapter 6. General Provisions

### § 2.2-614.1. Authority to accept revenue by commercially acceptable means; service charge; bad check charge.

- A. Subject to § 19.2-353.3, any public body that is responsible for revenue collection, including, but not limited to, taxes, interest, penalties, fees, fines or other charges, may accept payment of any amount due by any commercially acceptable means, including, but not limited to, checks, credit cards, debit cards, and electronic funds transfers.
- B. The public body may add to any amount due a sum, not to exceed the amount charged to that public body for acceptance of any payment by a means that incurs a charge to that public body or the amount negotiated and agreed to in a contract with that public body, whichever is less. Any state agency imposing such additional charges shall waive them when the use of these means of payment reduces processing costs and losses due to bad checks or other receivable costs by an amount equal to or greater than the amount of such additional charges.
- C. If any check or other means of payment tendered to a public body in the course of its duties is not paid by the financial institution on which it is drawn, because of insufficient funds in the account of the drawer, no account is in the name of the drawer, or the account of the drawer is closed, and the check or other means of payment is returned to the public body unpaid, the amount thereof shall be charged to the person on whose account it was received, and his liability and that of his sureties, shall be as if he had never offered any such payment. A penalty of \$35 or the amount of any costs, whichever is greater, shall be added to such amount. This penalty shall be in addition to any other penalty provided by law, except the penalty imposed by § 58.1-12 shall not apply.

2002, c. 719; 2004, c. 565.

go back | open in word

**Project 6174 - none**

**BOARD OF FUNERAL DIRECTORS AND EMBALMERS**

**handling fee**

**18VAC65-20-110. Additional fee information.**

A. There shall be a handling fee of ~~\$35~~ \$50 for returned checks or dishonored credit cards or debit cards.

B. Fees shall not be refunded once submitted.

C. The fee for the Virginia State Board Examination shall be paid directly to the examination service contracted by the board for its administration.

**18VAC65-40-40. Fees.**

A. The following fees shall be paid as applicable for registration:

1. Funeral service intern registration	\$150
2. Funeral service intern renewal	\$125
3. Late fee for renewal up to one year after expiration	\$45
4. Duplicate copy of intern registration	\$25
5. <del>Returned check</del> <u>Handling fee for returned check or dishonored credit card or debit card</u>	<del>\$35</del> <u>\$50</u>
6. Registration of supervisor	\$35
7. Change of supervisor	\$35
8. Reinstatement fee	\$195

B. Fees shall be made payable to the Treasurer of Virginia and shall not be refundable once submitted.

October \_\_, 2019

**BY E-MAIL ([vdacs.commissioner@vdacs.virginia.gov](mailto:vdacs.commissioner@vdacs.virginia.gov))  
AND FIRST CLASS MAIL**

Jewel H. Bronaugh, Ph.D.  
Commissioner  
Department of Agriculture and Consumer Services  
P.O. Box 1163  
Richmond, Virginia 23218

Re: Cancellation of Memorandum of Understanding

Dear Dr. Bronaugh:

As you may be aware, in May 1998, the Virginia Department of Health Professions (“Department”) and the Board of Funeral Directors and Embalmers (“Board”) entered into the attached Memorandum of Understanding with the Virginia Department of Agricultural and Consumer Services. The purpose of the Memorandum was to facilitate inter-agency information sharing to promote effective regulation of the sale of funeral and cemetery goods and services.

A number of legislative changes and agency reorganizations since that time have rendered the current Memorandum ineffective as written. For example, legislation enacted in 2012 (HB 1291) transferred certain investigative and consumer complaint functions to the Office of the Attorney General.

Accordingly, please accept this letter as providing the requisite notice of the intent of the Department and the Board to cancel the Memorandum, effective sixty (60) days from the date of this letter or \_\_\_\_\_[DATE].

While this Memorandum has outlived its original purpose, the Department and the Board hope to continue the positive working relationship between our two agencies. Please do not hesitate to contact me if you have any questions, or if I can be of assistance to you.

Sincerely,

David E. Brown, D.C.  
Director

Attachment

cc: Corie E. Tillman Wolf, Executive Director  
Virginia Board of Funeral Directors and Embalmers

## MEMORANDUM OF UNDERSTANDING

Between  
The Virginia Department of Health Professions  
and the Board of Funeral Directors and Embalmers  
and  
The Virginia Department of Agriculture and Consumer Services

This is a memorandum of understanding between the Virginia Department of Health Professions, and the Board of Funeral Directors and Embalmers, and the Virginia Department of Agriculture and Consumer Services.

### PURPOSE

The purpose of this memorandum is to establish methods of exchange of information that will maximize cooperation between the two regulatory authorities in promoting effective regulation of the sale of funeral and cemetery goods and services.

### AUTHORITY

The statutory authority for the Virginia Department of Health Professions, and the Board of Funeral Directors and Embalmers is Chapters 1, 24, 25 and 28 of Title 54.1. Code of Virginia. The statutory authority for the Virginia Department of Agriculture and Consumer Services is found in part in Chapters 3 and 3.1 of Title 3.1., and Chapter 3 of Title 57, and Chapter 17 of Title 59.1 of the Code of Virginia.

