

APPROVED
VIRGINIA BOARD OF FUNERAL DIRECTORS AND EMBALMERS
BOARD MEETING MINUTES

The Virginia Board of Funeral Directors and Embalmers convened for a board meeting on Tuesday, October 18, 2011 at the Department of Health Professions, Perimeter Center, 9960 Mayland Drive, 2nd Floor, Board Room #2, Henrico, Virginia.

BOARD MEMBERS PRESENT

Michael J. Leonard, FSP, President
Robert B. Burger, Jr., FSP, Vice-President
Blair Nelsen, FSP, Secretary-Treasurer
Randolph T. Minter, FSP
Junius Williams, Citizen Member
Robert Oman, FSP
Christopher P. Vincent, FSP
Eric V. Wray, II, FSP

BOARD MEMBER ABSENT FOR PART OF THE MEETING

Walter S. Ball, Citizen Member

DHP STAFF PRESENT FOR ALL OR PART OF THE MEETING

Lisa R. Hahn, Executive Director
Lynne Helmick, Deputy Executive Director
Arne Owens, Agency Chief Deputy Director
Elaine J. Yeatts, Senior Policy Analyst
Missy Currier, Board Operations Manager

BOARD COUNSEL

Amy Marschean, Senior Assistant Attorney General

QUORUM

With 8 members present a quorum was established.

GUESTS PRESENT

Jim Dickerson, Bliley Funeral Home
Ann Dickerson, Bliley Funeral Home
Annette Greenwood, Provider/Horizon Trust
Laura McHale, Independent Funeral Homes of Virginia
W. Scott Johnson, First Choice Consulting LLC
Barry D. Robinson, Virginia Morticians Association
David Partridge, Regulatory Support Services, Inc.
Sasha Bone't, Office of Chief Medical Examiners
Jodi Roth, Virginia Funeral Directors Association
Kristian Havard, Virginia Funeral Directors Association
Billie Watson-Hughes, FSP

Barry M. Murphy, FSP
Willard "Skip" Tharp, FSP
Edwin F. Brooks
E. J. Huddleston, Virginia Embalming Co.
Raymond E. Spain III, Virginia Embalming Co.

CALL TO ORDER

Mr. Leonard, President, called the meeting of the Virginia Board of Funeral Directors and Embalmers to order at 10:05 a.m. by welcoming the new members and asking them and the guests in the audience to introduce themselves.

ORDERING OF AGENDA

The agenda was accepted as amended by adding Tab 7.

ACCEPTANCE OF MINUTES

- Upon a motion by Robert Burger and properly seconded by Blair Nelsen, the Board voted to accept the Board Meeting Minutes dated April 12, 2011. The motion carried unanimously.
- Upon a motion by Robert Burger and properly seconded by Blair Nelsen, the Board voted to accept the Preneed Committee Meeting Minutes dated May 24, 2011. The motion carried unanimously.
- Upon a motion by Randy Minter and properly seconded by Junius Williams, the Board voted to accept the Informal Conference Minutes dated May 24, 2011. The motion carried unanimously.
- Upon a motion by Junius Williams and properly seconded by Eric Wray III, the Board voted to accept the Informal Conference Minutes dated August 9, 2011. The motion carried unanimously.

Ms. Hahn concluded that additional Informal Conferences were held but because they were still in the appeal process, she did not share the minutes with the board.

PUBLIC COMMENT PERIOD

Mr. Willard "Skip" Tharp of Tharp Funeral Home & Crematory spoke before the Board regarding the Virginia Preneed Life Insurers Coalition's summary letter of May 24, 2011 and expressed his opposition to any changes to the law.

Ms. Annette Greenwood, Chief Operating Officer of Provider/Horizon Trust spoke about the stability and performance of Preneed Trusts in Virginia and encouraged the Board to allow 54.1-2820 of the Code of Virginia to remain as is.

Mr. Ball arrived at 10:35 a.m.

EXECUTIVE DIRECTOR'S REPORT

Expenditure and Revenue Summary

Ms. Hahn began her report by stating that she was not able to provide more current financial information other than the fiscal year end and that this was normal during the first fiscal quarter of the year. she stated that the beginning cash balance as of June 30, 2010 was \$40,298, revenue received for FY 11 was \$532,650 less the direct and allocated expenditures of \$546,432 leaving a cash balance as of June 30, 2011 of \$26,516. Ms. Hahn shared that this would probably be the last report with a positive cash balance in light of the increasing costs and the fact that the fee increase is still sitting at the Governor's office. She gave a brief summary to the newest members explaining the key component to the tremendous cost increases were due to escalating VITA and Northrop Grumman (IT) fees.

