

The Virginia Board of Funeral Directors and Embalmers convened for a full board meeting on Thursday, January 14, 2025, at the Department of Health Professions, Perimeter Center, 9960 Mayland Drive, 2<sup>nd</sup> Floor, Board Room #4, Henrico, Virginia.

**BOARD MEMBERS PRESENT:**

Lacyn Barton, FSL, President  
K. Scott Hickey, MD, Secretary-Treasurer  
Jason Graves, FSL  
Muhammad Hanif, Citizen Member  
Blair Nelsen, FSL  
John Piotrowski, FSL  
R. Thomas Slusser, FSL  
Eric Wray, II, FSL

**BOARD MEMBERS NOT PRESENT:**

S. Jonathan Hines, FSL, Vice-President

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

Alesia Baskin, Senior Licensing Program Coordinator  
Sarah Georgen, Licensing and Operations Supervisor  
Annette Kelley, MS, CSAC, Deputy Executive Director  
Melody Morton, Inspections Manager, Enforcement Division  
Matt Novak, Policy and Economic Analyst  
Arne Owens, Agency Director  
Brent Saunders, Senior Assistant Attorney General, Board Counsel  
Corie E. Tillman Wolf, JD, Executive Director

**OTHER GUESTS PRESENT:**

Derik Adams, FSL\*  
Clarence W. Ash, FSL\*  
Paul Harris, Regulatory Support Services  
William M. Hill, FSL\*  
Barry Robinson, Virginia Morticians' Association  
Janet Stephens, FSL, Stephens Consulting  
Ebony Watford, FD\*

*\*Participant indicates attendance to count toward continuing education requirements*

## **CALL TO ORDER**

Ms. Barton called the meeting to order at 10:00 a.m. and asked the Board Members and staff to introduce themselves.

With eight Board Members present at the meeting, a quorum was established.

Ms. Barton read the mission of the Board, which is also the mission of the Department of Health Professions (DHP).

Ms. Barton reminded the Board Members and audience about microphones, computer agenda materials, breaks, sign-in sheets, and attendance for continuing education requirements.

Ms. Tillman Wolf then read the emergency egress instructions.

## **APPROVAL OF MINUTES**

Ms. Barton opened the floor to any edits or corrections regarding the draft minutes for the Board Meeting held on October 10, 2024. Hearing none, the minutes were approved as presented.

## **ORDERING OF THE AGENDA**

Ms. Barton opened the floor to any additional items to add to the agenda.

Upon a ***MOTION*** by Mr. Nelsen, properly seconded by Mr. Wray, the Board voted to accept the agenda as presented. The motion carried (8-0).

## **PUBLIC COMMENT**

Barry Robinson, Virginia Morticians' Association, provided public comment. He thanked the Board for participating in an Education Meeting in November 2024. He requested consideration from the Board of the accessibility of Board meetings to licensees by video stream and the reduction of fees for licensees.

Janet Stephens, FSL, provided public comment on student embalming assistance performed by persons enrolled in online funeral service or mortuary education programs. Ms. Stephens stated that she is a FSL and faculty member with the Gupton Jones program. She asked that the Board consider allowing students who reside in Virginia, but who are enrolled in online programs, to complete their clinicals in Virginia.

## **AGENCY REPORT**

As Mr. Owens was required to attend a meeting during the General Assembly session, Mr. Owens' agency report was deferred until later in the agenda.

## STAFF REPORTS

### *Executive Director's Report – Corie E. Tillman Wolf, JD, Executive Director*

#### *Board Updates*

Ms. Tillman Wolf provided updates to the Board on activities since the last meeting, including monitoring of legislation, scheduling of an Examination Committee meeting, responding to requests for training by the professional organizations, and preparing for the forthcoming 2025 renewal cycle.

#### *Data Updates*

Ms. Tillman Wolf provided updated data related to Funeral Director and Embalmer-only applications and licenses since 2021, in comparison to FSL applications and licenses issued in 2024. Ms. Tillman Wolf answered questions from the Board.

#### *International Conference Updates*

Ms. Tillman Wolf provided an update regarding the upcoming annual meeting of the International Conference of Funeral Service Examining Boards (The Conference), which is scheduled for February 2025. She reported that Ms. Barton, Mr. Wray, and Mr. Nelsen would attend the meeting.

Ms. Tillman Wolf stated that she was working with The Conference and Pearson Vue on updates to the Laws, Rules, and Regulations examination based on recommended updates to questions from the Examination Committee.

#### *2025 Board Meetings*

Ms. Tillman Wolf announced the remaining 2025 Board meeting schedule.

- April 15, 2025
- July 8 or 10, 2025
- October 7, 2025

#### *Notes and Reminders*

Ms. Tillman Wolf reminded board members of the deadline for their annual statement of economic interests, which is due February 3, 2025. She also provided reminders regarding travel authorization requirements.

With no further questions, Ms. Tillman Wolf concluded her report.