### AGREEMENT

The Director of the Department of Health Professions through the Deputy Director of Enforcement will provide the Program Manager for the Office of Consumer Affairs (OCA), Division of Consumer Protection, with the following information:


1. A copy of any complaint or report which alleges a possible violation of law or regulation by an individual or entity in the sale of goods, services, or plots, the maintenance of cemeteries or the trusting of funds for such purposes as involving a cemetery in Virginia.
2. In the event that any complaint or report involves an individual or entity subject to regulation by the Board of Funeral Directors and Embalmers also involves a cemetery subject to the jurisdiction of Department of Agriculture and Consumer Services, Department of Health Professions investigator assigned to the case will contact the Manager of the OCA Regulatory Programs Unit at the Department of Agriculture and Consumer Services and coordinate investigatory efforts and sharing of information to the extent permitted by law.

3. In addition to the above, upon request of the Department of Agriculture and Consumer Services, the Department of Health Professions will provide technical assistance and consultation when requested for meetings, workshops, training sessions or regulation reviews on matters of mutual interest.

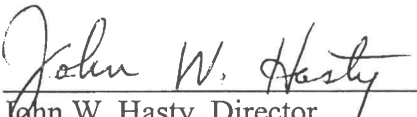
The Department of Agriculture and Consumer Services through the Program Manager for the Office of Consumer Affairs, Division of Consumer Protection, agrees to provide to the Deputy Director of Enforcement for the Department for Health Professions the following:

1. A copy of any complaint or report which alleges a possible violation of law or regulation by an individual or entity in the sale of funeral goods or services, or the trusting of funds for such services involving any funeral licensee, funeral director or embalmer in Virginia.
2. In the event that any complaint or report involves an individual or entity subject to regulation by the Department of Agriculture and Consumer Services also involves any individual or entity subject to the jurisdiction of the Board of Funeral Directors and Embalmers, the Department of Agriculture and Consumer Services investigator will contact the Director of Enforcement at the Department of Health Professions and will coordinate investigatory efforts and sharing of information to the extent permitted by law.
3. In addition to the above, upon request of the Department of Health Professions, the Department of Agriculture and Consumer Services will provide technical assistance and consultation when requested for meetings, workshops, training sessions, or regulation reviews on matters of mutual interest.

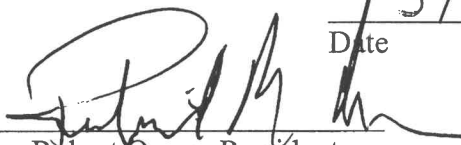
Both agencies further agree to periodically review the content of this memorandum. Both agencies reserve the right to request revisions to the memorandum. The memorandum shall take effect on the latest date it is signed by designated representatives of both agencies. Both agencies reserve the right to cancel the memorandum after giving 60 days notice to the other agency.

  
\_\_\_\_\_  
J. Carlton Courter, III, Commissioner  
Department of Agriculture and Consumer Services

5/1/98  
Date

  
\_\_\_\_\_  
John W. Hasty, Director  
Department of Health Professions

5/8/98  
Date

  
\_\_\_\_\_  
Robert Oman, President  
Board of Funeral Directors and Embalmers

5/11/98  
Date



COMMONWEALTH of VIRGINIA  
*Department of Health Professions*

Elizabeth Young Tisdale  
Executive Director  
Board of Audiology and  
Speech-Language Pathology.....804-662-7390  
Board of Funeral Directors and Embalmers.....804-662-9907  
Board of Nursing Home Administrators.....804-662-9111

6606 West Broad Street, Fourth Floor  
Richmond, Virginia 23230-1717  
(804) 662-9900  
FAX (804) 662-9943  
TDD (804) 662-7197

May 18, 1998

Robert E. Colvin, Ph.D., Program Manager  
Office of Consumer Affairs  
Division of Consumer Protection  
Virginia Department of Consumer Services  
1100 Bank Street, Suite 100  
Richmond, Virginia 23219

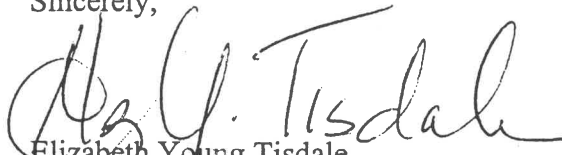
RE: Memorandum of Understanding

Dear Mr. Colvin:

Enclosed please find an original version of the Memorandum of Understanding of May 1998 between the Board of Funeral Directors and Embalmers ("the Board") of the Department of Health Professions and the Virginia Department of Agriculture and Consumer Services. The Board looks forward to the positive working relationship with your department and the sharing of information related to cemeteries or the trusting of funds for such purposes.

Should you have any questions or concerns, please contact me at (804) 662-9907.

Sincerely,

  
Elizabeth Young Tisdale  
Executive Director

/eyt  
Enclosure