Virginia Performs – 1st Quarter ending September 30, 2011

Ms. Hahn began her report by stating that she contributes great results to her outstanding staff and then gave the following Virginia Performs results: 100% rating for issuing licenses in less than 30 days; a 100% rating for patient care cases closed within 250 days; customer satisfaction was at 100%; and the clearance rate was at 300%, which means we cleared more cases than were brought in. She added that the age of pending caseload older than 250 days was at 25% and the % of cases closed within 250 days was 89%.

Discipline Statistics

Ms. Hahn referred the members to the handout provided with updated statistics. She stated we have 49 open cases; 17 of the 49 cases are in the Enforcement Division at the Investigative stage; 14 cases are in the Probable Cause stage of which 5 were cases involving failure on the CE audits; 5 cases at the APD level; 1 case is at the informal stage; and 1 case is at the OAG/formal stage, 11 of the cases are compliance inspections. Ms. Hahn added that in addition to these cases, Ms. Helmick and Ms. Currier are monitoring 13 Board Orders.

Licensee Statistics

Ms. Hahn reported that there are 1,429 Funeral Service Providers, 159 Funeral Interns, 471 Funeral Establishments, 5 Embalmers, 68 Funeral Directors, 34 Branch Establishments, 91 Crematories, 23 Continuing Education Providers, 58 Courtesy Card Holders and 50 Surface Transportation and Removal Services.

Welcome New Board Members

Ms. Hahn welcomed the new board members and shared that all three members attended the Agency wide "New Board Member Orientation" program held on September 23rd. Ms. Hahn stated that the program was a huge success and offered several informational panels and presentations from both present and past board members as well as board executives and staff.

Presentations

Ms. Hahn shared that we have committed to making several presentations this year and next. She mentioned the VFDA Traveling Caravan, VMA's upcoming Education Day in Chester, VA, and the IFHV conference in March 2012. Ms. Hahn did convey that although board members and staff are happy to fulfill speaking requests to ensure that accurate information is being relayed, the time commitments are tapping into our resources. She requested that the board members offer suggestions at the next meeting for alternative means of presenting to the associations. Additionally, Ms. Hahn stated that she would bring a proposal back to the board for an alternative plan.

Conflict of Interest Training

Ms. Hahn reminded the board members that the Conflict of Interest Training was due again and that for ease and convenience, the Staff could schedule the session prior to or following the January 2012 board meeting. She asked the members to let her know their decision following the meeting.

Financial Disclosure Statements

Ms. Hahn stated that the Financial Disclosure Statements were due at the end of the year. Each member was provided with the documents and asked to forward to Missy Currier once completed.

Calendar

Ms. Hahn stated the following meetings were scheduled in 2012; January 17th, April 24th, July 17th, and October 16th.

Additional Committee's

Ms. Hahn suggested that the board consider forming two Ad hoc Committees responsible for gathering research and information to share with the full board; Alkaline Hydrolysis and Defining what is a "Funeral Establishment".

Comments from Board President

He added that not many people are approved for providing the CE requirement for Preneed and Laws & Regulations, so the requirement does demand a lot from the board and staff. Mr. Leonard thanked the staff for their great work and assistance to the board.

NEW BUSINESS

Regulatory Report – Elaine Yeatts

Ms. Yeatts reviewed the status of the following regulations pertaining to **18VAC65-20**:

- Identification of human remains – remain at the Governor’s Office
- NOIRA regarding fee increases – remain at the Secretary’s Office

Ms. Yeatts reviewed the status of regulations pertaining to **18VAC65-30**:

- Fast-Track regarding termination of irrevocable trusts – remain at Governor’s Office

Exempt Regulatory Action – Adoption of amendment to conform Preneed regulations with Funeral Rule

Ms. Yeatts read an email from Craig Tregillus, Funeral Rule Coordinator with the FTC regarding a statement in our preneed handout that directly conflicts with the Funeral Rule.

Upon a motion by Blair Nelsen, and properly seconded by Eric Wray III, the board voted to strike the language in 18VAC65-30-230 page 8, paragraph 4 in order to conform with the Funeral Rule (attachment #1). The motion carried unanimously.