### *Discipline Report – Annette Kelley, MS, CSAC, Deputy Executive Director*

As of November 30, 2024, Ms. Kelley reported the following disciplinary statistics:

- 8 Patient Care Cases

- 0 at Informal
- 0 at Formal
- 7 at Enforcement
- 1 at Probable Cause
- 0 at APD
  
- 68 Non-Patient Care Cases
  - 0 at Informal
  - 0 at Formal
  - 26 at Enforcement
  - 42 at Probable Cause
  - 0 at APD
  
- 12 at Compliance

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

- |                   |                   |
|-------------------|-------------------|
| ● Q1 2022 – 19/18 | ● Q4 2023 – 27/11 |
| ● Q2 2022 – 19/12 | ● Q1 2024 – 24/22 |
| ● Q3 2022 – 24/22 | ● Q2 2024 – 23/32 |
| ● Q4 2022 – 28/21 | ● Q3 2024 – 19/28 |
| ● Q1 2023 – 5/23  | ● Q4 2024 – 21/37 |
| ● Q2 2023 – 10/21 | ● Q1 2025 – 17/17 |
| ● Q3 2023 – 11/13 |                   |

With no questions, Ms. Kelley concluded her report.

***Licensure Report – Sarah Georgen, Licensing and Operations Supervisor***

*Licensure Statistics – All Licenses*

Ms. Georgen presented licensure statistics and trends in license count.

License	June 30, 2024 (Q4 2024)	September 30, 2024 (Q1 2025)	Difference (+/-)
Funeral Service Licensees	1,554	1,586	+32
Funeral Director	58	61	-3
Embalmer Only	4	4	0
Supervisors	282	295	+13
Funeral Service Interns	193	184	-9
Funeral Directing Interns	37	40	+3
Embalmer Interns	5	4	-1

Funeral Establishments	412	421	+9
Branch Establishments	88	89	+1
Crematories	137	138	+1
CE Providers	13	10	-3
Courtesy Card Holders	137	144	+7
Surface Transport & Removal Svc.	49	53	+4
<b>Total (*not incl. supervisors)</b>	2,687	2,734	+47

Ms. Georgen reviewed the trends of licensure counts since Q4 – 2020.

*2025 Licensure Renewal Notifications*

Ms. Georgen provided information regarding the upcoming 2025 licensure renewal notifications.

*Email Addresses on File*

Ms. Georgen provided an update on the email addresses on file with the Board to ensure accurate communication with licensees during the renewal process.

*Customer Satisfaction*

Ms. Georgen provided information on the 2024 fiscal year customer satisfaction survey results.

*Call Trends*

Ms. Georgen provided information on the call trends since 2019.

*Updates*

Ms. Georgen provided information on the Board newsletter released in October 2024, website updates to frequently asked questions, and an updated application for funeral establishment or branch temporary change of manager notice.

*On the Horizon*

Ms. Georgen announced the creation of a continuing education audit bot to assist in providing notifications and correspondence to licensees.

*Updates for Expense Reimbursement Vouchers*

Ms. Georgen provided information regarding recent updates to the IRS standard mileage rate increase and the Federal General Services Administration per diem increase. She also provided a reminder regarding the Virginia Department of Accounts remittance electronic data interchange.

With no questions, Ms. Georgen concluded her report.

***Inspections Report, Melody Morton, Inspections Manager, DHP Enforcement Division***

Ms. Morton provided an update regarding Senior Inspector staffing changes in 2024.

Ms. Morton provided an overview of the Senior Inspectors' work related to the Board to include investigative case numbers and hours, inspection totals, and the nature of deficiencies noted.

Ms. Morton answered questions from the Board.

**BOARD COUNSEL REPORT – M. Brent Saunders, Senior Assistant Attorney General**

Mr. Saunders had no matters to report to the Board.

**COMMITTEE AND BOARD MEMBER REPORTS**

***Report from the International Conference of Funeral Service Examining Boards – Lacyn Barton, FSL***

Ms. Barton provided an update regarding the recent activities of the International Conference of Funeral Service Examining Boards (The Conference) and the National Board Examination (NBE) national pass rate statistics for first-time test takers.

Ms. Barton stated that the Model Practice Act draft was available for review by practitioners and the public and that The Conference would consider any comments received.

Ms. Barton also announced The Conference's 121st Annual Meeting, which will be held in Palm Springs, California, on February 26-27, 2025. She stated that online registration was available and that delegate grants for board members and staff to participate were available.

With no questions, Ms. Barton concluded her report.

**LEGISLATIVE AND REGULATORY REPORT**

***Report on Status of Regulations and Legislative Report - Matt Novak, Policy and Economic Analyst***

Mr. Novak provided an update on pending regulatory actions and the 2025 General Assembly.

Mr. Novak answered questions from the Board related to the legislative report.

Mr. Owens arrived at 11:05 a.m.

## AGENCY REPORT

Mr. Owens reported on the beginning of the 2025 General Assembly. He stated that the agency bills introduced this year were geared primarily toward the healthcare workforce.

Mr. Owens provided a brief report about agency operations and employee retention efforts, including the recent conclusion of an agency salary study.

With no questions, Mr. Owens concluded his report.

## BOARD ACTION

*Adoption of Proposed Regulations for Regulatory Reduction (Chapters 18VAC65-20, 18VAC65-30, and 18VAC65-40)*

Mr. Novak provided an overview of the draft proposed regulations for regulatory reduction found in Chapters 18VAC65-20, 18VAC65-30, and 18VAC65-40.

Ms. Tillman Wolf answered questions related to the proposed changes to 18VAC65-20-350(C) and stated that alternative language had been considered by the Legislative/Regulatory Committee, but that the Board had not finalized proposed amendments in this area. The proposed language paragraph C in the Board's agenda packet could be amended in line with that alternative language:

*The board may grant licensure to an applicant who holds a valid license for the practice of funeral directing or an equivalent license in another state, territory, or the District of Columbia and who (i) has completed a board-approved funeral directing program with at least 30 credit hours of instruction and (ii) has engaged in the licensed, active practice of funeral directing in another jurisdiction for a period of not less than five years.*

Upon a **MOTION** by Mr. Nelsen, properly seconded by Mr. Wray, the Board voted to accept the proposed changes as presented. The motion carried (8-0).

Mr. Novak provided information on proposed amendments to Chapter 30 regarding preneed contracts including sections that could be moved to Appendices. Ms. Tillman Wolf stated that the Board may wish to consider leaving in the language that appears in the current 18VAC65-30-110 regarding cancellation or transfer of contracts, as this language may get lost if moved to an Appendix.

Upon a **MOTION** by Mr. Nelsen, properly seconded by Mr. Wray, the Board voted to remove the proposed amendment to 18VAC65-30-110. The motion carried (8-0).

Mr. Novak stated that the content of 18VAC65-30-220 for preneed contracts is proposed to be moved to an Appendix which would be numbered Appendix IV or 4. The inclusion of the number is an amendment to the text in the agenda packet.

Upon a **MOTION** by Mr. Graves, properly seconded by Mr. Slusser, the Board voted to accept the amendment to 18VAC65-30-220, as amended. The motion carried (8-0).

Mr. Novak stated that the content of 18VAC65-30-230 for disclosure statements is proposed to be moved to an Appendix which would be numbered Appendix V or 5. The inclusion of the number is an amendment to the text in the agenda packet.

Upon a **MOTION** by Mr. Nelsen, properly seconded by Mr. Graves, the Board voted to accept the amendment to 18VAC65-30-230, as amended. The motion carried (8-0).

Mr. Novak provided information on proposed amendments to the Board's Chapter 40 regulations for internships.

Ms. Tillman Wolf provided clarification regarding the language in 18VAC65-40-185 that relates to embezzlement convictions and internship registration, stating that the regulatory language tracks the language in Code that currently exists for funeral service interns. She noted that the Legislative/Regulatory Committee and the full Board had previously considered and proposed legislative amendments related to embezzlement as a barrier for intern registration.

Mr. Novak provided information on a proposed change to the language in the Board's packet in 18VAC65-40-250 to clarify that the Board has discretion to deny applications for supervisor registrations where the licensee has had Board discipline within the previous two years. The proposed change would be to state "may deny" instead of "may approve."

Upon a **MOTION** by Mr. Wray, properly seconded by Mr. Slusser, the Board voted to accept the amendment to 18VAC65-40-250, as amended. The motion carried (8-0).

Ms. Tillman Wolf answered questions from the Board regarding 18VAC-65-20-70, which concerns required fees for licensure and renewal. She suggested that with any Board inquiry related to licensure and renewal fees, DHP's Finance and Budget Director be asked to provide a full picture of the Board's budget and finances for consideration.

Upon a **MOTION** by Mr. Wray, properly seconded by Mr. Piotrowski, the Board voted to adopt the proposed regulations for regulatory reduction (Chapters 18VAC65-20, 18VAC65-30, and 18VAC65-40) as amended. The motion carried (8-0).

*Consideration of Petition for Rulemaking and Public Comments (Henniger)*

Mr. Novak provided a summary of the petition for rulemaking and the Board's options for response. Mr. Novak noted that no public comments had been received regarding the petition. Mr. Novak further noted that, if the Board approved the petition and proceeded with rulemaking, the Board would be limited to making amendments to the one regulation cited in the petition. Ms. Tillman Wolf noted that, should the Board wish to clarify this area of the regulations for establishments that do not perform embalming, there would be other regulations that may need to be amended to address the concern raised in the petition.

Upon a **MOTION** by Mr. Nelsen, properly seconded by Mr. Slusser, the Board voted to deny the petition and refer the petition for further consideration by the Legislative/Regulatory Committee of regulatory amendments and guidance. The motion carried (8-0).