Visible Identification when a body has been disinterred and the family wants to cremate

Mr. Nelsen brought up a situation about having a loved one disinterred and then cremated. Would a death certificate have to be filed or amended? How do you handle a cremation authorization? Mr. Leonard asked for staff to contact Vital Records and the Medical Examiner’s office for guidance.

Interns completing the embalming requirements of the resident trainee program at the CME Office

Discussion was made regarding allowing interns to be able to complete part of the embalming requirement in the Medical Examiner’s Office as part of the Virginia State Anatomical Program. The Board made it clear that Embalming must take place in a licensed funeral establishment and therefore, Interns would not be allowed to complete their resident trainee embalming requirements at the Chief Medical Examiner’s Office.

Mr. Murphy entered the audience and was introduced by Mike Leonard.

BREAK

The Board took a recess at 11:15 a.m. and reconvened at 11:30 a.m.

Virginia Preneed Life Insurers Coalition

Mr. Leonard shared a letter that Ms. Hahn received from Tracy A. Kelly; Legal Counsel for Homesteaders Life Company requesting the elimination of the 5% or CPI requirement for life insurance funded preneed funeral contracts. He then stated that the board had already made a

decision in 2008 and again on May 24, 2011 to keep the CPI Rule. He further added that unless the Board has a reason to reopen the issue, the board has made its decision and is not in favor of making any changes.

Maryland Reciprocal Agreement

Ms. Hahn shared that the Maryland Board had met and provided the Virginia Board with a “draft” version of a Reciprocal Agreement for consideration. She also shared that the Maryland Board is interested in attending our January meeting to formally sign the agreement if both boards have concurred to the final draft prior to then. The Board made a couple of changes to funeral terms to keep consistency within the document and also agreed to the following addition:

Denial of Licensure

Notwithstanding this agreement, each state has the right to deny licensure to an applicant based on grounds stated in the law or regulations.

Upon a motion by Randy Minter and properly seconded by Bob Oman, the board voted to authorize staff the authority to execute the changes to the Maryland Reciprocal Agreement. The motion carried unanimously.

Department of Veterans Services Legislation

Much discussion was made regarding draft legislation which was presented to the board regarding notification by funeral directors of unclaimed cremains to the Department of Veterans Services. The Board agreed that this was a noble effort and great concept but the requirements in the proposed legislation would be burdensome on Funeral Director’s and therefore they could not support the legislation. Ms. Hahn stated that she would ask the department to send us information that we could share on our website.

Elections

Upon a motion by Randy Minter and properly seconded by Christopher Vincent, the board voted to elect a new slate of officers. The motion carried unanimously.

Upon a motion by Blair Nelsen and properly seconded by Randy Minter, the board nominated the election of Robert “Bob” Burger as Board President. The motion carried unanimously.

Upon a motion by Bob Burger and properly seconded by Eric Wray, III, the board nominated the election of Blair Nelsen as Board Vice-President. The motion carried unanimously.

Upon a motion by Blair Nelsen and properly seconded by Robert “Bob” Burger, the board nominated the election of Junius Williams as Board Secretary-Treasurer. The motion carried unanimously.

Recognition of Outgoing Board Members

Mr. Leonard thanked Billie Hughes, Barry Murphy, and Willard “Skip” for their hard work and dedication to the board and to the Commonwealth of Virginia while on the board. He also thanked Billie Hughes for her service on the Board of Health Professions. Ms. Hahn presented each member a plaque of appreciation.

ADJOURNMENT:

With no further business before the Board, the meeting adjourned at 12:05 p.m.

Michael J. Leonard, President

Lisa R. Hahn, Executive Director

Date

Date

DRAFT

Attachment #1

BOARD OF FUNERAL DIRECTORS AND EMBALMERS

Exempt action on itemized statements

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 just the opposite. (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, 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. An irrevocable trust is one that cannot be cancelled.

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 value to cover all expenses.

-- 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)

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. ~~This is a requirement of the Federal Trade Commission. Although not required to do so, some funeral homes may also choose to give you an itemized statement when you make these arrangements.~~

-- 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. 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 understanding that the price is an estimate only and may increase or decrease. A settlement to that effect may have to be made with your family or representative after your death.

-- 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 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.

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

Fax: (804) 527-4413

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