#### *Consideration of Adoption of Guidance Documents*

#### *Embalming Pending Resolution of Disputes Involving Next-of-Kin (Virginia Code §§ 54.1-2806, 54.1-2807.01, 54.1-2811.1)*

Mr. Novak provided information on the regulatory process related to guidance documents.

Ms. Tillman Wolf provided additional background on the proposed guidance document that arose from a potential conflict created by legislation passed in 2024 related to embalming of remains pending the resolution of a next-of-kin dispute. Ms. Tillman Wolf answered questions regarding the proposed guidance document.

Board members discussed the deletion of the fourth paragraph in the original draft to avoid creating more confusion for licensees.

Upon a **MOTION** by Mr. Wray, properly seconded by Mr. Graves, the Board voted to adopt Guidance for embalming and refrigeration pending resolution of a dispute involving the identity of next-of-kin as amended. The motion carried (8-0).

#### *Embalming Assistance by Students Enrolled in Online Programs Outside of the Commonwealth of Virginia (Virginia Code § 54.1-2805)*

Ms. Tillman Wolf provided a summary of and background regarding the proposed guidance document.

Upon a **MOTION** by Mr. Nelsen, properly seconded by Mr. Wray, the Board voted to adopt Guidance on student embalming assistance performed by persons enrolled in online funeral service or mortuary education programs outside of the Commonwealth of Virginia as presented. The motion carried (8-0).

#### **NEW BUSINESS**

Ms. Tillman Wolf provided information related to a question from a licensee regarding online, self-guided preneed planning tools.

Mr. Nelsen left at 12:11 p.m.

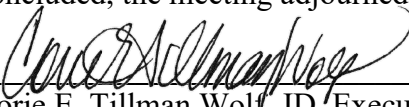
Upon a **MOTION** by Dr. Hickey, renewed by Mr. Nelsen, and properly seconded by Mr. Graves, the Board voted to refer the question to the Legislative/Regulatory Committee. The motion carried (7-0).

**NEXT MEETING**

The next meeting date is April 15, 2025.

**ADJOURNMENT**

Ms. Barton called for any objections to adjourn the meeting. Hearing no objections and with all business concluded, the meeting adjourned at 12:12 p.m.

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

April 15, 2025  
Date

## Project 7556 - Proposed

### Board of Funeral Directors And Embalmers

#### 2023 Regulatory Reduction

##### **18VAC65-20-110. Additional fee information.**

A. There shall be a handling fee of \$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~~ Virginia State Examination on Laws, Rules, and Regulations shall be paid directly to the examination service contracted by the board for its administration.

##### **18VAC65-20-140. Reinstatement of expired license or registration.**

A. The board may consider reinstatement of an expired license or registration that has not been renewed within one year of expiration ~~for up to three years following expiration~~. An application request for reinstatement shall be submitted to the board and shall include payment of the reinstatement fee prescribed in 18VAC65-20-70.

B. If the Virginia license of a funeral service licensee, a funeral director, or an embalmer is lapsed three years or less and the applicant is seeking reinstatement, the applicant shall provide evidence of having completing the number of continuing competency hours required for the period in which the license has been lapsed.

C. ~~When~~ If a license is not reinstated within three years of its expiration date, ~~an~~ the applicant shall ~~reapply for licensure~~ apply for reinstatement and pass the state examination.

##### **18VAC65-20-152. Continuing education providers.**

A. Unless disqualified by action of the board, courses offered by the following providers are approved for continuing education credit:

1. Local, state, or federal government agencies;
2. Regionally accredited colleges and universities; or
3. Board-recognized national, regional, state, and local associations or organizations as follows:
  - a. National Funeral Directors Association and state chapters;
  - b. National Funeral Directors and Morticians Association and state chapters;
  - c. Association of Independent Funeral Homes of Virginia;
  - d. Cremation Association of North America;
  - e. American Board of Funeral Service Education;
  - f. International Conference of Funeral Service Examining Boards;
  - g. Virginia Morticians Association; and
  - h. Other similar associations or organizations as approved by action of the board.

B. Course providers not listed in subsection A of this section may apply for approval by the board as continuing education providers.

1. To be considered for board approval, a continuing education provider shall submit 60 days prior to offering a continuing education course:

- a. Documentation of an instructional plan and course objectives for the continuing education course that meets the criteria set forth in 18VAC65-20-151 B;

b. A syllabus or course outline of the course to be offered with the credentials of the course instructors, a description of each session, including number of continuing education hours; and

c. The continuing education provider fee set forth under 18VAC65-20-70.

2. Board approval of continuing education providers under this subsection shall expire on July 1 of each year and may be renewed upon resubmission of documentation on courses and instructors and the provider fee as required by the board.

3. Renewed approval of a continuing education provider may be granted without submission of an additional course review fee if the provider submits a statement that courses and instructors offered for the coming year will not change from the previous year. If there will be additions or alterations to the continuing education offerings of a provider, resubmission of course documentation and an additional course review fee is required.

4. If additional courses are submitted for board approval beyond those courses submitted with an initial or renewal application, the continuing education provider shall remit the fee for review under 18VAC65-20-70.

C. Continuing education providers approved under subsection A or B of this section shall:

1. Maintain and provide to the board upon request documentation of the course titles and objectives and of licensee attendance and completion of courses for a period of two years;

2. Monitor attendance at classroom or similar educational experiences for compliance with law and regulations; and

3. Provide a certificate of completion for licensees who successfully complete a course.

**18VAC65-20-153. Documenting compliance with continuing education requirements.**

A. All licensees with active status are required to maintain original documentation of continuing education for a period of three years after the corresponding annual renewal period.

B. After the end of each renewal period, the board may conduct a random audit of licensees to verify compliance with the requirement for that renewal period.

C. Upon request, a licensee shall provide documentation within 14 days as follows:

1. Official transcripts showing credit hours earned from an accredited institution; or

2. Certificates of completion from approved providers.

D. Compliance with continuing education requirements, including the subject and purpose of the courses as prescribed in 18VAC65-20-151 B, the maintenance of records, and the relevance of the courses to the category of licensure, is the responsibility of the licensee. The board may request additional information if such compliance is not clear from the transcripts or certificates.

~~E. Continuing education hours required by disciplinary order shall not be used to satisfy renewal requirements.~~

**18VAC65-20-170. Requirements for an establishment license.**

A. No person shall maintain, manage, or operate a funeral service establishment in the Commonwealth, unless such establishment holds a license issued by the board. The name of the funeral service licensee or licensed funeral director designated by the ownership to be manager of record for the establishment shall be included on the license.

B. Except as provided in § 54.1-2810 of the Code of Virginia, every funeral service establishment and every branch or chapel of such establishment, regardless of how owned, shall have a separate manager of record who has responsibility for the establishment as

prescribed in 18VAC65-20-171. The owner of the establishment shall not abridge the authority of the manager of record relating to compliance with the laws governing the practice of funeral services and regulations of the board.

C. ~~At least 30 days prior to opening an establishment, an~~ An owner or licensed manager seeking an establishment license shall submit simultaneously a completed application, any additional documentation as may be required by the board to determine eligibility, and the applicable fee. An incomplete package will be returned to the licensee. A license shall not be issued until an inspection of the establishment has been completed and approved.

D. Within 30 days following a change of ownership, the owner or licensed manager shall request a reinspection of the establishment, submit an application for a new establishment license with documentation that identifies the new owner, and pay the licensure and reinspection fees as required by 18VAC65-20-70. Reinspection of the establishment may occur on a schedule determined by the board, but shall occur no later than one year from the date of the change.

E. The application for licensure of a branch or chapel shall specify the name of the main establishment and contain an attestation of the affiliation of the branch or chapel and the main establishment.

F. In the event of an emergency requiring the evacuation or discontinued use of a funeral establishment, the impacted establishment may be approved by the board to continue operations out of another licensed funeral establishment for a period of no more than 60 days. The impacted establishment may request an extension of emergency operations for an additional 30 days upon good cause shown. In requesting approval for conducting emergency operations under this section, the impacted funeral establishment shall submit documentation that identifies the manager of record for both the impacted establishment and establishment for emergency operations and any agreement for emergency usage.

**18VAC65-20-231. Requirements for a funeral director license by examination.**

A. To qualify for licensure as a funeral director, a person shall:

1. Be at least 18 years of age and hold a high school diploma or its equivalent;
2. Have completed a funeral service or funeral directing internship as prescribed by the board in regulation;
3. Have graduated from a school of mortuary science or funeral service accredited by the American Board of Funeral Service Education, Incorporated or have completed an associate's degree or its equivalent, which consists of at least 60 credit hours of coursework, of which at least 30 hours shall be from a funeral directing program approved by the board;
4. Have successfully completed coursework in the area of pathology as approved by the board;
5. Have passed the National Board Examination in Arts or State Board Examination in Arts of the International Conference of Funeral Service Examining Boards; and
6. Have passed the Virginia State Board Examination on the laws, rules, and regulations for funeral practice.

B. Applicants shall submit school transcripts and National Board Examination or ~~State Board Examination~~ Virginia State Examination on Laws, Rules, and Regulations scores as part of an application package, including the required fee and any additional documentation as may be required to determine eligibility.

C. The board, in its discretion, may license an individual convicted of a felony if such individual has successfully fulfilled all conditions of sentencing, been pardoned, or has had his

civil rights restored. The board may refuse to license an individual who has a criminal or disciplinary proceeding pending against him in any jurisdiction in the United States.

**18VAC65-20-232. Requirements for an embalmer license by examination.**

A. To qualify for licensure as an embalmer, a person shall:

1. Be at least 18 years of age and hold a high school diploma or its equivalent;
2. Have completed a funeral service or an embalming internship as prescribed by the board in regulation;
3. Have graduated from a school of mortuary science or funeral service accredited by the American Board of Funeral Service Education, Incorporated or have completed an embalming program approved by the board;
4. Have passed the National Board Examination in Sciences or State Board Examination in Sciences of the International Conference of Funeral Service Examining Boards; and
5. Have passed the ~~Virginia State Board Examination on the laws, rules, and regulations for funeral practice~~ Virginia State Exam on Laws, Rules, and Regulations.

B. Applicants shall submit school transcripts and National Board Examination or State Board Examination scores as part of an application package, including the required fee and any additional documentation as may be required to determine eligibility.

C. The board, in its discretion, may license an individual convicted of a felony if such individual has successfully fulfilled all conditions of sentencing, been pardoned, or has had his civil rights restored. The board may refuse to license an individual who has a criminal or disciplinary proceeding pending against him in any jurisdiction in the United States.

**18VAC65-20-240. Requirements for funeral service licensure by examination.**

A. Application requirements. Applicants shall submit official mortuary school transcripts and national examination board scores as part of an application package, including the required fee and any additional documentation as may be required to determine eligibility.

B. National examination requirements. Prior to applying for licensure by examination, every applicant shall pass the National Board Examination of the International Conference of Funeral Service Examining Boards.

C. State examination requirements. All applicants shall pass the ~~Virginia State Board Examination~~ Virginia State Examination on Laws, Rules, and Regulations.

**18VAC65-20-350. Requirements for licensure by reciprocity or endorsement.**

A. Licenses for the practice of funeral service, funeral directing, embalming, or an equivalent license issued by other states, territories, or the District of Columbia may be recognized by the board and the holder of such license may be granted a license to practice funeral service, funeral directing, or embalming within the Commonwealth.

Licenses may be granted to applicants by the board on a case-by-case basis if the applicant holds a valid license for the practice of funeral service, funeral directing, embalming, or an equivalent license in another state, territory, or the District of Columbia and possesses credentials that are substantially similar to or more stringent than required by the Commonwealth for initial licensure at the time the applicant was initially licensed.

B. An applicant for licensure by reciprocity or endorsement shall pass the ~~Virginia State Board Examination~~ Virginia State Examination on Laws, Rules, and Regulations.

C. The board may grant licensure to an applicant who holds a valid license for the practice of funeral directing or an equivalent license in another state, territory, or the District of Columbia and who (i) has completed a board-approved funeral directing program with at least 30 credit

hours of instruction and (ii) has engaged in the licensed, active practice of funeral directing in another jurisdiction for a period of not less than five years.

#### **18VAC65-20-435. Registration of crematories.**

A. ~~At least 30 days prior to opening a crematory, any~~ Any person intending to own or operate a crematory shall apply for registration with the board by submitting a completed application and fee as prescribed in 18VAC65-20-70. The name of the individual designated by the ownership to be the crematory manager shall be included on the application. The owner of the crematory shall not abridge the authority of the crematory manager relating to compliance with the laws governing the practice of funeral services and regulations of the board. The designated crematory manager may be the manager of record of a funeral establishment co-located on the same premises. Once the crematory equipment is deemed functional and an initial crematory inspection is completed, the board may issue the crematory a registration to operate.

B. Every crematory, regardless of how owned, shall have a manager who has (i) achieved certification by the Cremation Association of North America (CANA); the International Cemetery, Cremation and Funeral Association (ICCFA); or other certification recognized by the board and (ii) received training in compliance with standards of the Occupational Health and Safety Administration (OSHA) for universal precautions and bloodborne pathogens.

C. The manager shall be fully accountable for the operation of the crematory as it pertains to the laws and regulations governing the practice of funeral services, to include but not be limited to:

1. Maintenance of the facility within standards established in this chapter;
2. Retention of reports and documents as prescribed by the board in 18VAC65-20-436 during the period in which he serves as crematory manager; and
3. Reporting to the board of any changes in information as required by 18VAC65-20-60.

D. All persons who operate the retort in a crematory shall have certification by the Cremation Association of North America (CANA); the International Cemetery, Cremation and Funeral Association (ICCFA); or other certification recognized by the board. Persons receiving training toward certification to operate a retort shall be allowed to work under the supervision of an operator who holds certification for a period not to exceed six months.

E. A crematory providing cremation services directly to the public shall also be licensed as a funeral service establishment or shall be a branch of a licensed establishment.

F. When a crematory application is pending and the conduct of a cremation is necessary to ensure the proper function of retort equipment, the board may authorize the crematory to conduct a test cremation prior to registration. ~~Once the crematory equipment is deemed functional and an initial crematory inspection is completed, the board may issue the crematory a registration to operate.~~

G. The board may take disciplinary action against a crematory registration for a violation of § 54.1-2818.1 of the Code of Virginia or for the inappropriate handling of dead human bodies or remains.

#### **18VAC65-20-581. Refrigeration requirements.**

A. If a dead human body is to be in the possession of a funeral establishment ~~or crematory~~ for more than 48 hours from the time the funeral establishment or crematory takes physical possession of the body until embalming, cremation, or burial, the body shall be placed and maintained in refrigeration in a mechanical refrigeration unit suitable for storing human remains in accordance with subsection B of § 54.1-2811.1 of the Code of Virginia. Crematories shall follow the requirements of 18VAC65-20-436 regarding refrigeration.

B. The mechanical refrigeration unit may be located in the funeral establishment or crematory, or the funeral establishment or crematory may enter into an agreement or contract with another funeral establishment, crematory, or other licensed entity for refrigeration in a mechanical refrigeration unit.

C. Evidence of compliance with the requirement for refrigeration shall be maintained as a log entry or other documentation indicating times of placement in and removal of a body from refrigeration.

**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 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	\$ _____
<b>SUBTOTAL COSTS OF (GUARANTEED) SUPPLIES PURCHASED:</b>	\$ _____

**XII. PACKAGE PRICES**

(NOTE: List all package prices by name.)

<b>SUBTOTAL COSTS OF (GUARANTEED) SUPPLIES PURCHASED:</b>	\$ _____
---	----------

**Nonguaranteed Goods and Services Purchased**

The actual prices of goods and services below are NOT GUARANTEED. These items may include 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:

<b>SUBTOTAL ESTIMATED COSTS OF NONGUARANTEED ITEMS:</b>	\$ _____
---	----------

**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	\$ _____

<b>GRAND TOTAL</b>	\$ _____
--------------------	----------

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)

**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:

**II. METHOD OF FUNDING**

~~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. Insurance or annuity contract.~~

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

- ~~1. Buyer:~~
- ~~2. Insurance Company:~~
- ~~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):~~

~~4. The life insurance or annuity contract provides that the face amount of any life insurance policy issued to fund a preneed funeral contract shall not be decreased over the life of the life insurance policy except for life insurance policies that have lapsed due to the nonpayment of premiums or have gone to a nonforfeiture option that lowers the face amount as allowed for in the provisions of the policy.~~

### ~~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 for complaints: 1-800-533-1560~~

~~FAX: (804) 527-4413~~

~~Website: www.dhp.virginia.gov~~

### ~~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 that 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 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

### 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 \_\_\_\_\_, 20\_\_\_\_

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

Date Commission Expires: \_\_\_\_\_ The preneed contract shall include all content and disclosures included in Appendix 4 (IV) of this chapter.

### **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 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 the signing of the agreement 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 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 that 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 that 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 your understanding that the price is an estimate only and may increase or decrease. A settlement 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?~~

~~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 such as 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 for complaints: 1-800-533-1560~~

~~Fax: (804) 527-4413~~

~~Website: [www.dhp.virginia.gov](http://www.dhp.virginia.gov) The preneed contract shall include all content and disclosures included in Appendix 5 (V) of this chapter.~~

## 18VAC65-40-40. Fees.

A. The following fees shall be paid as applicable for registration:

1. Funeral service, funeral directing, or embalming intern registration	\$150
2. Funeral service, funeral directing, or embalming intern renewal	\$125
3. Late fee for renewal up to one year after expiration	\$45
4. Duplicate copy of intern registration	\$25

5. Handling fee for returned check or dishonored credit card or debit card	\$50
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. refunded.~~

**18VAC65-40-130. Funeral service, funeral directing, or embalming internship.**

A. An internship for funeral service, funeral directing, or embalming shall consist of at least 2,000 hours of training to be completed within no less than 12 months and no more than 48 months. The board may grant an extension of time for completion of an internship only for extenuating circumstances.

B. The 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.~~

A funeral directing intern shall receive training in all areas of funeral directing, including assisting in at least 25 funerals, 25 arrangement conferences, as well as visitations and financing of funeral services.

E. An embalming intern shall receive training in all aspects of embalming practice, including assisting in at least 25 embalmings, as well as treatment, restorative art, safety and sanitation, and organ, tissue, or anatomical donation.

F. An intern registration shall expire upon issuance by the board of a license to practice as a funeral service licensee, a funeral director, or an embalmer. When an internship has been completed for licensure as a funeral director or as an embalmer, the approval of an additional internship to meet the requirements for licensure as a funeral service licensee may be approved by the board in accordance with § 54.1-2817 of the Code of Virginia and the regulations of the board. Any additional internship granted shall be limited in duration to the time required for completion of hours and cases required for licensure. An internship may not be used to expand the scope of practice of a licensee.

G. An intern shall be identified to the public as a funeral service intern, a funeral directing intern, or an embalming intern in a title used, name tag worn, and any correspondence or communication in which the intern's name is used.

**18VAC65-40-185. Intern application for funeral directing or embalming licensure.**

A. An applicant who attests to holding a high school diploma or its equivalent may seek registration with the board as a funeral directing or an embalming intern by submission of an application package, which shall include documentation of the qualifications to include school transcripts, the required fee, and signatures of any supervising licensees, and any additional documentation as may be required to determine eligibility.

~~B. Applicants shall submit school transcripts as part of an application package, including the required fee and any additional documentation as may be required to determine eligibility.~~

G. The board, in its discretion, may approve an application to be a funeral directing or an embalming intern for an individual convicted of a felony, if the applicant has successfully fulfilled all conditions of sentencing, been pardoned, or has had civil rights restored. The board shall not, however, approve an application to be an intern for any person convicted of embezzlement or of violating subsection B of § 18.2-126 of the Code of Virginia. The board, in its discretion, may refuse to approve an application to be a funeral directing or an embalming intern for an individual who has a criminal or disciplinary proceeding pending against him in any jurisdiction in the United States.

**18VAC65-40-250. Requirements for supervision.**

A. Training shall be conducted under the direct supervision of a licensee 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~~ may deny registration of a supervisor who has been subject to board disciplinary action within the 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 an 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 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 supervision for a time period specified by the board.

E. Failure to register as a supervisor may subject the licensee to disciplinary action by the board.

F. If a supervisor is unable or unwilling to continue providing supervision, the 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 a combined total of two funeral service, funeral directing, or embalming interns shall be concurrently registered under any one person licensed for the practice of funeral service, funeral directing, or embalming. Each supervisor for a registered funeral directing intern or a registered embalming intern must be actively employed by or under contract with a funeral establishment.



**VIRGINIA BOARD OF FUNERAL DIRECTORS AND EMBALMERS****Guidance for Embalming and Refrigeration Pending Resolution of Dispute Involving the Identity of the Next of Kin**

On July 1, 2024, new provisions of [Virginia Code § 54.1-2807.01](#) became effective, which outline actions that may be taken by a funeral service establishment in the event of a dispute concerning the identity of the person(s) who have the right to make arrangements for a decedent's funeral or for the disposition of a decedent's remains.

Virginia Code § 54.1-2807.01(D) states that, if a funeral service establishment retains a decedent's remains pending a dispute regarding the identity of the next of kin, "the funeral service establishment may embalm or refrigerate and shelter the decedent's body for preservation purposes until the dispute is resolved."

The Board of Funeral Directors and Embalmers (Board) does not interpret the new provision in Virginia Code § 54.1-2807.01(D) as an exemption to the pre-existing prohibition against embalming in the absence of express permission of a next of kin of the deceased or a court order found in Virginia Code §§ [54.1-2806\(B\)\(26\)](#) and [54.1-2811.1\(B\)](#). Rather, the authority to embalm under the new Virginia Code § 54.1-2807.01(D) is subject to the prohibitions against embalming absent "express permission by a next of kin of the deceased or a court order" found in Virginia Code §§ [54.1-2806\(B\)\(26\)](#) and [54.1-2811.1\(B\)](#).

The requirements for the refrigeration of unembalmed remains found in Virginia Code §§ 54.1-2806(B)(26) and 54.1-2811.1(B) are not altered by the new provisions of Virginia Code § 54.1-2807.01. Funeral licensees must comply with these refrigeration requirements during the pendency of a dispute regarding the identity of the next of kin.

## VIRGINIA BOARD OF FUNERAL DIRECTORS AND EMBALMERS

### **Guidance on Student Embalming Assistance Performed by Persons Enrolled in Online Funeral Service or Mortuary Education Programs**

#### **Question:**

**Is a student who is located in Virginia, but enrolled in an online funeral service program located physically outside of the state, considered to be “enrolled in a mortuary education program in the Commonwealth” for purposes of assisting with embalming and completing embalming clinicals under supervision of a funeral service licensee or licensed embalmer in a Virginia licensed funeral establishment under Virginia Code § 54.1-2805 and 18VAC65-20-236?**

#### **Background:**

In 2018, Chapter 186 of the 2018 Acts of Assembly amended [Virginia Code § 54.1-2805](#) to allow students who are “duly enrolled in a mortuary education program in the Commonwealth” and not otherwise registered with the Board as funeral service or embalming interns “to assist in embalming while under the immediate supervision of a funeral service licensee or embalmer...provided that such embalming occurs in a funeral service establishment licensed by the Board and in accordance with regulations promulgated by the Board.”

In 2019, the Board promulgated regulations to establish the requirements for students assisting with embalming in [18VAC65-20-236](#).

#### **Answer:**

The Board of Funeral Directors and Embalmers interprets Virginia Code § 54.1-2805 and 18VAC65-20-236 to allow students to assist in embalming in accordance with the requirements of Virginia Code § 54.1-2805 and 18VAC65-20-236 who are duly enrolled in a mortuary education program that either: 1) is physically located in the Commonwealth of Virginia; or 2) provides online programs and teaching to persons located in the Commonwealth of Virginia.